

The Seafarers' Charity - Grant Terms and Conditions Agreement

i:	Grant Reference:	<FIELD Applicant No.> / <FIELD Request No.>
ii:	Grant Awarded:	<FIELD Grant Awarded>
iii:	Term of Grant:	One year
iv:	Grant Funded Activities/Core Costs:	<FIELD Project Description>
v:	Special Grant Terms and Conditions:	If none listed then this grant remains a standard grant. <FIELD Terms>
vi:	Payment Details:	<FIELD Payment Details> If this section is not completed Section C is relevant.

The Terms and Conditions together with the grant offer e-mail set out the complete Terms and Conditions under which the grant is made by The Seafarers' Charity. The grant holder, and any parties supported by the grant must be aware of and comply with these terms and conditions and the grant offer e-mail.

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A DEFINITIONS

1. 'Grants Terms & Conditions' means this Agreement together with the Grant Offer E-mail ('GOE').
2. 'We', 'us' and 'our' refer to The Seafarers' Charity. 'You' and 'your' refers to the organisation receiving the grant award and bound by these terms and conditions, in this case, <FIELD Applicant Name>.
3. 'Grant Amount' is outlined at 'ii' at the start of this Agreement and in the 'GOE'. 'Grant' is a financial award to an organisation that is made to support its wholly charitable activities and is not a payment for services.
4. 'Grant Funded Activities' means the core costs, service, activity/activities funded by this grant award as set out at 'iv' at the start of this Agreement.
5. 'Core Costs' means the overhead costs of an organisation, as opposed to those specific to a project. Whilst these costs do not directly produce outputs of charitable activity, they are necessary to deliver the activity/these activities. Examples include general management staff, IT equipment and training, fundraising and governance but this grant cannot be allocated, in full or part to your organisation's reserves.
6. 'Capital Grants' means a grant for Capital Assets for the sum of £15,000 or more. 'Capital Assets' means all permanent and temporary buildings or structures, vehicles, machinery, computers, computing and communications hardware and software, fixed and loose tools, clothing, furniture, medicines and any other physical form of equipment or materials.
7. 'Payment Details' means the way in which the funding is being provided, which could be as one sum, in instalments or staged payments as stated at 'vi' above. If not stated above Section C is relevant.

B GRANT AMOUNT AND TERM

8. The amount of the Grant is stipulated in the GOE and at 'ii' at the start of this Agreement. You must accept our offer within eight (8) weeks of receiving it by signing and returning one copy of the Grant Terms and Conditions Acceptance Form (Form 1). If you do not return the signed Grant Terms and Conditions Acceptance Form within eight (8) weeks our offer may be withdrawn. Once the offer has been withdrawn, it will be entirely within the discretion of the Trustees to decide if and when you can resubmit your application.
9. The GOE must be signed by a person/s authorised to sign on behalf of the organisation.
10. The Grant must be used exclusively for the Grant Funded Activities.
11. You must not use the Grant to pay for any expenditure incurred before the date of the Grant Terms and Conditions and GOE.
12. You will tell us immediately if any offer of match funding for this Grant Funded Activity is withdrawn or reduced at any time or if additional funding is offered.

C PAYMENT OF GRANT

13. We will pay you the Grant to enable you to carry out the Grant Funded Activities. If at any time we are not satisfied that you have met all the Grant Terms and Conditions, we may postpone payment of the Grant until we decide that the terms are met and/or we receive any requested information.
14. Grants of £100,000 or more will be paid in two equal instalments unless otherwise outlined at 'vi' at the start of this Agreement.

D CAPITAL GRANTS

15. Capital Grants will be paid once you provide us with two (2) written estimates for the work. In some cases, at the discretion of the Impact Director, the Capital Grant may not be paid until the works have been completed and we are in receipt of invoices.
16. Capital Grants used to purchase individual items must be recorded in your register of Capital Assets. Such Capital Assets should not, for a period of three (3) years [or ten (10) years in the case of Capital Assets purchased for more than £100,000] be sold below market value without the Impact Director's written permission. You will not sell, give away or borrow against any Capital Assets during the period of their economic life without first receiving our written consent.
17. We will monitor Capital Assets purchased with a Grant of over £100,000 for a period of up to ten (10) years after the Grant was made. Capital Assets purchased for less than £100,000 but more than £15,000 will be monitored for a period of three (3) years. You will supply us with any information we request in this regard and allow us to inspect the Capital Assets during that period. During this monitoring period you will provide an annual statement that all grant funded Capital Assets are still in use and insured.

E PROGRESS REPORTING / MONITORING AND EVALUATION

18. If your grant exceeds £10,000 you are obliged to complete our Survey Monkey monitoring and evaluation form 14 months after receiving the Grant or as requested by us. If you do not do so your failure may affect any further funding requests.
19. If your grant is less than £10,000 we may contact you to talk through some case studies or examples of your charitable work achieved with our grant.
20. You will send us any further information we deem relevant to our understanding of how the Grant Funded Activities are being delivered and the funding used.

F RECOVERY OF GRANT

26. We may require all or part of the Grant to be repaid if you do not comply with the Grant Terms & Conditions or fail to carry out the Grant Funded Activities.
27. If you or anyone working with you to deliver the Grant Funded Activities does anything which brings you or us into disrepute, we may require all or part of the Grant to be repaid.
28. Any Grant which remains unspent at the end of the Term of the Grant set out at 'iii' (or as a result of termination or breach of the GOE and this Agreement) must be returned to us and not retained unless agreed in writing by the Impact Director.
29. The Trustees reserve the right to terminate this Agreement with immediate effect for any reason.

G LEGAL AND INSURANCE REQUIREMENTS

30. In carrying out the Grant Funded Activities you undertake to comply with all UK statutory and regulatory requirements, or the statutory requirements of your Country. You will inform us immediately of any investigation concerning your organisation or its directors, staff, volunteers carried out by any legal or regulatory body.
31. You must have such insurance as is necessary for the normal conduct of your activity/activities at all times and, where necessary, put in place any additional or supplemental insurance cover to deliver the Grant Funded Activities. This includes employee and public liability insurance.
32. You will ensure that you have all appropriate safeguarding and risk assessment policies in place which are upheld and reviewed at Board level annually, with a review date noted on the policy.
33. The Trustees accept no liability for the expenditure of the Grant or liabilities arising out of such expenditure or activity/activities funded by the Grant. No indemnity is provided by making the Grant.
34. This Agreement does not grant any party rights over the intellectual property of the other party.
35. For the avoidance of doubt, this Agreement is not a contract for services.

H ACCOUNTS AND FINANCIAL MANAGEMENT

36. Charitable organisations (in the UK and overseas) must comply with all applicable national or local laws relevant to them.
37. You must retain all accounting and other records relating to the Grant Funded Activities for at least six (6) years from the end date of the Term of Grant.
38. If we ask, you must give us, or any person nominated by us, access to all records relating to the Grant Funded Activities upon reasonable demand and at our expense, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to six years after the Grant Funded Activities have finished.
39. In addition to the monitoring requirements in section E, we may require copies of the accounts and supporting documents covering the period in respect of Grant Funded Activities demonstrating that you have complied with such requirements.

I INFORMATION

40. You must tell us promptly about any changes to the information you have given us and you must make sure that the information we hold about your organisation is accurate and up to date.
41. You must seek our consent in advance if you want to make any significant changes to your legal status or to the Grant Funded Activities being delivered under this Agreement. We will not unreasonably withhold our consent to any such changes.
42. You must write to us as soon as possible if any legal or other claims are made or threatened against you which would adversely affect the Grant Funded Activities during the Term of the Grant.
43. You must inform us immediately if you are experiencing any financial or administrative difficulties that may hinder or prevent you from fulfilling your obligations under this Agreement.
44. You agree that the information you have provided to us in your grant application and monitoring and evaluation form may be used by us and disclosed to the public for publicity purposes or to third parties for legal and regulatory purposes.

J MARKETING, PUBLICITY AND ACKNOWLEDGEMENT

45. You will publicise the Grant in your marketing materials. This includes but is not limited to acknowledgment of the Grant in your annual accounts (if you do this for other grants of similar size); a news story of our funding on your website or via social media to announce our funding; inclusion of the Grant on your website and in other suitable marketing materials (printed or electronic) and your social media accounts. We request that you 'like' us on Facebook; 'follow' us on Twitter, Instagram and other relevant social media accounts.
46. You are authorised to use The Seafarers' Charity logo and a link to our website in connection with any marketing or publicity.

K PARTNERSHIP AND ASSIGNMENT

47. Nothing in this Agreement shall be deemed to constitute a partnership between us and you.
48. You must not allocate, assign, delegate or commission any of your obligations to carry out the Grant Funded Activities to a third party (excluding any wholly owned subsidiary of, or organisation controlled by you) without first obtaining our prior written consent.

49. This Agreement is personal to you and may not be assigned at law or in equity without our prior written consent.

L LIABILITY

50. In connection with this Agreement and the Grant Funded Activities, we shall not be liable to you in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by you of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

M JURISDICTION AND GOVERNING LAW

51. This Agreement will be governed by and construed in all respects in accordance with English law.

52. In relation to any legal action or proceedings to enforce this Agreement or arising out of, or in connection with, this Agreement and unless we agree otherwise, you irrevocably submit to the jurisdiction of the English courts and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

N AMENDMENT

53. This Agreement may not be amended unless such amendment is agreed in writing.

Please retain these Terms and Conditions.

Return Form 1 to accept the Grant Offer E-mail and Terms and Conditions