

## STANDARD GRANT TERMS AND CONDITIONS

Benefact Trust Ltd is legally obliged to ensure that each of its grants is used for the purpose agreed, that monies are spent within a reasonable timescale, and that any work supported by Benefact Trust is evaluated where appropriate.

By submitting its Application, You accept and agree to these Standard Grant Terms and Conditions.

### 1. Definitions

In these Standard Grant Terms and Conditions, the following words and expressions have the following meanings:

**Benefact Trust** means Benefact Trust Ltd (company number 01043742) whose registered office is Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW;

**You, Your** means the charity, church or organisation on behalf of which the Application is submitted and to which the Grant is awarded;

**Agreement** means Your Application, these Standard Grant Terms and Conditions and the Grant Notification Letter(s) from Benefact Trust to You;

**Application** means the formal application for grant funding submitted online by You to Benefact Trust in connection with the Project;

**End of Project Report** means the form You must complete and submit upon completion of the Project, if requested to do so by Benefact Trust.

**Grant** means the grant money approved, awarded and/or paid (as the context requires) by Benefact Trust to You for the Project;

**Grant Notification Letter** means the letter or letters from Benefact Trust to You advising approval of the Grant for the Project (or for an alternative purpose approved in writing by Benefact Trust in accordance with clause 2.4 of these Terms and Conditions), including any further conditions, as amended or updated from time to time by Benefact Trust;

**Grant Period** means the time for which the Grant is made available to You for use for the Project, ending with the Project end date specified in Your Application (or such other date as may be indicated in writing by Benefact Trust);

**Impact Survey** means the form You must complete and submit near to or following the end of the Project, if requested to do so by Benefact Trust;

**Project** means the project which is agreed by Benefact Trust and You to be funded (in whole or in part) by the Grant in accordance with the Agreement, as set out in the Application but subject to, as adapted and limited by any conditions in the Grant Notification Letter; (or such alternative purpose that is approved in writing by Benefact Trust in accordance with clause 2.4);

**Progress Report** means the form You must complete and submit to Benefact Trust if requested to do so by Benefact Trust (including prior to each Grant instalment).

### 2. The Project Funded

**2.1.** You will deliver the Project funded by Benefact Trust in accordance with the Agreement.

**2.2.** The Grant must be used only for the Project.

**2.3.** If You experience difficulty delivering the Project within the Grant Period, You must inform Benefact Trust at the earliest possible opportunity. If the Project cannot be completed within the Grant Period (or within such other reasonable timescales that Benefact Trust may specify) You must comply with any request from Benefact Trust to return the Grant.

**2.4.** Benefact Trust recognises that needs can change over time. Therefore, if You believe it necessary, You may ask Benefact Trust for its permission to use the Grant (awarded for the original Project) for an alternative charitable purpose. Such request must first be discussed with Benefact Trust and must then be submitted in writing to Benefact Trust. Benefact Trust's decision to approve (or not approve) will be communicated to You expressly in writing as a further Grant Notification Letter. Benefact Trust's decision shall be final and not appealable.

### **3. Capital Projects**

- 3.1.** Where the Project involves the acquisition, refurbishment or construction of a capital asset (**Asset**), You warrant, represent and undertake that You will:
- 3.1.1.** undertake the Project in accordance with any specification agreed with Benefact Trust and to Benefact Trust's reasonable satisfaction;
  - 3.1.2.** obtain and comply with (and shall procure that any contractor engaged for the acquisition, refurbishment and/or construction of or otherwise in connection with the Asset (**Contractor**) shall at all times comply with) all necessary local and national consents, licences and permissions in respect of the Asset, including planning permission and listed building consent (if applicable) (**Consents**) and all applicable conditions of such Consents;
  - 3.1.3.** notify Benefact Trust immediately of any significant departure from the terms of any Consents;
  - 3.1.4.** comply (and shall procure that all Contractors shall at all times comply) with all acts, orders, regulations and codes of practice relating to health and safety which may apply to the Project or to persons working on the Project;
  - 3.1.5.** at all times comply with the terms of all relevant leases, covenants or restrictions on title and, in this regard, shall ensure that the delivery of the Project and the intended use of the Asset does not breach the terms of such leases, covenants or restrictions;
  - 3.1.6.** deploy the Asset only for the purpose set out in the Application;
  - 3.1.7.** maintain the Asset in good repair; and
  - 3.1.8.** advise Benefact Trust promptly in writing of any material change to Your legal interest in the Asset.

### **4. Security and Additional Terms**

- 4.1.** Benefact Trust reserves the right to:
- 4.1.1.** take security, including a legal mortgage, over any Asset which is the subject of the Project and You will promptly perform such acts and provide Benefact Trust with such assistance as may be required in connection with such security, including in connection with registering charges at HM Land Registry and the Registrar of Companies (if applicable); and
  - 4.1.2.** impose additional terms and conditions, including if in Benefact Trust's reasonable opinion there is at any time a material increase in the risk of:
    - 4.1.2.1.** non-completion or significant delay to completion of the Project;
    - 4.1.2.2.** use of the Grant for any purpose other than the Project; or
    - 4.1.2.3.** reputational harm to Benefact Trust in connection with You or the Project.

### **5. Grant & Payment**

- 5.1.** The decision of Benefact Trust to award (or not) any grant money rests entirely with Benefact Trust. Its decision shall be final and is not subject to appeal.
- 5.2.** The Grant is provided for use only for the Project. The Grant is held on trust by You and remains the property of Benefact Trust until such time as it is used for the Project. You shall treat the Grant as separate and distinct from any other funds which You own, have available or might access. It is a breach of trust for You to apply the Grant or any part of it to anything other than the Project.
- 5.3.** The Grant must be listed in Your annual accounts as "restricted" funding using the reference '**Benefact Trust**'. You shall comply with the specific accounting rules and additional legal obligations which apply to restricted funds. You shall protect the Grant from other uses.
- 5.4.** The Grant may be paid in instalments. Such instalments are subject to Benefact Trust being satisfied with progress and Grant expenditure. You will submit Progress Reports as requested by Benefact Trust. Benefact Trust reserves the right to delay payment or reduce the Grant based on its reviews of progress and financial expenditure.
- 5.5.** The Grant will not be increased in the event You overspend delivering the Project.



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- 5.6. The Grant will only be paid if Benefact Trust has the funds available at the time that payment is due.
- 5.7. You must present and cash each Grant cheque within 12 months of its date. If You fail to do so, Benefact Trust reserves the right to decline to honour the cheque and/or to treat the Grant as withdrawn. Where this happens, You will have no further rights to the Grant or against Benefact Trust.

### **6. Monitoring and Evaluation**

#### **6.1. You will**

- 6.1.1. carry out regular monitoring to ensure delivery of the Project as agreed and in accordance with the Agreement;
- 6.1.2. maintain separate, accurate and up to date financial records including full records of receipt and expenditure showing exactly how the Grant has been spent;
- 6.1.3. provide access to any person authorised by Benefact Trust to audit use of the Grant and to review and evaluate the Project;
- 6.1.4. complete all Progress Reports, End of Project Reports and Impact Surveys and provide all informal updates requested, accurately and within the time stipulated by Benefact Trust;
- 6.1.5. provide all information and documents requested from time to time by Benefact Trust, to evidence delivery of the Project in accordance with the Agreement;
- 6.1.6. notify Benefact Trust promptly of any circumstances which indicate a risk of non-completion of or material delay to the Project; and
- 6.1.7. notify Benefact Trust promptly if any of the circumstances referred to in clause 11.2.1 to 11.2.5 inclusive materialise.

### **7. Benefact Trust's Name and Logo and Reputation**

#### **7.1. You will:**

- 7.1.1. not use Benefact Trust's name or logo without the prior written permission of Benefact Trust to do so;
- 7.1.2. acknowledge Benefact Trust's role as funder at all suitable opportunities and in suitable literature (provided that You have first obtained Benefact Trust's written permission to use its name and logo, in accordance with clause 7.1.1);
- 7.1.3. not alter Benefact Trust's logo in any way; and
- 7.1.4. not do anything which may adversely affect the reputation of Benefact Trust or generate adverse publicity for Benefact Trust.

### **8. Use of Your Name, Logo, Images and Information**

- 8.1. Your name and logo, together with all information, materials and images of Your work and of the Project supplied by or on Your behalf, may be used in perpetuity in Benefact Trust's own marketing and publicity material for the promotion of its work, funding activities and charitable aims, which Benefact Trust may promote and distribute entirely at its discretion in any form and through any medium, including Benefact Trust's own website, social media platforms and other media distribution channels. You confirm that such use will not infringe the intellectual property rights of any third party.
- 8.2. Other than where You have advised Benefact Trust in accordance with clause 8.3, You will **only** submit images and material in respect of which You have the right to, or have already secured all necessary consents to, permit Benefact Trust to use and to adapt any such images and material for Benefact Trust's own marketing and publicity purposes and the promotion of its work, funding activities and charitable aims, such consents to include:
  - 8.2.1. permission of the copyright holder (usually the person or company which has created the material or taken the image); and
  - 8.2.2. the consent of persons in the image (or the consent of their parents or guardians), for Benefact Trust to make use of the images in which they are captured.



- 8.3. Where third party intellectual property rights, confidentiality or data privacy may be an issue, You must advise Benefact Trust of this at the time the relevant intellectual property, material, confidential information or personal data is provided to Benefact Trust.
- 8.4. You must advise Benefact Trust at the point of submitting an image or material if a credit is required, for example to acknowledge the photographer and/or organisation that owns copyright or otherwise should be acknowledged with having provided or created the image or material. Where You do not do so, Benefact Trust is entitled to assume that no credit is needed.
- 8.5. Benefact Trust reserves the right to use the award of Grant and/or the Project as a case study on its own or alongside other funded projects, as part of its publicity activities.
- 8.6. You agree that You will (and will procure that personnel involved in the Project will), upon request, assist Benefact Trust in publicising the award of the Grant and results of the Project. You will not unreasonably refuse a request from Benefact Trust to contribute to a project case study or to attend and/or speak at events or meetings from time to time to assist in the promotion of Benefact Trust and its work, funding activities and charitable aims
- 8.7. "For successful grant applications only - you agree to Benefact Trust using digital content (including imagery, video, news articles) across other social media platforms to promote our work and causes."

## **9. Intellectual Property**

- 9.1. All rights, title and interest (including intellectual property rights) in any information, data, databases, reports, images, documents, procedures, forecasts, technology, know-how and any other intellectual property rights owned by either Benefact Trust or You shall remain the property of that party.
- 9.2. Where Benefact Trust grants You rights to use its intellectual property (including its name and logo) in connection with the Grant and/or Project, You shall, upon the sooner of the termination of this Agreement, the Project or the Grant or otherwise upon written request, cease to use such intellectual property rights immediately and shall as soon as possible destroy (or, if requested, return to Benefact Trust) all copies of the material which contain such intellectual property.

## **10. Relationship Management**

- 10.1. You will
  - 10.1.1. collaborate in good faith with Benefact Trust and any other organisations involved with the Project and/or Grant; and
  - 10.1.2. provide such information and assistance to Benefact Trust as required to ensure a positive and co-operative relationship with Benefact Trust.

## **11. Repayment, Reduction or Cessation of the Grant**

- 11.1. You must promptly repay to Benefact Trust any part of the Grant paid in error.
- 11.2. Benefact Trust may require the repayment of all or any part of the Grant, or may withdraw, reduce or cease future payments of the Grant, if any of the following occurs or in Benefact Trust's opinion appears reasonably likely to occur:
  - 11.2.1. the Project fails, is terminated, or is unlikely to be completed within the Grant Period;
  - 11.2.2. the Grant is used other than for the Project without the prior written consent of Benefact Trust in accordance with clause 2.4;
  - 11.2.3. the Grant exceeds what is needed for completion of the Project, or other funds become available to You for completion of the Project;
  - 11.2.4. consent is withdrawn in relation to Benefact Trust
    - 11.2.4.1. using images or other intellectual property belonging to You or a third party; or
    - 11.2.4.2. processing information or material that You have provided in relation to the Application, Project or Grant;
  - 11.2.5. You:
    - 11.2.5.1. use or intend to use the Grant for a purpose other than the Project;
    - 11.2.5.2. are unable to spend the Grant for the Project or within the Grant Period;

- 11.2.5.3.** fail to provide any reports, monitoring or evaluation information requested by Benefact Trust within the timescale set by Benefact Trust;
- 11.2.5.4.** operate in a manner likely to be detrimental to the reputation of Benefact Trust or which Benefact Trust reasonably considers to be likely to be so or to be reckless, negligent, unsatisfactory or inappropriate;
- 11.2.5.5.** provide false or misleading information to Benefact Trust;
- 11.2.5.6.** fail to comply with the Agreement;
- 11.2.5.7.** cease to operate for any reason for any period; or
- 11.2.5.8.** You pass a resolution or apply for or are the subject of any application to court for an order that You be wound up or dissolved, or You become insolvent or are placed into receivership, administration or liquidation, or enter into any arrangement for the benefit of Your creditors.

## **12. Term and Termination**

- 12.1.** The Agreement will continue to apply for (i) one year after payment of the last Grant instalment; or (ii) until the Project has been completed in accordance with the Agreement and You have submitted the Final Report which has been approved by Benefact Trust; or (iii) as long as the Grant or any part of it remains unspent, whichever is the longer.
- 12.2.** Benefact Trust may terminate the Agreement (and any future Grant payments) upon giving You one month's written notice.
- 12.3.** If You terminate the Agreement for any reason, all Grant paid prior to the date of termination shall be returned to Benefact Trust and no further Grant shall be payable.
- 12.4.** In the event the Agreement is terminated, all clauses which expressly or by implication are intended to do so shall survive termination, including clauses 2.2, 5.1, 5.2, 5.3, 7.1, 8.1, 8.5, 9, 10, 11, 12.3, 12.4, 13, 15, and 18.

## **13. Liability and Indemnity**

- 13.1.** You agree to indemnify and keep indemnified Benefact Trust (and its trustees, directors, staff, agents and advisers) from and against any and all claims, damages, costs, losses and expenses which are incurred or sustained as a result of Your actions and/or omissions in relation to the Agreement, the Project and/or the Grant, which shall include any claim made against such persons for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Benefact Trust's use (in accordance with the Agreement) of any images or other material supplied to Benefact Trust by or on Your behalf.
- 13.2.** The award or payment of any Grant does not imply any responsibility on the part of Benefact Trust, its trustees, directors, staff or advisers for the health and safety or conduct of Your employees, volunteers, beneficiaries, members of the public or others connected with You.
- 13.3.** Benefact Trust has no liability for any costs or consequences incurred by You or third parties that arise directly or indirectly from the Project, from declining to make any grant, from termination of the Agreement or from non-payment, recovery or withdrawal of the Grant, save to the extent required by law. In any event, Benefact Trust's total aggregate liability under or on connection with the Agreement shall be limited to twenty five per cent of the value of the grant applied for or the Grant awarded, whichever is the least.

## **14. Warranties**

- 14.1.** You warrant, represent and undertake that:
  - 14.1.1.** all financial and other information concerning You which has been disclosed to Benefact Trust by You or on Your behalf is, to the best of Your knowledge and belief, true and accurate;
  - 14.1.2.** You have in place all necessary resources and expertise to deliver the Project;
  - 14.1.3.** You are not aware of anything in Your own affairs, which You have not disclosed to Benefact Trust or any of Benefact Trust's advisers, which might reasonably influence or



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have influenced the decision of Benefact Trust to make the Grant on the basis of the Agreement;

- 14.1.4. since the date of Your last accounts there has been no material change in Your financial position or prospects;
- 14.1.5. You have secured or will secure any relevant permissions, rights and licences which may be required to carry out the Project;
- 14.1.6. You shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Benefact Trust immediately of any significant or material departure from such legislation, codes or recommendations
- 14.1.7. no materials, information or images provided to Benefact Trust infringe the copyright or other intellectual property rights of any third party;
- 14.1.8. You are not subject to any contractual or other restriction imposed by Your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede You from meeting Your obligations in connection with the Project, the Grant or the Agreement;
- 14.1.9. You have disclosed and will promptly disclose to Benefact Trust:
  - 14.1.9.1. any material legal claims and notices of intention to take legal action made against You; and
  - 14.1.9.2. any events or developments which are likely to affect completion of the Project within the Grant Period.

### 15. Insurance

- 15.1. You will maintain in force comprehensive insurance policies in respect of Your activities and potential liabilities in connection with the Project.
- 15.2. You will (on request) supply to Benefact Trust a copy of each such insurance policy and evidence that the relevant premiums have been paid.

### 16. Data and Data Privacy

- 16.1. By submitting the Application, You confirm that You understand that all information supplied by You or on Your behalf to Benefact Trust relating to the Application, the Project or the Grant may be used to:
  - 16.1.1. assess and process the Application and any subsequent Grant;
  - 16.1.2. monitor, review, audit and evaluate the Project, its progress, the Grant and expenditure;
  - 16.1.3. publicise the Project, the Grant and Benefact Trust's work, funding activities and charitable aims; and
  - 16.1.4. business management, systems development and carrying out statistical and strategic analysis.
- 16.2. All personal data will be processed by or on behalf of Benefact Trust in accordance with relevant data protection laws and in accordance with its Privacy Policy available at <https://www.benefacttrust.co.uk/privacy-policy>.
- 16.3. Personal data relating to Your Application, Project and the Grant may be disclosed to and processed by Benefact Trust group companies and third parties, including Benefact Trust trustees who review grant applications and other third parties that Benefact Trust consults when assessing applications and administering grants. Such third parties include Benefact Trust's service providers, business partners, marketing organisations, advisers, photographers and videographers, the Charity Commission.

### 17. Assignment

- 17.1. You may not, without the prior written consent of Benefact Trust, transfer, novate, sub-contract or assign the benefit or the burden of the Agreement, Project or the Grant.

### 18. Governing Law & Jurisdiction

- 18.1. The Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to



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any dispute (including non-contractual disputes) or matter arising under or in connection with the Agreement.