

## **Sample Terms and Conditions of Grant**

- 1. All monies must be spent entirely for the purposes for which they have been allocated. We consider the submission of the application form as acceptance of this requirement and the wider terms and conditions contained in this document. If The Charity does not feel able to meet the required terms and conditions please notify the Foundation that it does not wish to accept the grant.
- **2.** The grant is provided on the basis that the Foundation has committed funds to meet agreed future grant payments. In the event of the Foundation being unable to meet this commitment it reserves the right to withdraw the offer of funding and cancel future grant payments.
- **3**. The grant is provided on the basis that the costs it is meeting have not and will not be secured from other sources.
- **4.** Vouching documentation must be kept for all expenditures paid with the Grant as accounting records may be checked by the Foundation. This includes receipts and invoices for all payments made with the Grant; payslips, payroll records, timesheets and bank statements for staff whose salaries the Grant was used towards; mileage and other expenses claims submitted by staff and volunteers and which the Grant was used to discharge. We reserve the right to visit The Charity to see and discuss the work supported by our funding and the right to obtain evidence of approved expenditure at any time.
- **5**. Any changes to a grant must be agreed in writing with a member of the Grants Team. If the grant, or any part of it, is not used for the purpose specified, or is unspent, the Foundation may ask for it to be returned.
- **6**. We reserve the right to cancel a grant or require repayment if we find that any material information provided on the application form or during the assessment process was misleading, inaccurate or fraudulent.
- **7**. Where the award was made to employ a member of staff, the recruitment advertisement must include the Foundation's logo. Please contact your Grants Officer, who will supply you with the relevant logo, and provide advice.
- **8**. Where the award was made for promotional materials or literature the Foundation's logo must be included.
- **9.** If The Charity becomes insolvent, goes into administration, receivership or liquidation it should contact the Foundation at the earliest opportunity. If the grant or any part of it has not already been spent on the purpose specified, it must be returned to the Foundation.
- **10**. An evaluation report must be completed within twelve months of the letter of offer. If the report is not received, the Foundation will require the return of the grant in full unless there are unusual mitigating circumstances.

- **11.** You must make us aware immediately of any serious incident reports made to Charity Commission for Northern Ireland, or if you become aware of any concerns raised with CCNI about your charity.
- **12**. Your organisation may be required to participate in evaluation of the overall Community Grants Programme.
- 13. The award must be acknowledged within your Annual Report and Accounts.
- **14**. By signing these Terms and Conditions you agree that Halifax Foundation for Northern Ireland shall be entitled to share the information that it holds on your organisation with any agency or authority which, in the exercise of a statutory power of investigation, requests such information from the Foundation. We publish details of grants awarded for promotional purposes. We may also share or publish statistics or information about your grant for analytical purposes to help us and other funders understand the funding landscape to increase the effectiveness of grant making. However, personal details will not be shared.
- **15.** We hold the contact details of The Charity and the contacts named on the application on our database for the purposes of the administration of the grant. We reserve the right to share this information with appropriate parties, such as The Charity Commission, for the purposes of managing the grant. Please notify the Foundation if there are changes to the contact information for The Charity or the person who is managing the grant. By contacting the Foundation, the contacts named in The Charity's application may request that their details are expunged from our database. Where contact details are removed, we require The Charity to supply the Foundation with details of alternative contacts.
- **16.** The Charity shall ensure it shall at all times comply with all data protection laws applicable in the jurisdiction in connection with the processing of personal data (as defined in data protection laws) and shall not by any act or omission cause the Foundation (or any other person) to be in breach of any data protection laws.