**STANDARD TERMS AND CONDITIONS**

Churches Conservation (CC) is legally obligated to ensure that its grants are used for the purpose agreed and that monies are spent within a reasonable timescale. These terms and conditions constitute the agreement between Churches Conservation and the applicant in relation to the grant, along with the application form and the grant offer letter (including any special conditions specified in it).

**Notification**

CC will only notify successful applicants of its decision. CC will not give individual feedback on unsuccessful applications.

**The Project**

The applicant will deliver the project funded by CC in accordance with the applicant’s bid to CC, unless otherwise agreed in writing. The grant must ONLY be used for the purposes specified.

If the applicant is experiencing difficulty delivering the work funded within the timeframe specified in the application form, it must inform CC in writing at the earliest possible opportunity. Return of part or whole of the grant may be requested if the work cannot be completed within reasonable timescales that CC may specify.

**Grant Payments**

The amount of the grant will not be increased in the event of any overspend by the applicant in delivering the project.

The applicant must promptly repay to CC any money incorrectly paid to it either as a result of an administrative error or otherwise.

The grant must be listed in the applicant’s annual accounts as “restricted” funding and acknowledgement made to Churches Conservation as below.

**Monitoring and final report**

The applicant will:

1. Carry out regular monitoring of its work to ensure that it is delivering the project as agreed.
2. Maintain accurate and up to date financial records for the project as to how exactly the grant has been spent.
3. Provide access to any person authorised by CC during the project.
4. At the end of the project provide CC with a written report of the work undertaken including a minimum 3 no. photographs of the completed project, together with copies of invoices for the work. The report to be received within 12 months of receipt of the grant unless otherwise agreed.

**Acknowledgement**

The applicant will acknowledge CC’s role as funder at any suitable opportunity and in any suitable literature. The applicant will not do anything which may adversely affect the reputation of CC or generate adverse publicity for CC

In accepting a grant from CC the applicant agrees to CC using its name, logo, information about its work and the project being funded in its own publicity material and on its website.

In instances where confidentiality is a particular issue the applicant must advise CC of this before accepting the grant.

**Intellectual Property**

CC and the applicant agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights owned by either CC or the applicant prior to the grant payment or developed by either party during the grant term, shall remain the property of that party.

**Cessation or Reimbursement of the Grant**

CC may request the return of all or some of its grant at any time if:

1. The project funded is terminated by the recipient
2. Excess funds are provided for completion of the project

Or the applicant

1. Uses the grant for purposes not previously agreed by CC
2. Is unable to spend the grant as specified
3. Is unable to spend the grant in the time period agreed; CC may request the return of any portion of the grant which has not been spent at the end of the grant period.
4. Is found to have given false or misleading information to CC at any time
5. Fails to comply with any of these terms and conditions.
6. Ceases to operate for any reason, passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved, becomes insolvent or is placed into receivership, administration or liquidation, or enters into any arrangement for the benefit of its creditors.

**Termination**

CC may terminate this agreement and any grant payments upon giving the applicant one month’s written notice should it be required to do so by financial restraints or for any other reason.

**Liability and Indemnity**

The issuing of a grant does not imply any responsibility on the part of CC, or its Trustees for the health and safety or conduct of employees, volunteers, beneficiaries, members of the public or others connected with the applicant.

By accepting these terms and conditions the applicant agrees to indemnify and keep indemnified CC from and against any and all claims, damages, losses and expenses which it incurs or sustains as a result of non-fulfilment of the obligations of the applicant under these terms and conditions, any of its actions or omissions in relation to the grant and its use of the same.

CC excludes any liability on the part of the CC in relation to the project or the non-payment of grant monies.

**Warranties**

The applicant warrants, undertakes and agrees that:

a. it has all necessary resources and expertise to deliver the project to be funded by the grant;

b. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify CC immediately of any significant departure from such legislation, codes or recommendations;

c. it has and shall keep in place adequate procedures for dealing with any conflicts of

interest;

d. it has and shall keep in place systems to deal with the prevention of fraud and /or administrative malfunction;

e. all financial and other information concerning the charity which has been disclosed to

CC is, to the best of its knowledge and belief, true and accurate;

f. it is not subject to any contractual or other restriction imposed by its own or any other organisation’s rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the grant;

g. it is not aware of anything in its own affairs, which it has not disclosed to CC or any of CC’s advisers, which might reasonably have influenced the decision of CC to make the grant on the terms contained in these terms and conditions; and

h. since the date of its last accounts there has been no material change in its financial

position or prospects;

i. it has secured or will secure any relevant permissions, rights and licences which may be required to carry out the project, and that no materials provided to CC will infringe the copyright of any third party;

j. will notify CC of any significant legal claims (including notices of intention to take legal action made against it;

k. will notify CC promptly of any material events or developments which are likely to affect the expected date of completion.

**Future applications**

Successful applicants can reapply after **two** years of receipt of a grant.

**Insurance**

The applicant shall maintain in force for the grant term a full and comprehensive buildings insurance policy in respect of its activities in delivering the project funded by the grant.

The applicant shall (on request) supply to CC a copy of such an insurance policy and evidence that the relevant premiums have been paid.

**Assignment**

The applicant may not, without the prior written consent of CC, assign or sub-contract the benefit and/or the burden of this agreement.

**Grant Offer Letter**

Any additional or special conditions contained within the grant offer letter also form a part of the grant terms and conditions under which the grant is paid.

January 2017