

## Grant Terms & Conditions

Specific terms and conditions will be developed for each grant awarded. Outlined below is a model of the general types of conditions that will be put in place. The table below provides guidance on the length of grant agreement for different award levels.

Grant Amount Awarded	Length of Grant Agreement
£5,000-£20,000	7 years
£20,001-£100,000	15 years
£100,001 and above	25 years

### Definitions

'We' and 'our' refer to the organisation receiving the Grant bound by these Terms and Conditions.

'You' and 'your' means The London Marathon Charitable Trust and includes your employees and those acting for you.

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.

The 'Grant Agreement', which we have accepted and signed, includes and incorporates these standard Terms and Conditions with any other conditions we have agreed. We waive the right to take up the Grant if we do not sign the Grant Agreement within eight weeks of your having sent it to us.

### 1. The Grant

1.1 We will use the grant for:

- i. the project as detailed in the application submitted to The Trust
- ii. the purpose as detailed under Purpose of the Grant, and
- iii. the expenditure as detailed in the approved budget

1.2 During the continuation of this Grant Agreement we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.

1.3 We will make sure that all current members of our governing body or our executive team, if we are a statutory organisation, and all future members appointed during the period of the Grant receive a copy of the Grant Agreement.

## **2. The Project**

2.1 We will obtain your written agreement before making any change to the project.

2.2 We will start the project within six months of the date you sent us the grant offer letter.

2.3 We agree to make satisfactory progress with the project in accordance with any timetable set out in our application form and supporting documents and to complete it within two years of the grant offer.

2.4 We will not use the Grant to pay for any spending commitments we have made before the date of the Letter of Offer.

2.5 We will tell you of any offer of funding for the project from anyone else at any time during the project.

2.6 If the cost of the project decreases, you will decrease the amount of the grant by the appropriate share of the project budget we submitted to you.

2.7 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 documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote 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.

2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.

2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 2018 and the General Data Protection Regulation 2016/679. We will tell you immediately if any of our key contacts change.

2.11 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. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a protection policy to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

2.12 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.

2.13 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation of insurance cover to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

### **3. Our Organisation**

3.1 We will get your written agreement before: changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue and Customs, or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

3.6 We will ensure that we have adequate financial systems and checks in place, including a Fraud and Whistle blowing policy, to effectively manage and reduce the risk of fraud.

### **4. Conditions associated with the capital grant**

4.1 We will obtain all necessary consents under planning, ancient monuments or historic buildings legislation, or building regulations or other relevant legislation and such consents will be obtained before the works commence and the works will satisfy the conditions of such consents.

4.2 We will ensure that all works are carried out in full to the complete satisfaction of The Trust and in accordance with all necessary Local Authority and other statutory consents.

4.3 We will inform The Trust in writing:

- when the work is to commence, and of the anticipated date of completion;
- of completion of the works;
- if any variation to the agreed specification is to be made.

4.4 We acknowledge that if variations to the agreed specifications are made without The Trust's approval and which are not to The Trust's complete satisfaction these may invalidate the grant offer.

4.5 We will keep all receipts and invoices over £250 for you to look at for seven years after the Grant is paid.

4.6 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. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.

4.7 We acknowledge that no part of the Grant may be used for the replacement of any asset previously funded by the Grant and that if any such asset is lost, damaged or destroyed, we will be obliged to use our other financial resources to procure that it is replaced or repaired as appropriate.

4.8 The Trust accepts no responsibility, financial or otherwise, for liabilities arising out of the work of the organisation. Any commitments incurred before the date of the Letter of Offer is made or any commitment in excess of the approved budget shall be the responsibility of the organisation.

## **5. Payment of the Grant**

5.1 We acknowledge that we are responsible for up-front payment of all grant-related costs and that the grant will be paid only on satisfactory completion of the works and submission of the relevant accounts.

5.2 We understand that under exceptional circumstances The Trustees may provide a limited number of interim payments against work in progress but that these are made at your discretion.

5.3 We will submit supporting claims once the project is complete, identifying the cost of individual grant eligible items separately.

5.4 We will acknowledge in writing receipt of payment of the Grant.

## **6. VAT**

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

## **7. Our annual report and accounts**

7.1 We will acknowledge your Grant in our annual reports and accounts covering the period of the project.

7.2 We will show your Grant and related expenditure as a restricted fund under the description 'The London Marathon Charitable Trust Grant' in our organisation's annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each

restricted fund separately. If we have more than one Grant from you, we will record each Grant separately in the notes to the accounts.

7.3 We will keep proper and up-to-date accounts and records for at least seven years after the period of the Grant Agreement, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you upon request.

7.4 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

## **8. Publicity and acknowledgment of a grant from The London Marathon Charitable Trust**

8.1 We accept that you may share information about our Grant with any parties of your choice. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

8.2 We will acknowledge the Grant in all media produced about the work and acknowledge the Grant appropriately elsewhere, for example in annual reports, unless you ask us not to do so.

8.3 We will discuss media releases with The Trust staff before release.

8.4 We acknowledge your right to publicise any offer of Grant and we recognise that you may use our organisation's name in its publicity material.

8.5 We will display by way of a plaque or other suitable record, which is approved by you, a permanent sign that the works have been made possible by a Grant from The Trust.

8.6 We will ensure that a plaque or notice acknowledging the support given to the project by The Trust is clearly displayed within one month of completion of the project in a form that is mutually agreed but to include in all cases The Trust's logo.

8.7 We will ensure that the logo is used in the correct and expected manner as detailed in the Logo Guidance for Grant Beneficiaries.

## **9. Monitoring**

9.1 We will report to you on the progress of the project every six months from the date of the offer letter until the capital project for which the Grant has been offered is completed.

9.2 After the capital project has been completed, we will monitor the progress of the project against the outcomes we identified in the Grant application and report back to you annually for three years using your Annual Project Impact Report (APIR) form.

9.3 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 you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

9.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

9.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

## **10 Data protection**

Information we provide will be stored on computer and in hard copy by The Trust and may be made available to funding bodies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Summary details of information relevant to the award of funding will also be made available to the public via The Trust's website, Annual Report and other Trust publications. All information will be stored in compliance with Data Protection legislation.

## **11. Breach and Repayment**

11.1 We accept that you may demand repayment of all or part of the Grant and/or cancel any unpaid part of the Grant at your absolute discretion in any of the following circumstances if:

- Any term or condition to which the Grant is subject is not complied with or is contravened; or
- During the period of seven years beginning on the date on which the grant is paid, we dispose of the interest held in the facility on that day or any part of that interest by way of a sale, exchange or lease for a term of not less than seven years; or
- The facility is no longer available to members of the general public either permanently or for a total of three months in any one 12-month period.
- We do not notify you immediately in writing of any disposal of the whole or any part of the said interest which is to take place within seven years of the date on which the grant is paid.
- 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 form dishonestly or significantly incorrectly or misleadingly.
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement.
- If at any time while the grant agreement is in force, in your opinion acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on The London Marathon Charitable Trust.
- Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue and Customs, or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.

- At any stage of the application process or during the period of the grant agreement we do not let you have 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.
- If you have reasonable grounds to believe that it is necessary to protect your Grant money.

11.2 We acknowledge that you reserve the right to require the payment of interest on any sum that is repayable under 11.1 above at such reasonable rate and for such period up to the date of actual repayment as you may in your absolute discretion determine.

## **12. Length of Grant Agreement**

12.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- For seven years following the date of the payment of the grant.
- The expiry of the maximum period required under the Grant Agreement for asset monitoring.
- As long as we do not carry out any of the Terms and Conditions of the Grant Agreement, including any of your reporting requirements or any breach of them continues or we have any outstanding obligations under these terms (this includes any outstanding reporting on Grant expenditure or project delivery or any obligations to maintain records).

## **13. We understand that**

13.1 You will not increase the Grant if we spend more than the agreed budget.

13.2 You may want to investigate any matters concerning the Grant (or any other grants you have given to us) at any time while the Grant Agreement is in force. We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from any investigation even if the investigation finds no cause for concern.

13.3 We acknowledge that you may assign any of your rights under the grant agreement to any other or successor body.

13.4 No other body has any claims on you under these terms and conditions and person shall be entitled to any rights in respect of the grant agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **14. Additional conditions**

14.1 You have the right to impose additional Terms and Conditions on the Grant if:

- We are in breach of the Grant Agreement.
- You withdraw any part of the funding 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 or on your reputation.
- If you have reasonable grounds to believe that it is necessary to make sure that the project is delivered as set out in our application or following any agreed changes.

14.2 By signing the Grant Acceptance Form we have confirmed the following:

- That the two signatories are authorised by the organisation named in the application form to enter into a legally binding agreement on our behalf.
- We certify that the information given in the application form and any supporting documents is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.
- We understand that any offer of Grant will be subject to Terms and Conditions and we confirm that the organisation has the power to accept this Grant if the application is successful and to repay it if the Grant Terms and Conditions are not met.
- We understand that it is the sole responsibility of the Grant recipient to ensure that all Terms and Conditions of the Grant are satisfied.
- We have not altered or deleted the original wording and structure of the application form as it was originally provided or added to it in any way.

Additional conditions may be added that are specific to your grant. We will send you the specific terms and conditions applying to your grant with your grant offer.