

Terms and Conditions of grants

The Trustees of The Waterloo Foundation (the "Foundation") make all grants available upon the following Terms and Conditions which, by accepting support from the Foundation, you agree to be bound by. These Terms and Conditions apply to all of the Foundation's grants and are not individually negotiable. Terms used in your offer letter have the same meaning in these terms and conditions.

Use of grant

1. The grant the Foundation makes to you (the "grant" and for the purpose of these terms and conditions "grant" includes any loan) will be used solely for the project in the manner specified in your offer letter.
2. The project may not be altered or amended in any way without the prior written approval of the Foundation and you must notify the Foundation in writing of any proposed change to the project, or to the manner in which the grant is to be applied for the project, as soon as such proposal is made.
3. Any part of the grant that is not required or used by you for the project in accordance with the terms set out in your offer letter, or which remains unspent at the end of the active funding period, must be returned to the Foundation unless agreed in writing. You must notify us without delay (and in any event within [one calendar month]) following the end of the active funding period if any amount of grant remains unspent.

Accounting and reporting

4. You will acknowledge receipt of each payment of grant in writing on your letterhead within one calendar month of receipt.
5. You will keep separate accurate and up-to-date accounts and records of the receipt and expenditure of the grant.
6. You will hold and account for the grant as a restricted fund and not as general funds.
7. You will provide the Foundation with the reports and other information (and in accordance with the timetable) specified in your offer letter as well as any other information in relation to the grant, the project, and/or your organisation which the Foundation may require from time to time, both during the active funding period and for three years after the submission of the final project report.
8. You will permit the Foundation's agents and employees to visit you to inspect the work comprised in the project and the manner in which the grant has been applied.
9. You will notify the Foundation in writing as soon as reasonably possible and without undue delay if:

- a. there is any material adverse change to your financial or operating position which could impact on your ability to deliver the project or your ability to comply with your obligations to the Foundation under your offer letter and these terms and conditions; or
- b. you are required by law or other regulatory obligation to make a report about any aspect of your operations or activities to the Charity Commission for England and Wales or any other relevant regulator (and will if we require provide copies of any such reports made by you).

Withholding and repayment of grant

10. If the Foundation concludes (in its sole opinion) that any part of your grant application is misleading or false or that you are in breach of any of these terms and conditions or any specific terms which apply to your grant, the Foundation has the right to require the repayment of the grant by you in full.

11. The Foundation may decide (at its discretion) to withhold any outstanding instalment of your grant if:

- a. we are not satisfied that you have made sufficient or satisfactory progress with the delivery of the project in accordance with the requirements of your offer letter; or
- a. the reports and other information you provide us with are not provided in accordance with the requirements and to the timetable specified in your offer letter.

12. The Foundation has the right to withhold payment, or require immediate repayment of all or any part of the grant not yet spent on the project, in the event that you become insolvent or go into administration, receivership, liquidation or (in the Foundation's opinion) are unable to pay your debts as they fall due.

13. If you fail to confirm your acceptance of the grant within six calendar months of the date upon which our offer letter was issued, the Foundation reserves the right to withdraw and cancel its grant offer entirely.

Use of name and logo

14. The Foundation will not, without express permission, use your name and details of the application/ grant for the purpose of publicity. The Foundation is entitled to use any of the information you provide in order to assist the Foundation to develop and deliver on its grant-making policies and procedures. Our Privacy Notice gives further details on how we will use your information. It can be found at <http://www.waterloofoundation.org.uk/Privacy.html> and is available on request from the Foundation.

15. You will require the prior written consent of the Foundation to use the logo, corporate style or the name of the Foundation. Use of our name and/or logo in any press or media activity relating to the Foundation and the project or your organisation must be agreed by us prior to release. You will comply with any specific requirements, restrictions and brand guidelines we impose in relation to the use of the Foundation's name and logo, including but not limited to any restrictions on the period for which such rights may be used.

16. If the Foundation asks you to, you will acknowledge the making of the grant by the Foundation in all printed material that you produce in relation to the project and will ensure that the Foundation is acknowledged appropriately in your annual report and accounts or other external organisational documents.

Intellectual property

17. Unless otherwise agreed and confirmed in your offer letter, you and the Foundation agree that any intellectual property rights of whatever nature owned by either you or the Foundation before the commencement of the active grant period or developed by either you or the Foundation during the active grant period will remain the property of the party which owns or has developed the intellectual property rights.

Liability and risk

18. The Foundation's total liability to you in respect of the grant is limited to the amount of the grant.

19. All risk in connection with the operation of the project rests with you and the Foundation takes no responsibility for any liabilities whether direct or indirect, arising from your delivery of the project (including, but not limited to, any costs incurred through sickness, maternity leave or other issues related to the employment of staff involved in the project and for the avoidance of doubt the provision of a grant does not imply that the Foundation takes upon itself any of the responsibilities of an employer or is to be regarded as such).

20. You will consider whether insurance is needed to cover any material risks that may arise in connection with the project and, if such insurance is needed, will take out and maintain such insurance at your own cost.

Legal and regulatory compliance

21. You will put in place and maintain at all times appropriate policies and procedures to protect from harm people who come into contact with your organisation (including but not limited to beneficiaries, staff and volunteers). You will provide us with copies of your safeguarding policies and other relevant documents and information upon request.

22. You will comply with all laws and regulatory requirements relating to anti-bribery, anti-corruption and money laundering which apply to your activities in any part of the world in which you operate and will provide us with copies of any relevant policies upon request.

General

23. These Terms and Conditions together with your offer letter and the Foundation's Privacy Notice constitute a grant funding agreement between the Foundation and you and are not intended to create any partnership, joint venture or agency relationship, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

24. Grants are made at the absolute discretion of the Trustees of the Foundation. The terms and conditions of grants are non-negotiable.

25. Certain grants may be subject to additional or modified conditions. Any specific additions or modifications will be set out in your offer letter (and, in the event of any inconsistency, the terms of the offer letter prevail).

26. Where support is to be made by loan, any additional terms and conditions of the loans will be set out in your offer letter.

27. These Terms and Conditions are governed by the Law of England and Wales and both you and the Foundation will submit to the exclusive jurisdiction of the English and Welsh courts in respect of any dispute.