

Colyer Fergusson Charitable Trust
GRANT OFFER, TERMS AND CONDITIONS

This document contains the conditions governing the grant to be made by Colyer Fergusson Charitable Trust ("we") to ("you").

Please arrange for the grant offer to be acknowledged and the conditions accepted by your organisation as soon as possible. This should be done by the Chair or Treasurer signing and returning this form.

Please read this document carefully and send one signed copy to:

Jacqueline Rae
CEO
Colyer-Fergusson Charitable Trust
34 Hill Street
Richmond
TW9 1TW

And keep one copy for your own purposes.

GRANT OFFER / PURPOSE

Organisation:	xxx
Grant Reference:	xxxxx
Grant Purpose:	xxxx
Grant Amount:	£
Payment Schedule:	A single payment of £xxx

GRANT TERMS AND CONDITIONS

1. Purpose of grant

The grant is made only for the purposes set out in your grant application summarised above in the Grant Offer section of this document. You must request the Trust's permission before implementing any variations.

The Trust's support will be based on the application received from you and limited to this.

2. Payment arrangements

If your grant lasts for more than one year, payments in subsequent years will be dependent upon receipt of progress reports which are satisfactory to the Trustees.

Organisations will be expected to repay grants if they are found to have acted fraudulently or negligently or are dissolved, wound-up, (under the Insolvency Act 1986 or the Charities Act 2011), disbanded, are put into insolvent liquidation, or if the Commissioners use their powers to establish a Scheme for the administration of a charity (section 69, Charities Act 2011) or otherwise cease to operate. Any decision to claim back the grant or any part of the grant shall be at the sole discretion of the Trust. Grants are also repayable if the 'Expression of Interest' was completed fraudulently.

3. Progress reports

The Trust expects you to provide regular progress reports by email and a final report on the impact of your grant. You will be expected to relate your progress and final report to the impact outcomes/benefits that you listed in your original grant application. Schedule One sets out the reporting requirements for all Colyer-Fergusson Charitable Trust grants.

4. Presentations, publications and publicity

The Trust expects you to acknowledge its support as appropriate and will supply a logo for this purpose if requested. Organisations receiving large grants over £50,000 are asked to acknowledge our support in their Annual Report.

You must make sure that we have approved any press statements associated totally or partly with the project we have funded before they are released. You must co-operate with us on publicity initiatives concerning the granting of an award and wherever appropriate, we will expect you to acknowledge our funding support.

We will put the details of the projects we fund on our website at: www.cfct.org.uk.

5. Obligation to advise material changes

You are responsible for monitoring your use of our funds. You must tell us immediately if you plan to change the purpose of your project and about any relevant factors that materially affect your project or its progress, as and when they arise.

The Trust reserves the right to claim back any grant or part of a grant which has not been used for the purposes agreed. Organisations must inform the Trust of any under spend in a grant and any decision to claim back the grant or any part of a grant shall be at the sole discretion of the Trust.

6. Keeping records

We assume that you will keep proper and up-to-date records and accounts that show how the grant is being used. The financial records should be available to the Trust for inspection at reasonable notice if requested.

7. Compliance

In carrying out your project you must make sure that you comply with all relevant laws, regulations, codes of practice and guidelines including, among others, those relating to

- Employment
- Health and safety
- Data protection
- Keeping information confidential

8. Indemnity

You must maintain appropriate insurance policies covering professional, public and employer's liability risks, and give us evidence of those insurance policies if we ask.

9. Events beyond your control

If there is a considerable delay between the offer of a grant and its take-up, you will be required to supply up-to-date financial information. If you are prevented from carrying out or finishing your project for any reason beyond your reasonable control, we will not treat this as a breach of any agreement. However, where such circumstances prevent or delay you from carrying out your project for up to six months, either you or we can end the grant arrangements.

10. Cancelling the grant

We are entitled to end the grant arrangements immediately, cancel any future grant payments and recover any grant payments we have already made if we decide that the project is not progressing to our reasonable satisfaction.

In any case, if you do not take up a grant within 12 months of this agreement, we will withdraw it.

11. Communications

All communications between us and you shall be in (or confirmed in) writing and will include the reference number which appears on the front of this grant confirmation letter. "Writing" includes fax and e-mail messages.

12. Law

These arrangements are governed by English law.

Schedule One
Grant Reporting Requirements

All grants are subject to the timely receipt of progress reports and a detailed final report on the impact made by the grant.

All grants

A final report is required within fourteen months of the final grant payment. The final report will refer back to the impact/outcomes that you listed in your original grant application and we expect you to explain the extent to which these were achieved. We will write to you approximately three months before the deadline for the final report with detailed information about what is required from you.

Multi-year grants

All future payments of multi-year grants are conditional upon the timely receipt of satisfactory progress reports. **NB:** We do not expect projects to run smoothly at all times and we ask grant recipients to be as candid as possible when explaining how the project is progressing. Unforeseen project difficulties and challenges will not normally affect the payment schedule. Future payments will be suspended only if there is a serious, systemic failure of the project; or we have not received any progress reports from you.

DECLARATION

Organisation:

Grant Reference:

Grant Amount: £

Conditions of Grant: The grant must be used for the purposes outlined in **Grant Offer / Purpose** section in page 2 of this document.

I **am an authorised representative**

(Name of organisation)

I accept the grant offered by the trust and the terms listed above. I agree to provide the trust with progress reports and a final report as detailed in Schedule One of this contract.

Signed **Date**

Position in Organisation