



**ALLCHURCHES TRUST LIMITED**<sup>®</sup>  
OWNERS OF ECCLESIASTICAL INSURANCE GROUP

**STANDARD GRANT TERMS AND CONDITIONS**

Allchurches Trust Ltd (ATL) is legally obligated to ensure that its grants are used for the purpose agreed, that monies are spent within a reasonable timescale, and that any work supported by ATL is evaluated where appropriate. These terms and conditions constitute the agreement between ATL and the applicant in relation to the grant, along with the application form and the grant offer letter (including any special conditions specified in it).

**The Project Funded**

1. The charity will deliver the project funded by ATL in accordance with the applicant's bid to ATL, unless otherwise agreed in writing. The grant must ONLY be used for the purposes specified.
2. ATL recognises that needs can change over time. Therefore if the applicant believes it necessary, it may make a request to ATL that the grant is used for alternative purposes provided these are charitable. Such requests must be discussed with ATL before being put in writing. Any decision of ATL as to whether to approve any such request shall be final.
3. If the applicant is experiencing difficulty delivering the work funded within the timeframe specified in the application form, it must inform ATL at the earliest possible opportunity. Return of part or whole of the grant may be requested if the work cannot be completed within reasonable timescales. ATL may specify.

**Grant Payments**

4. The amount of the grant will not be increased in the event of any overspend by the applicant in delivering the work / project funded.
5. The applicant must promptly repay to ATL any money incorrectly paid to it either as a result of an administrative error or otherwise.
6. The grant must be listed in the applicant's annual accounts as "restricted" funding.
7. Funds will only be paid if ATL has the funds available at the time that payment is due.

**Monitoring and Evaluation**

8. The applicant will:
  - a. Carry out regular monitoring of its work to ensure that it is delivering the project / work funded, as agreed.
  - b. Maintain separate, accurate and up to date financial records as to how exactly the grant has been spent, including records of receipt and expenditure.
  - c. Provide access to any person authorised by ATL to enable ATL to carry out evaluation reviews of the project funded.
  - d. Provide ATL with an annual written report of the work undertaken and the benefits achieved with funding, measured against the objectives, outputs and outcomes stated in the agreed funding bid if specified as a condition of the grant. This will include a breakdown of how the grant has been spent.
  - e. Provide ATL with any information and documents it requests, from time to time, to ensure the applicant is delivering the project funded in accordance with these terms and conditions.

## **Use of ATL's Name and Logo**

9. The applicant will:
  - a. Obtain written permission from ATL to use its name and logo in all circumstances.
  - b. Not alter ATL's logo once use of it has been permitted.
  - c. Acknowledge ATL's role as funder at any suitable opportunity and in any suitable literature (provided that permission to use the name and logo has been obtained, as above).
  - d. Not do anything which may adversely affect the reputation of ATL or generate adverse publicity for ATL.

## **Use of Charity's Name and Logo**

10. In accepting a grant from ATL the applicant agrees to ATL using its name, logo, information about its work and the work funded in its own publicity material and on its website.
11. In instances where confidentiality is a particular issue the applicant must advise ATL of this when accepting the grant.

## **Intellectual Property**

12. ATL and the applicant agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights owned by either ATL or the applicant prior to the first grant instalment or developed by either party during the grant term, shall remain the property of that party.
13. Where ATL has provided the applicant with any of its intellectual property rights for use in connection with the work/project to be funded by the grant (including without limitation its name and logo), the applicant shall, upon termination of this agreement, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights, as requested by ATL.

## **Relationship Management**

14. The applicant will:
  - a. Collaborate in good faith with ATL and any other organisations involved with the work.
  - b. Provide such information and assistance to ATL as required to ensure a positive and co-operative relationship with ATL.

## **Cessation or Reimbursement of the Grant**

15. ATL may request the return of all or some of its grant and /or cease future grant payments at any time if:
  - a. the project funded fails.
  - b. the project funded is terminated by the recipient.
  - c. excess funds are provided for completion of the project.

Or the applicant

- d. Uses the grant for purposes not previously agreed by ATL.
- e. Is unable to spend the grant as specified (although a request to spend the grant on alternative purposes can be made - see above).
- f. Is unable to spend the grant in the time period agreed; ATL may request the return of any portion of the grant which has not been spent at the end of the grant period.

- g. Fails to provide monitoring and evaluation information as requested by ATL.
- h. Operates in a manner which could be detrimental to the reputation of ATL or which ATL considers to be unsatisfactory, inappropriate or negligent.
- i. Is found to have given false or misleading information to ATL at any time.
- j. Fails to comply with any of these terms and conditions.
- k. Ceases to operate for any reason, passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved, becomes insolvent or is placed into receivership, administration or liquidation, or enters into any arrangement for the benefit of its creditors.

## **Termination**

- 16. ATL may terminate this agreement and any grant payments upon giving the applicant one month's written notice should it be required to do so by financial restraints or for any other reason.

## **Liability and Indemnity**

- 17. The issuing of a grant does not imply any responsibility on the part of ATL, its Trustees or any of its staff for the health and safety or conduct of employees, volunteers, beneficiaries, members of the public or others connected with the applicant .
- 18. By accepting these terms and conditions the applicant agrees to indemnify and keep indemnified ATL from and against any and all claims, damages, losses and expenses which it incurs or sustains as a result of non-fulfilment of the obligations of the applicant under these terms and conditions, any of its actions or omissions in relation to the grant and its use of the same.
- 19. ATL excludes any liability on the part of the ATL in relation to the project or the nonpayment of grant monies.

## **Warranties**

- 20. The applicant , warrants, undertakes and agrees that:
  - a. it has all necessary resources and expertise to deliver the project to be funded by the grant;
  - b. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify ATL immediately of any significant departure from such legislation, codes or recommendations;
  - c. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
  - d. it has and shall keep in place systems to deal with the prevention of fraud and /or administrative malfunction;
  - e. all financial and other information concerning the charity which has been disclosed to ATL is, to the best of its knowledge and belief, true and accurate;
  - f. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the grant;
  - g. it is not aware of anything in its own affairs, which it has not disclosed to ATL or any of ATL's advisers, which might reasonably have influenced the decision of ATL to make the grant on the terms contained in these terms and conditions; and
  - h. since the date of its last accounts there has been no material change in its financial position or prospects;
  - i. it has secured or will secure any relevant permissions, rights and licences which may be required to carry out the project, and that no materials provided to ATL will infringe the copyright of any third party;
  - j. will notify ATL of any significant legal claims (including notices of intention to take legal action made against it;
  - k. will notify ATL promptly of any material events or developments which are likely to

affect the expected date of completion.

### **Insurance**

21. The applicant shall maintain in force for the grant term a full and comprehensive insurance policy in respect of its activities in delivering the project funded by the grant.
  - a. The applicant shall (on request) supply to ATL a copy of such an insurance policy and evidence that the relevant premiums have been paid.

### **Assignment**

22. The applicant may not, without the prior written consent of ATL, assign or sub-contract the benefit and/ or the burden of this agreement.

### **Grant Offer Letter**

23. Any additional or special conditions contained within the grant offer letter also form a part of the grant terms and conditions under which the grant is paid.