

## Standard terms and conditions of grant

### Definitions

“We” and “Our” refer to the organisation receiving the grant bound by these terms and conditions.

“You” and “Your” means LandAid Charitable Trust and includes LandAid employees and those acting for LandAid.

“The Project” means the Project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

“Assets” are items whose purchase, construction or improvement are funded in total or in part by a capital grant, that cost or are valued at £500 or more, and have a useful economic life of three years or more (based on normal accounting practice).

The “Grant Agreement”, which we have accepted, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions we have agreed. The Grant Agreement time period starts from the date of your grant offer letter.

### 1 In general

- 1.1 We will use the grant exclusively for the delivery of the Project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you if the Project does not proceed on the terms of the Grant Agreement.
- 1.2 We will ensure that while the Grant Agreement is in force 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 governing documents.
- 1.3 We understand that these terms and conditions are not negotiable and will not be changed.

### 2 The Project

- 2.1 We will get your written consent before making any change to the Project or to its aims, structure, delivery, outcomes, duration or ownership.
- 2.2 We will start the Projects within 12 months of the Grant Agreement. If we cannot meet this date we will write to you giving reasons for the delay, you may or may not grant an extension.
- 2.3 We agree to make satisfactory progress with the Project and complete within two years of receipt of the grant.
- 2.4 We shall secure any other funding needed for the delivery of the Project, as detailed in our application and will provide evidence of this that is acceptable to you.
- 2.5 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published material, including online, that refers to the Project, or individual Projects, including accounts and public annual reports, website, social media, press releases, job advertisements or in written or spoken public presentations about the Project.
- 2.6 We hereby consent to any publicity about the grant or the Project as you may from time to time require. You can carry out any forms of publicity and marketing to publicise the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities. We agree to comply with the communication requests outlined in the grant offer letter. You may use the Project to assist in further fundraising.
- 2.7 We will tell you promptly about any changes to information we have provided.

- 2.8 We will tell you immediately if any of our key contacts change.
- 2.9 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy.
- 2.10 If we are a charity, we will register with the Charity Commission (England and Wales), the Charity Commission for Northern Ireland or the Office of the Scottish Charity Regulator (if our income goes over their minimum exemption figure).
- 2.11 We will maintain adequate insurance with reputable insurers to cover all legal and other liabilities at all times and will supply copies of current policies and evidence of premium payment to you if requested to do so.
- 2.12 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose, including publication, as you see fit.

### **3 Our organisation**

- 3.1 During the Project life we will get your written consent before:
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.
  - Changing our organisation's ownership, composition, structure or the key personnel involved in the delivery of the Project.
- 3.2 We will write to you as soon as possible if any legal claims or investigations are made against us and/or which would adversely affect the delivery of the Project during the period of the grant.

### **4 VAT**

- 4.1 We acknowledge that the grant made by you is inclusive of VAT.

### **5 Our annual report and accounts**

- 5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the Project under the description "LandAid Charitable Trust".
- 5.2 We will keep proper and up to date accounts and records for at least three years after the termination of our grant and make these financial records available to you if requested.

### **6 Monitoring**

- 6.1 We will monitor the progress of the Project and complete regular reports as you require using the forms you send us.
- 6.2 We will send you any further information you may ask for about the Project or about our organisation, and its activities, the number of jobs created by the Project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the Project and evaluate your grants programmes.
- 6.3 We will fill in a final report on the Project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction. If you request, we will send you annual accounts for the full period.
- 6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion.
- 6.5 We will tell you immediately if there is to be any variation to or decrease in the Project outcomes.
- 6.6 We will comply with any reasonable requirements that you may have for site visits (including visits to

individual Project sites), compliance visits, and meetings with our officers or agents at any time during or after completion of the Project or during the asset monitoring period.

## 7 Grants for Assets and Services

7.1 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.

7.2 We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. If the asset is damaged, destroyed or stolen, we must tell you in writing. We must notify you in writing in advance of any change to the purpose for which the Project assets are used during the asset monitoring period and may require written approval from you.

7.3 We understand that you may choose to monitor assets bought by us with the grant for the period shown in the following table. We will supply you with the information that you ask for and will allow you to inspect the assets for this period if requested to do so. We understand and accept that the asset monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.

Asset type	Value of asset	Asset monitoring period (from date of acquisition or completion of capital works)
Equipment	£500 and above	2 years or the economic life of the asset whichever is the shorter
Refurbishment, extension or construction of buildings or other		5 years

7.4 We will get your written consent before any disposal of assets within the above asset monitoring period. This includes any disposal by us, a third party or any party or any owner with an interest (whether equitable or legal) in the asset.

7.5 If any part of the capital grant is to buy land (whether freehold land or leasehold land), we will send you the following documents:

- A surveyor's report on the condition of the property, its value and whether it is suitable for the Project.
- Confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained.
- If the grant is for £100,001 or over, a certificate of title completed by our solicitors, together with a signed legal charge and our solicitors undertaking to register it at the Land Registry and at Companies House, if appropriate, or deed of dedication or, if the property is registered, our solicitors undertaking to lodge restriction at the Land Registry or if the property is unregistered, a deed of undertaking.

7.6 If any part of the capital grant is to buy leasehold land, then we will ensure that the lease will be for the following minimum term of years or for minimum asset monitoring period in clause 7.3, whichever is the longer:

- For capital grant of up to £100,001: a lease of at least 5 years.
- For capital grant of more than £100,001: a registered and assignable lease of at least 10 years.

7.7 If all or part of our capital grant is to be used for any building work we understand and accept:

- That you may keep the appropriate proportion of the grant (depending on whether you are funding fees) until we have provided evidence in a satisfactory form that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work.
- That if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.

7.8 We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, within 5 years of its completion.

7.9 If we sell or dispose of any capital asset within 5 years, we may have to repay you all or part of the money

we have received from you. The amount we repay will be in direct proportion to the share of the Project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.

## **Grants for Salaries**

- 8.1 We will ensure that we have proper employment policies and procedures in place at all times.
- 8.2 If the grant is for a salary of a new and additional post, if there is no suitable internal candidate, we will make sure the vacancy is advertised externally, using appropriate media. Advertisements will acknowledge that you are the funder of the post. This applies to any re-advertisement.
- 8.3 We will maintain records of staff funded by you including their names, their salaries and their start, and, if appropriate, end dates and give you this information in the final report.
- 8.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for three years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

## **9 Payment of grant**

- 9.1 You will pay the grant by cheque or BACS.
- 9.2 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 18 months of the date of the grant offer letter; otherwise it will automatically lapse, unless we write to you with a request for an extension and you agree to this request in writing.
- 9.4 Grants for capital payments will not be paid until the funding required for the Project is secured.
- 9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.
- 9.6 You may choose to hold 5% of the grant to be paid on completion by us of the final grant report.

## **10 Length of Grant Agreement**

- 10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the payment of the last instalment of the grant.
  - As long as any part of the grant remains unspent.
  - The expiry of the maximum asset monitoring period (clause 7.3).
  - As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).
- 10.2 You can only guarantee future instalments of the grant as long as funds are available and you continue to operate.

- 10.3 You are not liable:
- To any person for any matter arising in connection with the development, planning, construction, operation, management and administration of the Project.
  - To us for any loss or damage arising directly or indirectly as the result of us complying with standard conditions or terms of grant.
- 10.4 We hold the grant on trust at all times and may not transfer it.
- 10.5 The Grant Agreement is solely between us and you. The standard terms and conditions cannot be enforced by any other party.
- 10.6 We accept that you may share information about our grant, our organisation or our Project with any parties of your choice. Details of the Project may be broadcast on television, on your website, in newspapers and through other media.
- 10.7 You will not increase the grant if we spend more than the agreed budget.
- 10.8 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from a suspension even if the investigation finds no cause for concern.
- 10.9 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
  - We completed the application or any subsequent information dishonestly or significantly incorrectly or misleadingly.
  - Members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act at any time during the Project dishonestly or negligently or in any way, directly or indirectly.
  - Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body.
  - There is a significant change of purpose, ownership or recipient, either during the Project or within the monitoring period, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
  - That we fail to provide information that would affect your decision to award, continue or withdraw all or part of the grant.
  - We are or become legally ineligible to hold the grant.
- 10.10 You may withhold or demand repayment of all or part of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or in Scotland, our organisation's estate is sequestered.
- 10.11 You may assign any of your rights under the Grant Agreement to any other or successor body.
- 10.12 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual.

**11 Additional conditions**

11.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

- We are in breach of the Grant Agreement.
- You withdraw any part of the funding for the Project.
- Any funding due from other sources for the Project has been withdrawn or otherwise cannot be used for the Project.
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project.
- You believe such conditions are necessary or desirable to make sure that the Project is delivered as set out in our application or following any agreed changes.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position in the organisation:

Position in the organisation: **Chief Executive**

\_\_\_\_\_

Signed on behalf of:

Signed on behalf of: **LandAid Charitable Trust Ltd**

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_