

“Building a Legacy” – Terms & Conditions for grant recipients

Definitions

In these terms and conditions:

- “Application” means an application made by you to us for funding.
- “Grant” means any grant or donation made by us to you for the purposes of the project.
- “Grant Governance Committee” means the Together for Short Lives staff working collectively as a committee to administer the Project.
- “Project” means the project detailed by you in your Application.
- “Term” means the period specified in any grant offer letter sent by us to you.
- “We”, “us”, “our” means Together for Short Lives and includes its trustees and those acting for it and “you” and “your” means the applicant charity.

1. Contract

1. Your Application is deemed to be approved by us on written confirmation by us that we will be making a Grant to you and the amount of the Grant. Written confirmation may be sent by email.
2. Together for Short Lives awards charitable grants at its sole discretion and in accepting the Grant, you agree to be bound by these terms and conditions.

2. The Grant and your obligations

1. The Grant may be used only for the purposes outlined by your organisation in the grant application which was approved by the Grant Governance Committee.
2. You agree to act in good faith in relation to your use of the Grant. If there are any specific restrictions these will be contained in your Grant confirmation email, and you should comply with those restrictions.
3. If you are unable to use the Grant for the specific purpose for which it was intended, please contact Together for Short Lives before spending any portion of the Grant.
4. You agree:
 1. to keep accurate records detailing how the Grant has been applied and to provide this information to us upon request. This should include copies of invoices and receipts relating to the expenditure of the Grant, and you should maintain separate, accurate and up-to-date accounts of receipt and expenditure of the Grant.
 2. to maintain and not contravene any consents or approvals required for carrying out the Project.
 3. if you intend to apply to a third party for other funding of the Project, you will notify us and provide details of such funding. We retain the right to withdraw the Grant if you obtain duplicate funding from a third party.
 4. if any significant changes are likely to be made to the Project’s scope or scale, before or during implementation, or if the Project’s timetable is delayed, you will inform us immediately and to obtain prior written approval for any variations.
 5. if, once you have received the money, you envisage the timescales of the Project changing, you will contact us straight away to explain the situation and request approval for any extension to the Grant.

3. Payment of Grant

1. Payments will be made into the same bank account held in the name of the charity into which Together for Short Lives pays the annual National Fundraising Scheme income.
2. We will not make payments into accounts held in a person's or individual's name. You should not transfer any part of the Grant to a bank account which is not an ordinary business account without the prior written consent of TfSL.

3. The Grant will be paid no later than 14 days after you are notified that you are being awarded the funding.
4. The Grant amount is fixed and shall not be increased in the event of overspend on delivery of the Project.

Repayment of Grant

1. Where changes are made without our agreement, we may consider reclaiming any funds that have not been used for the intended purpose.
2. Notwithstanding any other provisions in these terms and conditions, we (acting reasonably) reserve the right to ask you to repay all or any part of the Grant which in our opinion:
 1. has not been used solely for the Project;
 2. has been used for non-charitable purposes;
 3. has been obtained by using misleading or inaccurate information concerning the Project;
 4. makes slow or unsatisfactory progress; or
 5. remains unspent at the end of the Term.
3. Where 2.1 or 2.2 applies, you agree to make any such repayments within 14 working days or such other timescale as agreed by us.
4. On completion of the Project, any unspent portion of the Grant must be returned to us within 14 days of the end of the Project.
5. We may require repayment of the Grant immediately on request should you become insolvent or go into administration, receivership, or liquidation.

5. Reporting

1. By accepting this Grant, you agree to provide us with update reports on the Project.
2. If the Project end date you supplied within your application is less than six months from the date your grant is awarded, you agree to submit an end of grant report at the end of the Project. The end of your Grant period coincides with the Project end date you supplied within your application. We ask that your end of grant report is submitted shortly after your project end date.
3. If your Project end date is between six and 12 months after the date your grant is awarded, we ask that you submit a Project update report six months after your grant is awarded. You then agree to provide an end of grant report, which is to be submitted at the end of the project. The end of your Grant period coincides with the Project end date you supplied within your application. We ask that your end of grant report is submitted shortly after your project end date.
4. We may use your reports for our reporting purposes and to publicise the Together for Short Lives & Morrisons 2022-25 Charity Partnership.
5. You must comply with any reasonable requirements that we may have for site visits, compliance visits and meetings with your officers or agents at any reasonable time and on reasonable notice.
6. You must, on request, provide us with such further information and documents as we may reasonably require in order for us to establish that the Grant has been used properly in accordance with these terms and conditions.
7. There is not a specific Grant report form as we wish to offer you flexibility to tell us what you think is most important for us to know. Your Project update report should include an overview of the current state of the Project, compared to where you expected to be at this six month mark. Your end of Project report should include an analysis of the Project, and how it has achieved the outcomes expected in your application. Please send us a Word document or PDF **no** longer than two sides of A4.
8. You are not eligible to make a further Application until your Grant period has concluded and your end of grant report has been received by us.

6. Serious incident reporting

1. We are under an obligation to report to the Charity Commission serious incidents involving our partners which materially affect us, our staff, operations, finances and/or reputation. As a grant recipient of funding from us you are and will be a partner for these purposes. You must therefore inform us when an incident occurs that is serious enough to be reported to the Charity Commission, so that we can consider, and if necessary, meet, our own reporting obligations to the Charity Commission and, where required, take further appropriate action. Guidance on what may constitute a serious incident in your charity for these purposes can be found here:
<https://www.gov.uk/guidance/reporting-a-serious-incident-in-your-charity-when-it-involves-a-partner>
2. If an incident has occurred and you are unsure whether it might materially affect us, our staff, our operations, our finances and/or our reputation then you should contact us and we will consider what action, if any, we need to take.
3. You must report any serious incident to us (providing full and frank disclosure) as soon as is reasonably possible after it happens, or immediately after you become aware of it, by contacting our Director of Finance & Resources, Mala Langdon (mala.langdon@togetherforshortlives.org.uk).
4. For further general information on serious incident reporting please follow the link below:
<https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity>
5. Similarly you will notify us immediately if the Charity Commission opens an investigation into any of your practices.

7. Publicity and marketing

1. We and Wm Morrison Supermarkets Limited may publicise details of the successful Projects on-line, in our literature and in relevant Morrisons stores. You agree that we may disclose the existence of the nature of our relationship with you for publicity purposes and use the information and any images included in your Application or report in our literature, online and/or to display in the relevant Morrisons store for publicity purposes.
2. You are responsible for ensuring that images and case studies supplied as part of your end of grant report have the correct consent agreements and permission to be shared as per 7.1.
3. For the purposes of the Project, the party creating any intellectual property rights in the course of this Agreement will own the intellectual property rights.

8. Acknowledgements

Grant holders are required to acknowledge Morrisons' support for the project. This could be done through giving naming rights to the building / room / space to the donor, in accordance with the hospice's naming policy for gifts; displaying visible recognition for the funding e.g., a plaque highlighting Morrisons "Building a Legacy Together" as the funder; publishing local press releases about the funding. This list is indicative, it is not exhaustive.

9. Termination

1. If we have specified a Term, our Agreement with you will end on the expiration of the Term. If no Term is specified in the Grant Agreement letter will expire on completion of the Project.
2. We may cease to provide the Grant (or any unpaid instalments of the Grant) and terminate our agreement with you immediately if any of the following happens:
 1. you breach any of these terms and conditions, including the use of the Grant;
 2. you cease trading or become unable to repay your debts and/or an insolvency situation arises (for example a receiver, liquidator or administrator, trustee or similar is appointed over any of your assets or you propose to make any arrangement with your creditors or you enter into liquidation);
 3. you do something which has, or which we deem may have, the potential to materially damage our brand, our reputation or goodwill. For the avoidance of doubt, such activity by you may not necessarily be through work undertaken on the Project, it could be through other areas of your work; or
 4. you are unable to perform your obligations under these terms and conditions.

10. Data

1. In this clause, "Data Protection Legislation" means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UKGDPR.
2. You agree and acknowledge that we and our agents shall have the right to use any Data for the purposes set out in Clause 8.2 above and you shall ensure that data subjects are informed of and, to the extent applicable, consent to our and our agents' access to and use of the Data that is collected in relation to them. You shall ensure that such notice is given/consent obtained at the time of collection of any such Data and such wording is included in any agreement, quotation form, contract form, referral form or application form.

11. VAT

You acknowledge that the Grant is not part of any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant and that the Grant made by us is inclusive of VAT.

12. General

1. Overall funding in any year is limited. You acknowledge that we can only guarantee payment of the Grant as long as funds are available. As such, we reserve the right to limit and/or to withdraw all or part of a Grant at any point. We limit our liability to the amount of the Grant awarded only.
2. You may not transfer any part of the Grant or any rights under it to another organisation or individual, unless you have entered into an agreement which must have been authorised by us in writing, permitting you to work with another organisation in delivering the Project.
3. Any variations to these terms and conditions shall not be valid unless agreed in writing by us.
4. Any notice or communication to be given under these terms and conditions must be made in writing. We will assume any notice has been received two working days after the date it was posted. We will also assume that any notice given electronically shall be deemed to have been received at the beginning of the next working day, so long as a confirmation of sending receipt is received. Notices shall be sent to:
 1. Together for Short Lives:
Suite 1b
Whitefriars
Lewins Mead
Bristol
BS1 2NT
 2. or to such other address(es) as we may notify to you from time to time; and
5. you at the address provided to us below.
13. These terms and conditions and the documents referred to in them (including the Application) contain everything agreed between the parties in relation to the Grant. No other party save for Together for Short Lives and the recipient shall have any rights to enforce any term of this agreement.
14. If a court decides that part of these terms and conditions are not enforceable in law, that decision does not alter the enforceability of the rest of the terms and conditions.
15. The Grant, these terms and conditions and all disputes and claims arising out of or in connection with them will be governed in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction.
16. If your organisation does not meet the requirements set out in this document, we reserve the right to reclaim some, or all, of the Grant at any time.

Please note: no material change to the Project or its implementation as set out in the application may be made by you without the prior consent in writing of Together for Short Lives.

I have read and understand these Terms and Conditions

Signed:

Name:

On behalf of:

Job title: Chief Executive Officer

Contact email:

Hospice Address:

Signed:

Name:

On behalf of:

Job title: Trustee

Contact email:

Hospice Address: