



For grants between £2,000 and £10,000

Definitions

- The '**Project**' means the project or activity that we have agreed to give you a grant for, as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents.
- The '**Grant**' is the amount awarded by Halsway Manor Society Ltd (HMS) for the **Project**.
- The '**Grant Agreement**' which you will accept will contain:
 - the offer letter, which may include additional conditions.
 - these standard terms and conditions.
 - the payment conditions.

Standard terms and conditions for grants

1. The Grant

1.1 The amount of the **Grant** is set out in the offer letter. We are not able to increase the amount of the **Grant**. The amount of the **Grant** may be different to the amount that you applied for.

1.2 You must accept our offer with an email confirmation within two weeks of receiving it. If you do not accept your grant within two weeks our offer will lapse. If you are an organisation, the offer must be accepted by someone who is authorised to sign on behalf of your organisation.

1.3 Subject to satisfactory receipt of the information and actions required from time to time, as set out in the **Grant Agreement**, we will pay the **Grant** in the instalments as set out in the **Grant Agreement**.

1.4 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information you hold is always true and up to date.

1.5 If you spend less than the whole grant on the **Project**, you must return the unspent amount to us within 1 month of the **Project** end. If the **Grant** part-funds the **Project**, you must return the appropriate share of the unspent amount to us.

1.6 If the final payment instalment is not claimed within 90 days of the **Project** end it will no longer be payable to the grant recipient.

2. The project

2.1 You must get our written permission before making any changes to the **Project** or to its aims, structure, delivery, outcomes, duration or ownership.

2.2 You must ensure that all records, including financial records, relating to the **Project** are accurate and up to date and available for inspection upon request.

2.3 Where requested you must provide us with clear and accurate accounts that cover the period of the **Project**. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure. We may ask for proof of expenditure.

2.4 You must take all reasonable steps to ensure the safety of any children, young people and adults at risk of abuse that you will work with.

2.5 We cannot advise you of your legal responsibilities in your dealings with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children.

3. Marketing and publicity

3.1 You must acknowledge our support by featuring the HMS logo on all information, marketing and publicity materials relating to the **Project**, including printed and online material.

3.2 HMS must be acknowledged by name at any performances, workshops, gigs or other events which form part of the **Project**.

4. Breach of these terms and conditions

4.1 If you fail to meet any of these terms and conditions or breach the **Grant Agreement** in any way, we may, in our absolute discretion:

4.1.1 require you to pay back all or part of the **Grant** (regardless of how much you may have already spent); and/or

4.1.2 stop any future payments; and/ or

4.1.3 terminate the **Grant Agreement** immediately;

4.2 We may recover the **Grant** in our absolute discretion, if any of the following events occurs:

- 4.2.1 you close down your business (unless it joins with, or is replaced by, another business that can carry out the **Project** and we have provided our prior written permission);
- 4.2.2 you make any changes to the **Project** without first getting our written permission;
- 4.2.3 you use the grant for anything other than the **Project**;
- 4.2.4 you do not follow our reasonable instructions;
- 4.2.5 you do not complete the **Project** on time without our prior knowledge and agreement;
- 4.2.6 you do not carry out the **Project** with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;
- 4.2.7 you receive funding for the **Project**, or, any specific element, of the **Project** from us under a separate grant agreement, or another source that duplicates, or is an attempt to duplicate, the funding we have awarded;
- 4.2.8 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
- 4.2.9 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
- 4.2.10 you act illegally or negligently at any time;
- 4.2.11 you act in such a way that we believe you have significantly affected the delivery of the **Project** or are likely to harm our or your reputation.
- 4.2.12 without first getting our approval in writing, you sell or in some other way transfer the **Grant**, your business or the **Project** to someone else;
- 4.2.13 we deem it unlikely that the **Grant** will fulfil the purpose for which we made it.

5. Finance and reporting

- 5.1 Any changes to the submitted budget should be agreed by HMS.
- 5.2 The final **Project** report should include a breakdown of all costs incurred. HMS may request receipts and other financial records associated with the **Project**.
- 5.3 The Grantee is required to submit a report detailing the **Project's** progress

and the use of funds at the midpoint of the **Project**. A final report is due no later than 30 days after the end of the Grant Period. This should detail how the **Project** delivered the agreed aims, reached the agreed targets and fulfilled the core objectives. The final 20% instalment will be paid to the grantee(s) following the submission and agreement by HMS of the final report.