

ABF The Soldiers' Charity (ABFTSC)
Terms and Conditions Applicable To The Award Of A Grant
FY19/20

Any grant is subject to the general terms and conditions which are set out below. Any deviations to these will be set out in your grant award letter. By accepting a grant, you agree that you have read, understood and agree to these terms and conditions. Any questions should be emailed to our grants team at: externalgrants@soldierscharity.org.

1. Project/Activity

1.1 You will use the grant exclusively for the project outlined and within the timescale, if any, specified in your application. If you are unable to use the grant, in whole or in part, for the purpose or within the timescale for which it was designated, you will inform us in writing immediately.

1.2 You understand that any grant awarded is made by ABFTSC on behalf of the Regiments and Corps of the Army. ABFTSC accordingly does not expect your fundraising department to make applications for additional funding for the same or another project to the Regiments or Corps without notifying ourselves beforehand. Any such application may result in the need to repay the grant awarded, in accordance with Clause 3.4. **Any application made or funding received from Regiments and Corps for the same or another project must be declared within the application.**

1.3 You will hold any unused part of the grant on trust for ABFTSC at all times, and will, if appropriate, repay any unused grant to us immediately on request.

1.4 You will ensure that all current and future members of your governing body and executive team understand these Terms and Conditions while the Grant Award document remains in force, normally 12 months.

1.5 You will inform us, as soon as practical, about any significant changes in facts or circumstances that may have an impact on the project that we are funding or on your organisation as a whole. Examples are not limited to, but might include: a change of post holder if we are funding a specific post; the departure of a key member of staff such as CEO; a severe funding crisis; any change of control of the grant recipient; or, any other threat to the viability of the organisation or project, including any 'reputational' issues that will be made public. However, you agree to inform ABFTSC in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs Fundraising Regulator, Information Commissioners' office or any other regulatory body.

1.6 You agree to take all reasonable steps to make satisfactory progress with the project and to complete it within the timescale specified in your application. You will inform us if there are any difficulties that may hinder or prevent you from fulfilling your obligations. You note that ABFTSC accepts no liability either now or in the future for the consequences of the delivery of the project/activity including contract

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negotiations, maintenance, repair and replacement of buildings, equipment or items purchased and all legal and insurance liabilities.

1.7 We will expect you to acknowledge the grant publicly as appropriate and as practical. In particular, we would expect you to acknowledge our support in any published documents that refer to the project, including any advertisements, accounts and public annual reports or in written and spoken presentations about the project. We will, if our grant award is over £50K, expect you to insert a comment in the main body of your Annual Report and or Impact Report. Should the grant be in excess of £100K, formal acknowledgement of the award in the form of a paragraph in your Annual Accounts and/or Impact Report, would be required and we are available to help draft any text as appropriate. We will expect you to follow our branding and publicity guidelines at all times and liaise with our Communications Team at the earliest opportunity. We would also expect you to acknowledge our support on your website and social media channels. You will keep us informed of any significant media interest, whether local, regional or national, in the project or the support given to the project and/or your organization by ABFTSC, especially if that interest is potentially negative or may damage the reputation of ABFTSC.

1.8 No license is granted to use the Charity's name, logo and branding, except as permitted by the Charity in accordance with clause 1.7.

1.9 You agree to provide to ABFTSC case studies and quality photos (if appropriate) clearly demonstrating the impact of the project on the individual and/or group concerned. You understand that steps may need to be taken to protect beneficiary confidentiality.

1.10 You will at all times complying with Data Protection Legislation. Data Protection Legislation shall mean (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ('GDPR') is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

1.11 You agree to comply with all laws and this will include but without limitation compliance with all charity law, the protection of children, young people and adults at risk legislation, employment legislation, equality legislation, planning, health and safety requirements and procurement legislation and you will obtain all relevant legal or regulatory approvals, copyright and other consents and licences necessary for the Activity to be delivered. In particular, but without limitation, you will ensure that all staff or volunteers involved in the delivery of medical and /or specialist activities or therapies are professionally trained and fully and appropriately qualified and insured.

1.12 If your project involves work with children or vulnerable adults we will expect you to take all reasonable steps to ensure their safety. In particular, we expect you have a written policy and set of procedures in place at all times to safeguard individuals and ensure that your staff have the relevant DBS, Disclosure Scotland or PVG clearance. You agree to provide us with details of any instances relating to safeguarding in the previous two-year period, as highlighted in the grant application.

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1.13 You understand that we may reproduce any part of your application or subsequent information supplied by you for any purpose as we see fit, without any right of claim by you in respect of copyright.

2. Project/Activity Progress Reports

2.1 You will monitor the progress and impact of the project and complete any reports we may request from time to time using the forms that we supply, so that we can satisfy ourselves that the terms and conditions of the Grant Award have been and continue to be met.

2.2 We will expect you to update us on progress of the project and will provide any further information we may ask for from time to time about the project or about your organisation, and its activities, the number of users and other beneficiaries and such other information relating to the project as we may reasonably request. We may use this information to monitor or publicise the project and/or evaluate our grants programme.

2.3 The recipient should maintain all invoices, receipts, accounts and other relevant documents relating to the expenditure of the grant for a period of at least six years following receipt of the grant to which they relate. This would be required to comply with VAT audit requirements, lest the VAT status of the grant ever be challenged.

3. Length of Grant Agreement

3.1 Grants are awarded for a 12-month period only (unless a shorter or longer [longer](#) period is specified in the grant award letter), from the date of the receipt of the award by you, normally by BACS payment. You acknowledge and agree that no further applications can be submitted by you to ABFTSC in relation to the same or any substantially similar project or activity within the same ABFTSC financial year (1 April to 31 March). Each grant should be treated as a “one-time payment” that has been made solely for the purpose stated in the application.

3.2 Recipients are to acknowledge their acceptance of these Terms and Conditions which will be included in the Grant Award letter, by completing the grant acknowledgement.

3.3 A new grant application must be submitted for each new request with the appropriate supporting documentation and there is no guarantee that future funding will be made available.

3.4 If (a) you are no longer able to spend all or any part of the grant for the purposes or within the time period specified in the Grant Award document or (b) there is any material misrepresentation in your grant application or (c) you commit any material or repeated breach of the terms of the Grant Award document, we shall be entitled to give you written notice to terminate the Grant Award Document with immediate effect, subject to ABFTSC’s discretion. If the Grant Award is terminated, you agree that you will immediately repay to us the whole or any unspent portion of the Grant, subject to ABFTSC’s discretion.

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Definitions

“**You**” and “**your**” refer to the organisation receiving the grant bound by this document.

“**We**” and “**our**” means ABF The Soldiers’ Charity (ABFTSC) and includes your employees and those acting for you.

“**Grant**” means the provision of funds from ABFTSC, based on an approved application, for a proportion of or full economic costs of the project/activity.

“**Grant Award Document**” means the grant application form, together with any supporting documents, the grant award letter and these terms and conditions.

“**Recipient**” means the organization that receives a grant from ABFTSC.

The “**project**” means the project that ABFTSC are giving you the grant for, as set out in your application form and any supporting documents and/or as varied by the Grant award letter

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