

Agreement for <<Name of Organisation>> a Non-charity

<<Name of Organisation>> of Grant>>

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**THIS AGREEMENT** is made the  
**BETWEEN:**

**(1) EITHER**

[<<Name of Charity>> a  
England under number <<  
number <<Charity Registr  
address of Charity>>]

**OR**

[<<Name of Charity>> a  
charity number <<Insert  
address in England at <<In

**OR**

[All of the trustees, namely  
charitable [trust][unincorpor  
[a registered charity numb  
address is at <<Insert add

The Charity is referred to i  
employees and those actin

- (2)** <<Name of Non-Charity  
under number <<Compar  
<<insert Address>>] **OR** [  
[<<Insert appropriate det  
organisation, e.g comme  
campaigning organisations>

The Recipient is referred  
your employees and those

**WHEREAS:**

- A You are [an organisation] [a  
**OR** [the United Kingdom]  
Kingdom>>]. You are not in  
register as a charity with the
- B You wish to receive the Gra  
the Grant Agreement, and y  
agree that you may only use
- C We are a [registered] charity  
funding to a person or org  
appropriate due diligence a  
we consider that it is in ou  
amongst other matters, we  
your expertise, skills, reputa  
capacity to carry out the Act
- D We have also considered an  
scope of your operations an  
an adequate match between  
to carry out adequate pro-a  
the intended Grant, and, if  
Agreement, that it will [furt

ited by guarantee registered in  
number>> [and a registered charity  
e registered office is at <<Insert

d Organisation and a registered  
number>>] with its principal office  
>]

l of the Charity's trustees>> of the  
n as <<Insert name of Charity>>  
mission number>>] whose office

”, “Us” “Our” and that includes our

company registered in England  
>> whose registered office is at  
ecipient if it is an individual>>] **OR**  
another type of non-charitable  
sector body, social enterprise,

“You” or “Your” and that includes

and operating in [England & Wales]  
part or locality within the United  
before are not registered or able to

d to carry out the Activities under  
w that you understand, accept and  
able Purposes as defined below.

der our constitution to make grant  
a charity. We have carried out  
relation to the intended Grant and  
e the Grant to you. In particular,  
overnance and constitutional form,  
nd your capability and operational

here is no conflict between the full  
es, funding and interests, there is  
oses and interests, we will be able  
the end use and effective use of  
ies in accordance with the Grant  
haritable Purposes for the public

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Project [or] [activities] [or] [services]  
[United Kingdom] OR [<<State  
within the United Kingdom>>] for  
give you the Grant, the details of  
Proposal];

or email to you [dated <<insert details of the Grant which (subject Grant Agreement) we are offering conditions in addition to those set out Award will not be deemed to be any other effect unless and until Agreement<sup>1</sup>;

purposes, namely [<<insert details

to be given to you by us (under the Activities

a copy of which is attached as  
[redacted] agreement];

Application form or proposal in which you are setting out details of the project you want to be grant funded. In the application you should include any supporting documents you need to support your proposal such as budget, timeline, and any other documents that set out the details of the Activities; and

Accepted by the recipient by agreeing to and  
of the Agreement and send them, with the  
recipient to sign and return one copy to the

defines as a “charitable purpose”, i.e. any the Act and which is for the public benefit  
ity’s purposes are stated in its governing



### 3. The Activities

- 3.1 We do not require you to make the Grant conditional on the terms and conditions of the Grant in order to safeguard the Grant funds and to ensure that you are not obliged to do so under the Grant.
- 3.2 The Grant is to be made after we make it, and you agree that, by accepting the Grant, you must:
- 3.2.1 start the Activities >> days after receiving the Grant from us; and
- 3.2.2 make satisfactory progress with the Activities and complete them [on time] [by the time specified in the Award]. You must tell us immediately if you stop, limit, or delay the Activities, or if for any reason you suspend the Activities either within the time specified in the Award or after the time specified in the Award.
- 3.3 **EITHER**
- [You must not make any change to the Activities or to their aims, structure, delivery, outcomes, or results without our prior written permission. If you seek our permission. We will not begin anything new or changed until both us and you have agreed in writing. If you ask for permission to make any such change, we will not incur any further expenditure of the Grant until we and you have agreed in writing.]
- OR**
- [You must not make any change to the Activities or to their aims, structure, delivery, outcomes, or results without our prior written permission. If you seek our permission. We will not begin anything new or changed until both us and you have agreed in writing. If you ask for permission to make any such change, we will not incur any further expenditure of the Grant until we and you have agreed in writing.]
- 3.4 You must allow us to monitor the carrying on of the Activities on reasonable notice at any time.
- 3.5 In carrying out the Activities that you carry out, [the staff you employ [and vendors you employ] and the goods and services you buy, including laws and regulations, but not limited to health & safety laws including discrimination on the basis of race, age, sex, and/or sexuality]
- 3.6 For the purpose of the course of your business and in connection with the Grant Agreement, you will be the data controller of all personal data processed by you, we are not a data controller and will not share any personal data with us. "Data Protection Legislation" means all applicable legislation in the United Kingdom including, but not limited to, the UK GDPR; the Data Protection Regulations 2018; and the Privacy and Electronic Communications Regulations 2003 as amended.
- 3.7 Unless we have made you a person or organisation and we have given you control over the carrying out of any Activities on your behalf, you must not carry out any Activities, and only your officers, employees, or agents on your behalf.

#### 4. Records, Reporting, Information and Insurance

- 4.1 You must ensure that all financial records, relating to the Activities are accurate and must keep these records for seven years after the Activities have finished.
- 4.2 You must on demand provide us with access to and copies of all records, including (but not limited to) accounts, invoices, receipts, and any other financial records. We must retain all records and copies of these records at any time from the date the Activities have finished to seven years after the Activities have finished.
- 4.3 You must provide us with a report on the Activities within <<e.g. [3][4][6]>> weeks after completion of each stage of the Activities. You must also provide us with up to [4]>> weeks after completion of each stage of the Activities. The report must detail all of the points listed in [the standard form of report for the purpose] OR [the Schedule to this Agreement]. [the Schedule to this Agreement].
- 4.4 You must provide us with accounts that cover the period of the Activities. The accounts must comply with any relevant legal requirements for accounts, annual reports or annual returns. The accounts must be certified by a qualified and independent accountant.
- 4.5 The accounts must show the expenditure of income and expenditure related to the Activities. When you provide us with the expenditure of the Accounts, you must also provide us with evidence of the expenditure of the Accounts. Your accounts state has been expended.
- 4.6 You must send us all records that we reasonably require to monitor the Activities being used.
- 4.7 You must at all times maintain adequate and relevant to the Activities. This includes public liability insurance and public liability insurance and the value of any assets you have purchased using the Grant. You must send us copies of these policies.

#### 5. Information, Marketing and Publicity

- 5.1 [You must acknowledge the support]
- EITHER**
- [publicly as appropriate]
- OR**
- [in any published document (including any advertisements, accounts and public annual reports) that refer to the Activities,] [and the Activities.]]
- 5.2 [You:
- 5.2.1 must not make use of any of our intellectual property (including a business name, logo, trade mark, confidential information, secret, whether or not registered or

- capable of r  
by us in writ
- 5.2.2 [must not m  
to your rec  
permit in w  
permission];
- 5.2.3 [must follow  
hereby Gra  
order that yo
- 5.2.4 [must do wh  
publicity for
- 5.3 We may give any f  
from time to time se
- 5.4 We acknowledge th  
relating to the Activ  
rights. You hereby  
reproduce [worldw  
materials relating to  
for marketing and p
- 6. Additional Conditions for**
- 6.1 You will ensure tha  
deliver the Activities
- 6.2 You must have our  
to give) before:
- 6.2.1 you chang  
payments t  
sharing out  
not), or the a
- 6.2.2 you transfer  
body, includ
- 6.3 You must tell us in  
threatened agains  
concerning your o  
Activities during the
- 6.4 If you are not an i  
have authority to e  
members but whet  
be jointly and sever
- 6.5 You must not do an  
charity law or regul
- 6.6 You must tell us  
directors, [or] emp  
authority or body.
- 7. General Conditions**
- 7.1 You must tell us pr  
incorrect or incom  
society details. Yo  
always up to date, c
- llows or] as permitted beforehand
- ements or give any other publicity  
t for the Activities except as we  
will not unreasonably refuse such
- city guidelines at all times and we  
our intellectual property rights in
- quire to assist us with any form of  
es.]
- grant and the Activities as we may
- in both materials produced for or  
including any intellectual property  
e, royalty-free perpetual licence to  
dom] [in England & Wales] any  
proposal as we reasonably require
- ectly constituted and that you can  
constitution.
- h we will not unreasonably refuse
- document concerning your aims,  
rs of your governing body, the  
your organisation is dissolved or  
members; or
- ge or amalgamate with, any other  
you.
- receive any legal claims made or  
your governing body or staff  
which would adversely affect the
- person accepting the Grant must  
reement on behalf of all of your  
authority all of your members will  
nt Agreement.
- ght put us at risk of breaching UK
- our organisation, or its trustees,  
are investigated by any public
- you have given us changes or is  
changes to your bank or building  
information you provide to us is



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7.2 If you break any term of this Agreement, we may enforce one or more of the following remedies. We will not do so in the absence of a written demand from us. The Agreement only if we

the Grant Agreement and we do not  
way, this does not mean that we  
up our right to enforce the Grant

7.3 [If you break the  
breaking any other  
take the same acti  
Grant Agreement,  
payment of any futu

can choose to treat that as you have with you. This will allow us to events that we may take under the pay back the Grant and stopping

7.4 We cannot give you any guidance on carrying out the Activities, as you are responsible for getting the right people, action you take or fail to take, or assume that your company will do so, though we give you no assurance that matters. Therefore, the Activities, your liability

advice and will not take part in business or activities, and you are the only person who will be responsible for any debts or liabilities, and you may not ignore your financial responsibilities, even if you do not know about the Activities or other matters. You are fully responsible for every part of the Activities and decisions about them.

7.5 We will not be responsible for any proceedings against you.

who may take, or threaten to take,

7.6 The Grant comes in the form of cash, goods or services which the recipient will give value for money.

is, so if you are planning to buy  
ould always buy them in a way that  
nlicts of interest.

7.7 We are not obliged to provide any information under the Freedom of Information Act 2000 in relation to the Grant Agreement or the Project.

funding for the Activities after the  
must not assume that we will.

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## 8. VAT

8.1 You acknowledge that you are not entitled to a refund of VAT for VAT purposes. You agree to pay any amount of VAT payable by you.

consideration for any taxable supply  
our obligation does not extend to  
in addition to the Grant.

8.2 If you are registered for VAT, you must keep

ently become liable to register for records.

8.3 [If we have agreed Activities and you immediately any of

the VAT costs associated with your  
any VAT, you must pay us back  
paid for with the Grant.]

## 9. Breach of the Grant Agreement

## g or Repaying the Grant

9.1 If any of the even  
discretion:

occurs, we may, in our absolute

9.1.1 require you  
much of the

part of the Grant (regardless of how  
that time); and/or

### 9.1.2 stop any future

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### 9.1.3 end the Gra

y; and/or

9.1.4 take any of  
we have pro

tion with any other grant funding

## 9.2 The events referred

follows:

9.2.1 you fail to  
Agreement;

### Terms and conditions of the Grant

9.2.2 you make a permission;

ies without first getting our written

- 9.2.3 you use the Grant for more than the Activities;
- 9.2.4 you do not complete the Activities by the time;
- 9.2.5 we deem it unlikely that you will fulfil the purpose for which we made it.
- 9.2.6 you do not follow the instructions;
- 9.2.7 you do not conduct the Activities with reasonable care, thoroughness, or competence that would be expected for your level of experience in the relevant field;
- 9.2.8 you act illegally at any time, and we believe it has significantly harmed or is likely to harm our or your reputation;
- 9.2.9 you have supplied information that is wrong, misleading, or incomplete, or you have made a mistake or because you were trying to mislead us;
- 9.2.10 you close down your business, or it joins with, or is replaced by, another business, without the Activities and we have agreed in writing;
- 9.2.11 you sell or intend to sell the Activities to a third party without first getting our approval in writing;
- 9.2.12 you are declared insolvent, or an order is made, or a resolution is passed, or you go into administration, be wound up or liquidated, or a receiver, manager, liquidator, or trustee or similar person takes over all or a considerable amount of your assets, or you propose any arrangement with the creditors of your business, or you are insolvent, any order is made, or you go into administration, be wound up or liquidated, or a receiver, manager, liquidator, or trustee or similar person takes over all or a considerable amount of your assets, or you propose any arrangement with the creditors of your business;
- 9.3 [If, within the time period specified in the interim report to us, you have not completed the part of the Activities, we may refuse to make payment of the Grant, and may only make that payment if and when you complete the required interim report and complete that stage.]

## 10. Termination of the Grant

- 10.1. [The Grant Agreement shall terminate until the last of the following to occur:
- 10.1.1 expiry of one year from the date of the [last Instalment of the] Grant;
- 10.1.2 you have exhausted the Grant;
- 10.1.3 the maximum term of the Grant Agreement for asset management purposes has expired;
- 10.1.4 you have completed the Activities in accordance with the terms and conditions of the Grant Agreement;
- 10.1.5 any breach of the terms and conditions of the Grant Agreement ceases.]
- 10.2. [We may terminate the Grant at any time. If it is practicable, we will give you <<e> written notice with our reasons for termination, but we may terminate the Grant on shorter notice or without notice if you must then promptly return to us

all Grant amounts properly and necessarily incurred under the Grant Agreement until the end of the financial year.

aid to you except for expenditure on activities carried out pursuant to the Grant Agreement.

#### 11. Third Party Rights

Nothing in the Grant Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to it.

#### 12. Entire Agreement

The Grant Agreement is the entire understanding between you and us in relation to the Grant and shall supersede all previous arrangements or agreements made by either you or us.

#### 13. Law and Jurisdiction

The Grant Agreement shall be governed by English law and the parties agree to the exclusive jurisdiction of the English courts.

[Clause 4.3 – details of points to be covered in the Activities]

[Clause 4.3 - List/descriptions of activities]

[Copy Proposal attached]

#### SCHEDULE OF ACTIVITIES

#### TERMS AND CONDITIONS

**Note: Include one/both of the following clauses where relevant to the circumstances, but not otherwise.**

#### [Vulnerable Persons]

1. 'Vulnerable Person' means
  - 1.1 anyone under the age of 18;
  - 1.2 anyone who needs community care services because of physical or mental disability, old age, illness, and who is (or may be) unable to take care of themselves or protect themselves against significant harm or exploitation;
2. If you or your employees, agents, subcontractors, contractors [or volunteers] will supervise, care or have contact with a Vulnerable Person in carrying out the Activities,
  - 2.1 you must consider the safety of the Vulnerable Person. Before having any contact with the Vulnerable Person, you

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policy and set of procedures to

- work with the Disclosure and Barring Board disclosures of those employees, volunteers.]] [As the person having the Person, you must contact his or her and give them your consent to have their name removed from the Disclosure and Barring Board if they want to.

- required to do so under any child  
work is formal, informal, voluntary  
responsibilities in your dealings with  
advice. If you have any queries  
seek your own independent legal

## h the Grant

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- st, you must not sell any assets or  
stored, conserved (maintained or  
ding we have provided unless:

- forehand.

- more than £25,000 to help with buying, or any other asset, you must not use the security without our prior written consent.

- us (and in a form approved by us)  
and consultants on most building

- the freehold or leasehold interest or appropriate form of security for your payment. We may demand that you perfecting the title to the property (for so on that affect the legal rights to

- tored, conserved or improved with  
to receive an appropriate share of  
er costs of sale have been taken  
r the improvements have a useful

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**EITHER**

[Signed on behalf of

<<Full Name of Recipient of Grant

[(1)] By {FULL NAME OF SIGNATORY

(signature) .....]

[(2)] By {FULL NAME OF SIGNATORY

(signature) .....]

**OR**

[Signed by

<<Full Name of Recipient of Grant

(signature) .....]

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