

STANDARD GRANT TERMS AND CONDITIONS

Introduction

1. These are the standard terms and conditions, or rules, for Community Foundation grants. If we ask you to agree other conditions, they will be in your grant offer email. Please read the terms and conditions carefully to understand your responsibilities. You must keep the grant offer email and these terms and conditions for reference. You should also share them with the people responsible for managing your organisation's finances and funded activities. If you do not wish to agree the terms and conditions, please tell us immediately and we will withdraw the grant offer.
2. In this document:
 - 'you' and 'your' means the organisation we have offered a grant;
 - 'we' and 'our' means the Community Foundation; and
 - 'written agreement' or 'in writing' includes email or other electronic communications.

Purpose of our grant

3. You must only use our grant for the purpose in our grant offer letter. You must tell us if:
 - you want to do something different with the grant;
 - you cannot use all or part of the grant (normally within 12 months of the date of our offer email, or another period we agree with you); or
 - you receive funding from somewhere else which duplicates our grant.
4. In any of these cases, you may have to repay some or all our grant unless we approve a change in writing.

Monitoring and record-keeping

5. You must complete a monitoring report where required at the end of the period of work we are funding. If we pay the grant in instalments, you must also complete progress reports. We will send a reminder by email before a report is due to the person who is our main contact for the grant. We will not consider another grant application from your organisation if you do not provide satisfactory monitoring information as agreed.
6. You must keep accurate records on your spending. This includes staff and payroll records where applicable. It also includes receipts or invoices for equipment, building work or services you purchased with our grant. We must be able to see these at any reasonable time during the period of our grant and up to three years after the work we fund is finished (or another period we agree). You must send us a copy of your most recent annual financial statements if we request them.
7. We may visit your organisation to see and discuss the work we have funded and to see evidence of how you spent the grant and understand the difference our funding made.

8. We may share information you give us with relevant organisations (e.g. the police or Charity Commission) if appropriate during any investigation.

Paying the grant

9. We normally pay one-year grants in a single instalment once you have accepted our grant offer and met any conditions. We normally make payment by BACS transfer to the account you gave on your application. You must tell us if your bank details change.
10. If we pay your grant in instalments, we will need a satisfactory progress report to trigger further payments. Before we release the first instalment, we will agree objectives for you to report progress against. You should plan to spend each instalment in the period which it covers. If there is any underspend you want to carry forward with our agreement, you should make it clear in your report.
11. We will release the next payment once you have submitted a satisfactory progress report and we have your most recent annual financial statements. If progress is not satisfactory, we may ask you to meet further conditions before we release payment.

Acknowledgements and publicity

12. If you refer to our grant in your financial statements, you must list us as 'Community Foundation Tyne & Wear and Northumberland' or 'the [name of fund] at the Community Foundation Tyne & Wear and Northumberland.'
13. You must acknowledge us in any press release, publication or promotional material about work we fund as 'Community Foundation Tyne & Wear and Northumberland'. We may also ask you to acknowledge the fund that provided the grant. You must contact us in advance if you plan to issue a press release specifically about the activity we fund.
14. You may use our logo for reporting and publicity about work we fund following the guidance provided on our website www.communityfoundation.org.uk/about-us/media-and-publicity. If you want to use our logo for another purpose, you must contact us in advance to get permission.
15. We will include the grant in data we publish. We will contact you in advance if we want to publicise your grant. We will get your permission before commissioning photographs of the activity we fund or using photographs you have given us.

Your responsibilities

16. You must do the following.
 - Fulfil your purpose and responsibilities as set out in your governing document.
 - Meet all your legal and regulatory obligations, including making sure you continue to have adequate safeguarding arrangements in place.
 - Have any necessary permissions and adequate insurance, and ensure you store any equipment funded by our grant safely and securely.
17. You must tell us immediately in writing of any significant development affecting your whole organisation, or the work we have funded. This includes the following situations.

- If you change the main contact for our grant.
- If you dismiss or remove your Chair or Chief Executive, or the key staff responsible for work we have funded.
- If you have financial or cash flow problems, or any incident of fraud.
- Any other matter concerning your organisation that is reported to the police, Charity Commission or another regulatory or safeguarding authority.

Withdrawal or reclaim of grant

18. We may withdraw the grant offer, or we reclaim all or part of a grant paid, in any of the following situations.
 - If you do not comply with these terms and conditions.
 - If you knowingly withhold information in paragraph 17.
 - If you give false information to us in your application or about your grant.
 - If an investigation by the Charity Commission, police or another regulatory or safeguarding body identifies serious concerns about your organisation.
 - If, in our opinion, your actions conflict with our policies or damage our reputation.
19. If your organisation becomes insolvent, goes into administration, receivership or liquidation, you must contact us immediately. If our grant or any part of it has not already been spent on the agreed purpose, you must return it to us.
20. If your organisation decides to merge with another group during the period of our grant, you must contact us immediately. We may consider transferring the grant to the merged organisation subject to it being eligible for our funding.