

- 1. Definitions and Interpretati
- 2. The Grant
- 3. The Activities
- 4. Records, reporting, informa
- 5. Information, Marketing and
- 6. Additional conditions for or
- 7. General conditions
- 8. VAT
- 9. Breach of the Grant Agree
- 10. Termination of the Grant A
- 11. Third party rights
- 12. Entire Agreement
- 13. Law and jurisdiction

# Schedule

Schedule of additional terms and



on and insurance

repaying the Grant

### THIS AGREEMENT is made the

#### **BETWEEN:**

#### (1) EITHER

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

# OR

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

# OR

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

The Charity is referred to i employees and those actin

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

The Recipient is referred your employees and those

# WHEREAS:

- A You are [an organisation] [a
  OR [the United Kingdom]
  Kingdom>>]. You are not ir
  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] charit funding to a person or or appropriate due diligence a we consider that it is in ou amongst other matters, we your expertise, skills, reputa capacity to carry out the Acti
- D We have also considered ar scope of your operations ar an adequate match betweer to carry out adequate pro-a the intended Grant, and, if Agreement, that it will [furt]

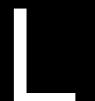
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A









hited by guarantee registered in umber>> [and a registered charity e registered office is at <<Insert

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

I 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

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

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

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

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

nisation

benefit. Accordingly, we ha expend it solely on the Activ

# We and You now agree as follow

Definitions and Interpreta
 1.1

"Activities"

"Award"

"Charitable Purposes"

"Grant"

"Grant Agreement"

"Proposal"

<sup>1</sup> The Award letter should make it clear ti signing a copy of this Agreement. The Cr Proposal and the Award attached to them Charity.

<sup>2</sup> A "charitable purpose" is any purpose purpose which is one of the 13 "heads" of (those purposes may or may not be for t document.







Grant to you provided that you cordance with this Agreement.

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

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

rposes, namely [<<insert details

to be given to you by us (under the Activities

a copy of which is attached as eement];

t application form or proposal in eted setting out details of the y out and to be grant funded [in n any supporting documents you or proposal such as budget and any other documents that set the Activities; and

epted by the recipient by agreeing to and f the Agreement and send them, with the cipient to sign and return one copy to the

lefines as a "charitable purpose", i.e. any the Act <u>and</u> which is for the public benefit ity's purposes are stated in its governing

1.2 The Schedule [and Agreement shall be body of this Agreen

# 2. The Grant

- 2.1. We will give you tw Award. You can on of this Agreement Award. The Grant receive from you be sign and return this receive our Award Agreement will not Award and this Agr your behalf.
- 2.2. You confirm that y Grant exclusively for
- 2.3. The amount of the may be [different fr will not be able to ] Grant [in the instaln
- 2.4. You [must not] [r commitments you h
- 2.5. You must not in expenditure of, any OR [England & Wa Kingdom>> and yo territory. You must organisation to use situated or operates
- 2.6. In relation to the G [or] [the employer of Grant is to provide ]
- 2.7. You must tell us if other source at any need any of the G [unneeded portion us.
- If you complete the the Activities, you n <<e.g. [3]>> month funds the Activities amount to us.
- 2.9. Since the Grant co any profit that you back all or part of th
- 2.10. You must hold any
- 2.11. [If you wish to ar Activities or anythir prior written conser condition of our con

S









e part of and set out in the main

ent signed by us together with the signing and returning both copies 8]>> days after you receive our he into force on the date that we nent signed by you. If you do not .g. [14][21][28]>> days after you matically lapse and the Grant s you are an individual, both the by someone authorised to sign on

and agree that you must use the s and for the Activities.

ward] is [£<<insert amount>>]. [It unt that you applied for. If so, We unt of the Grant.] We will pay the out in the Award.

Grant to pay for any spending e of the Grant Agreement.].

or spend, or allow the use or tory outside [the United Kingdom] c part or locality within the United any of the Activities outside that le Grant to any other person or not that person or organisation is

ve do not act as [your employer] carry out the Activities where the oyment of staff].

unding for the Activities from any s. If this means that you no longer the Activities, you must pay the immediately upon demand from

s than the whole of the Grant on mount to us [promptly] **OR** [within financial year]. If the Grant partappropriate share of the unspent

funds, you must account to us for and we may require you to pay

on trust for us at all times.

arty to exploit commercially the nust first contact us to obtain our repay all or part of the Grant as a npose any other conditions.]

#### 3. The Activities

- 3.1 We do not require y so under the Gran terms and condition funds and to ensure
- 3.2 The Grant is to be that, by accepting the second secon
  - 3.2.1 start the Ac payment of t
  - 3.2.2 make satisfa time] [by the immediately or if for any referred to a
- 3.3 EITHER

[You must not mak delivery, outcomes,

#### OR

[You must not mak delivery, outcomes, permission. If you s our permission. We you any such cond until both us and yo make any such cha Grant until we and yo

- 3.4 You must allow us as we reasonably Activities.
- 3.5 In carrying out the laws and good pra-Activities and other you employ [and v buy, including laws [and] [employment basis of race, age, employment]
- 3.6 For the purpose of the course of your Agreement, you wil data controller of a controller and will share any personal all applicable legis applicable to data GDPR; the Data Pi the Privacy and Ele
- 3.7 Unless we have mathematical have given you con behalf, you must no [or] employees [or you have a second sec













ties, and you are not obliged to do ake the Grant conditional on the nt in order to safeguard the Grant nem by you.

e after we make it, and you agree ctivities, you must:

4][21][28]>> days after receiving ] Grant from us; and

Activities and complete them [on in the Award]. You must tell us stop, limit, or delay the Activities, the Activities either within the time

tivities or to their aims, structure,

ctivities or to their aims, structure, unless you have our prior written may impose conditions as part of legal agreement between us and t begin anything new or changed ement. If you ask for permission to ur any further expenditure of the eement.]

on reasonable notice at any time monitor the carrying on of the

I times comply with all applicable ating to the way you operate, the vities that you carry out, [the staff and the goods and services you , but not limited to health & safety s including discrimination on the and/or sexuality]

islation, we and you agree that in and in connection with the Grant al data on our behalf, you are the ssed by you, we are not a data al data, and we and you will not ata Protection Legislation" means to time in the United Kingdom cluding, but not limited to, the UK egulations made thereunder); and Regulations 2003 as amended.

a person or organisation and we arrying out any Activities on your Activities, and only your officers, your behalf.

- 4. Records, Reporting, Info
  - 4.1 You must ensure t Activities are accura years after the Activities
  - 4.2 You must on dema copies of all record accounts, invoices, financial records. W time from the date have finished.
  - 4.3 You must provide
    [3][4][6]>> weeks a date interim report each stage of the A
    [the standard form this Agreement].
    [Schedule].
  - 4.4 You must provide u the Activities. Th requirements for a or annual returns. independent accourtion
  - 4.5 The accounts mus related to the Activi you provide us with the expenditure o expended.
  - 4.6 You must send us monitor the Activitie
  - 4.7 You must at all tim the Activities. This insurance [that co purchased using th policies.

# 5. Information, Marketing a

5.1 [You must acknowle

# EITHER

[publicly as appropi OR

[in any published d material) that refer and public annual the Activities,] [and the Activities.]]

- 5.2 [You:
  - 5.2.1 must not ma (including a confidential



# rmation and Insurance

financial records, relating to the nust keep these records for seven

son we nominate, access to and ies, including (but not limited to) other tax records, and any other and copies of these records at any to seven years after the Activities

ort on the Activities within <<e.g. ou must also provide us with up to [4]>> weeks after completion of nust detail all of the points listed in he purpose] **OR** [the Schedule to ivities is listed/described in the

accounts that cover the period of omply with any relevant legal ation of accounts, annual reports be certified by a qualified and

nent of income and expenditure e expenditure of the Grant. When also provide us with evidence of your accounts state has been

rds that we reasonably require to eing used.

which is adequate and relevant to nd public liability insurance and it value of any assets you have you to send us copies of these

pport]

ted and online or other electronic ng any advertisements, accounts poken public presentations about and publicity materials relating to

se any of our intellectual property usiness name, logo, trade mark, ret, 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 [worldwi materials relating to for marketing and p

#### 6. Additional Conditions for

- 6.1 You will ensure that 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 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 ar charity law or regula
- 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, or 5











llows or] as permitted beforehand

ements or give any other publicity t for the Activities except as we fill not unreasonably refuse such

ity guidelines at all times and we our intellectual property rights in

quire to assist us with any form of es.]

rant and the Activities as we may

in both materials produced for or including any intellectual property , royalty-free perpetual licence to dom] [in England & Wales] any roposal as we reasonably require

ectly constituted and that you can constitution.

h we will not unreasonably refuse

cument concerning your aims, rs of your governing body, the your organisation is dissolved or mbers; or

e or amalgamate with, any other you.

receive any legal claims made or your governing body or staff ich would adversely affect the

berson accepting the Grant must reement on behalf of all of your authority all of your members will it 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 anges to your bank or building information you provide to us is

- 7.2 If you break any ter enforce one or mo will not do so in the Agreement only if w
- 7.3 [If you break the breaking any other take the same action Grant Agreement, payment of any futu
- 7.4 We cannot give yo carrying out the A responsible for get action you take or f assume that your though we give you matters. Therefore, the Activities, your f
- 7.5 We will not be resp proceedings agains
- 7.6 The Grant comes goods or services v will give value for m
- 7.7 We are not obliged Grant Agreement c

# 8. VAT

- 8.1 You acknowledge t for VAT purposes. paying you any am
- 8.2 If you are registere VAT, you must kee
- 8.3 [If we have agreed Activities and you immediately any of

# 9. Breach of the Grant Agre

- 9.1 If any of the even discretion:
  - 9.1.1 require you much of the
  - 9.1.2 stop any fut
  - 9.1.3 end the Gra
  - 9.1.4 take any of we have pro
- 9.2 The events referred
  - 9.2.1 you fail to Agreement;
  - 9.2.2 you make a permission;

S









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

an choose to treat that as you ave with you. This will allow us to ents that we may take under the ay back the Grant and stopping

advice and will not take part in siness or activities, and you are e will not be responsible for any bts or liabilities, and you may not ts financial responsibilities, even o you about the Activities or other fully responsible for every part of nd decisions about them.

who may take, or threaten to take,

ls, so if you are planning to buy ald always buy them in a way that iflicts of interest.

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

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

ntly become liable to register for ecords.

• VAT costs associated with your ny VAT, you must pay us back aid for with the Grant.]

g or Repaying the Grant

occurs, we may, in our absolute

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

# y; and/or

tion with any other grant funding

# ollows:

is and conditions of the Grant

ies without first getting our written

- 9.2.3 you use the
- 9.2.4 you do not d9.2.5 we deem it made it.
- 9.2.6 you do not f
- 9.2.7 you do not o competence experience i
- 9.2.8 you act ille significantly reputation;
- 9.2.9 you have su materially in mislead us;
- 9.2.10 you close d another bus provided ou
- 9.2.11 you sell or in Activities to and/or
- 9.2.12 you are ded resolution is dissolved; a trustee or si of your asse people you (
- 9.3 [If, within the time interim report to us completed the part make payment of t payment if and wh that stage.]

# 10. Termination of the Grant

10.1. [The Grant Agreen occur:

10.1.1 expiry of one

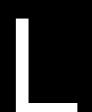
- 10.1.2 you have ex
- 10.1.3 the maximu monitoring of
- 10.1.4 you have c Agreement;
- 10.1.5 any breach ceases.]
- [We may terminate will give you <<e termination, but we shorter notice or w

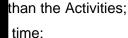












vill fulfil the purpose for which we

ructions;

h reasonable care, thoroughness, ould be expected for your level of

any time, and we believe it has or is likely to harm our or your

ation that is wrong, misleading, or ke or because you were trying to

ss it joins with, or is replaced by, out the Activities and we have ;

er the Grant, your business or the rst getting our approval in writing;

e insolvent, any order is made, or to administration, be wound up or er receiver, manager, liquidator, over all or a considerable amount ropose any arrangement with the

ent, either you do not provide an of the Activities, or you have not ed in that stage, we may refuse to e Grant, and may only make that ured interim report and complete

until the last of the following to

e [last Instalment of the] Grant;

r the Grant Agreement for asset

ms and conditions of the Grant

conditions of the Grant Agreement

t any time. If it is practicable, we itten notice with our reasons for d we may terminate the Grant on a must then promptly return to us all Grant amounts properly and nece Grant Agreement u

# 11. Third Party Rights

Nothing in the Grant Agree accordingly the Contracts (

# 12. Entire Agreement

The Grant Agreement is to us in relation to the Grant a

arrangements or agreemer previously entered into or r made by either you or us.

# 13. Law and Jurisdiction

The Grant Agreement sh English law and the partie courts.

[Clause 4.3 – details of points to b [Clause 4.3 - List/descriptions of a [Copy Proposal attached]

# SCHEDULE OF

Note: Include one/both of the circumstances, but not otherwis

# [Vulnerable Persons

- 1. 'Vulnerable Person' means
  - 1.1 anyone under the a
  - anyone who need mental disability, ot to take care of then harm or exploitatior
- If you or your employees supervise, care or have carrying out the Activities,
  - 2.1 you must consider Vulnerable Person Before having any

bn.1







ct 1999 shall not apply to it.

aid to you except for expenditure

ities carried out pursuant to the

fer rights on any third parties and

understanding between you and tivities and will supersede all

o that we and you may have been f any fraudulent misrepresentation

d construed in accordance with clusive jurisdiction of the English

on the Activities]

]

ND CONDITIONS clauses where relevant to the

hunity care services because of ss, and who is (or may be) unable ect themselves against significant

] contractors [or volunteers] will ct with a Vulnerable Person in will apply:

arise from your contact with the ple steps to ensure their safety. with the Vulnerable Person, you must get the writ Vulnerable Person.

- 2.2 you must have ar safeguard Vulnerat
- 2.3 [as part of these pr Service (DBS) th business partners, significant direct co her legally authoris your background o Service (DBS) view

You must comply with this claus protection or care standards legis or salaried. We cannot advise Vulnerable Persons, and these of about your obligations, we stror advice.]

# [Conditions relating to Assets o

- During the period covered goods that have been tot protected from damage) or
  - 1.1 you can sell them for
  - 1.2 we have given you
- [If we have contributed (or restoring, conserving or in apply for a mortgage over approval.]
- [We may insist on third pa under any contract that yo projects.]
- [If we feel it is necessary, v other asset or assets, or responsibilities under the give our solicitors copies of example, all mortgages, co the property).]
- If you sell or give away ass grant funding we have prov the 'net' proceeds (the pro into account) of this for as economic life.]

Signed on behalf of <<Full Name of Charity>> By [NAME]

(signature) .....

S







legal carer or guardian of the

oolicy and set of procedures to

k with the Disclosure and Barring sclosures of those employees, unteers].] [As the person having Person, you must contact his or give them your consent to have from the Disclosure and Barring an wants to.

equired to do so under any child work is formal, informal, voluntary onsibilities in your dealings with advice. If you have any queries ek your own independent legal

# h the Grant

t, you must not sell any assets or stored, conserved (maintained or ling we have provided unless:

t value; and

forehand.

han £25,000 to help with buying, or any other asset, you must not security without our prior written

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

e freehold or leasehold interest or ropriate form of security for your ement. We may demand that you ecting 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 the improvements have a useful

# EITHER [Signed on behalf of <<Full Name of Recipient of Gran [(1)] By {FULL NAME OF SIGNAT (signature) ..... . . . . [(2)] By {FULL NAME OF SIGNAT (signature) ..... ....] OR [Signed by <<Full Name of Recipient of Gran ....] (signature) .....