Terms and Conditions of Emergency Grant

1 Definitions

In these standard terms and conditions:

"Asset" means an asset, the purchase, construction or improvement of which is funded in whole or in part by the Grant and which has a value of £500 or more and has a useful economic life of three years or more (based on generally accepted accounting principles in the United Kingdom);

"Grant" means the amount in pounds you are giving to us for the Project, as set out in your grant offer email;

"Grant Agreement" means these standard terms and conditions of grant, our application form letter and your grant offer email;

"parties" means you and us;

"Project" means the project for which you are giving us the Grant, as described in our application form and referred to in your grant offer email;

"we" means the organisation receiving the Grant (including its employees, officers, consultants, representatives and advisers) and "us" and "our" shall be construed accordingly; and

"you" means LandAid Charitable Trust Limited (including its CEO, Head of Programmes and Impact, Head of Finance, trustees and Grants Committee members) and "your" shall be construed accordingly.

2 The Grant

2.1 We will use the Grant exclusively for the delivery of the Project

2.2 We will specifically acknowledge the Grant in our annual reports and accounts as restricted funding provided by you.

2.3 We will not disclose the existence, provisions or subject matter of the Grant Agreement and all information received or obtained as a result of entering into or performing the Grant Agreement which relates to you or your business, finance or other affairs unless and to the extent such disclosure is approved by you in writing.

2.4 We consent to any disclosure of the Grant and/or the Project by you provided that such disclosure is in accordance with applicable law and does not include any information that we have, acting reasonably, expressly identified to you as confidential. We will co-operate fully and provide you with such assistance as you may reasonably require in connection with your
3 The Project

3.1 We will start the Project timeously and in not more than two months of the commencement of the Grant Agreement.

3.2 We will complete the Project timeously and in not more than six months of receipt of the Grant from you unless your agreement is sought.

3.3 We will monitor the progress of the Project at all times and provide you with one report detailing and evidencing how the grant monies have supported the project by way of but not limited to invoices, receipts, a case study or video.

3.4 We will immediately provide you with written notice of any fact, matter or circumstance which could or will delay or otherwise affect the delivery of the Project and will take such actions or steps as are practicable to avoid, mitigate, remedy or prevent such fact, matter or circumstance.

3.5 We will not make any substantive change to the Project without your prior written consent (such consent to be requested on reasonable notice).

4 Our Organisation and General Obligations

4.1 We confirm that we are a charity registered with the Charity Commission for England and Wales, the Office of the Scottish Charity Regulator or the Charity Commission for Northern Ireland, as applicable, or a society with charitable objectives registered with the Financial Conduct Authority (FCA).

4.2 We will ensure that we are correctly constituted and regulated and that the receipt of the Grant and the delivery of the Project are within the scope of our constitution.

4.3 We will comply with all applicable law and will not do anything that will prejudice your goodwill at all times.

4.4 We will maintain adequate insurance with reputable insurers to cover all risks which a professional and responsible charity would normally insure against and, on your request, will provide you with copies of all current policies and evidence of the payment of all premiums.

4.5 We will comply with any reasonable requirements that you may have for meetings with any of our employees, officers, consultants, representatives or advisers at any time.

4.6 We will properly keep and maintain all accounts and records (including but not limited to all personnel and payroll records in relation to any staff funded by the Grant) for at least three years after the expiry or termination of the Grant Agreement and, on your request, provide copies of such accounts and records.

4.7 We will promptly provide you with written notice of any change to the information we have provided you (in our application form or otherwise).
4.8 We consent to the reproduction of any information we have provided you (in our application form or otherwise) provided that any such reproduction is in accordance with applicable law and does not include any information that we have, acting reasonably, expressly identified to you as confidential.

4.9 We will promptly provide you with written notice of any material legal proceeding, suit, action, litigation, arbitration or tribunal proceeding, prosecution or any governmental or regulatory investigation, pending or threatened, by or against us.

5 Grants for Assets and Services

5.1 We will take reasonable steps to obtain value for money when buying goods and services in connection with the Project by obtaining quotations or applying competitive tendering.

5.2 We will ensure that the Assets will be kept in a good and safe state of repair and condition, in good working order and will be regularly and properly maintained where this is in our control. We will provide you with written notice if any Asset requires material replacement, repairs or additions.

5.3 We will not make any change to the use of an Asset at any time without your prior written consent (such consent to be requested on reasonable notice).

5.4 We will not sell, transfer, assign, mortgage, charge, pledge or otherwise dispose of any Asset or of any interest in any Asset or any rights attaching to it without your prior written consent (such consent to be requested on reasonable notice).

6 Payment

6.1 You may pay the Grant in a one-off Bacs payment to the Bank Account provided within the application.

6.2 We acknowledge that the Grant is inclusive of value added tax (VAT).

6.3 We will immediately on demand repay to you any amount of the Grant paid to us if any of the following occurs:

6.3.1 we do not utilise the Grant in full solely for the Project;

6.3.2 we commit a material breach of the Grant Agreement or any other agreement we have with you;

6.3.3 we have committed negligence, wilful misconduct, wilful default, wilful concealment, bad faith or fraud under or in connection with the Grant Agreement, or otherwise in the conduct of our affairs;

6.3.4 you reasonably believe that any proposed change or transfer of the type described in paragraph 4.9 will adversely affect our ability to comply with the Grant Agreement;

6.3.5 we sell or otherwise dispose of any Asset without your prior written consent;

6.3.6 we are not legally permitted to receive the Grant;
7 General

7.1 You will not be liable to any person that is not a party to this contract for any claim in connection with the Project. You will not be liable to us for any claim under or in connection with the Grant Agreement for:

7.1.1 any loss of profit, revenue, anticipated savings, business or contract; and/or

7.1.2 any special, indirect or consequential loss.

7.2 The parties do not intend any term of the Grant Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

7.3 Nothing in the Grant Agreement or any matter or arrangement contemplated by it shall be construed as creating a partnership, joint venture, association, fiduciary relationship or other co-operative entity between the parties for any purpose whatsoever.

7.4 If all or any part of any provision of the Grant Agreement shall be or become illegal, invalid or unenforceable in any respect, then the remainder of that provision and/or all other provisions of the Grant Agreement shall remain valid and enforceable.

7.5 No amendment or variation of the terms of the Grant Agreement shall be effective unless it is made or confirmed in a written document signed by both parties.

7.6 The Grant Agreement and any non-contractual obligations arising out of or in connection with the Grant Agreement shall be governed by and construed in accordance with English law.

7.7 The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute which may arise under or in connection with the Grant Agreement or the legal relationships established by the Grant Agreement.