



BEDFORD EDUCATIONAL ASSOCIATION (Registered Charity No: 307529)

STANDARD TERMS AND CONDITIONS OF GRANT

1. DEFINITIONS

- 1.1. 'You' means the person (individual) or organisation that we have given a grant to.
- 1.2. 'We', 'us' and 'our' means the Bedford Educational Association and includes our trustees and those acting for us.
- 1.3. The 'Project' means the project, activity or purpose that we have agreed to give you a grant for, as set out in your application form or letter, together with any supporting documents such as budget information, timescales and any other documents (as applicable) that set out how your Project will be managed ('the Project Proposal').
- 1.4. The 'Grant Agreement' includes and incorporates:
 - 1.4.1. these standard terms and conditions;
 - 1.4.2. the Grant Letter which sets out any additional conditions (if any); and
 - 1.4.3. the Project Proposal.
- 1.5 The 'Grant Letter' means the letter sent by us to you confirming the offer of the grant, and any specific conditions to the grant in connection with the Project.

2. THE GRANT

- 2.1 The amount of the grant is set out in the Grant 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.
- 2.2 We will pay the grant as set out in the Grant Letter. We will not be responsible for any losses or costs arising from a failure to make any grant payment on any agreed date.
- 2.3 You must use the grant exclusively for the Project and only in accordance with this Grant Agreement.
- 2.4 You must get our written permission before making any material changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership. If we agree that you can make material changes to the Project, this may be subject to us imposing additional conditions which will be set out by us in a revised Grant Letter.
- 2.5 You must tell us promptly about any material changes to the Project, including any material changes to the information you have given us in connection with the Project, and also any changes to your bank or building society details. You must make sure that the information provided to us by you is always true, accurate and up to date. We reserve the right to request a refund of the monies (or any part thereof) if the Project changes significantly from that which we agreed to give you a grant for.
- 2.6 If you no longer need the grant funding from us (or any part of the grant funding) you must promptly tell us and return such monies to us as soon as reasonably practicable. You agree and acknowledge that you hold any such monies, including any unused part of the grant, on trust for us at all times.



2.7 You must tell us if you receive any other funding for the Project from any other source at any time during the Project (unless previously notified to us). If this means that you no longer need the funding from us, you must pay the grant (or such part of the grant as is no longer needed) back to us promptly.

2.8 If you spend less than the whole grant on the Project, you must notify us and return the unspent amount of the grant to us promptly. If the grant part-funds the Project, you must return the appropriate share of the unspent amount to us.

2.9 You must not enter into an agreement with any third party with a view to commercial exploitation of the Project or anything related to it, without first obtaining our consent in writing. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.

3. THE PROJECT

3.1 Unless otherwise agreed, you must start the Project as soon as possible following receipt of the first grant payment from us.

3.2 You must make satisfactory progress with the Project and (where applicable) complete it on time. You must tell us immediately if anything threatens to curtail or delay the Project.

3.3 Where applicable, you must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for seven years after the Project has finished and provide us with copies upon reasonable request.

3.4 Where applicable, you must maintain adequate insurance at all times and provide us with copies of these policies upon reasonable request. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets that you have purchased using the grant.

3.5 You must send us any information and records that we reasonably require to monitor your Project and how the grant is being used.

3.6 In carrying out your Project, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ and/or the goods and services you buy. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law and for complying with all data protection regulations.

4. GENERAL

4.1 We are not obliged to provide, nor should you assume that we will provide, any further funding for the Project after this grant.

4.2 If you break any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We only give up our right to enforce the Grant Agreement if we tell you so in writing.

4.3 If you breach any term of this Grant Agreement, we can immediately terminate any other grant agreements that we have with you and/or make you pay back any grants and stop any future payments.

4.4 Our trustees and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your Project, you are still fully responsible for every part of the Project, your business (if applicable) and the



decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

4.5 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.

4.6 You will inform us in advance of any publicity or media coverage of the Project and will acknowledge us in this coverage. Permissions for all publicity materials, including photos, must be sought from children and parents before submission to us.

6. BREACH AND TERMINATION

6.1 If you fail to meet any of these terms and conditions, we may, in our absolute discretion:

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

6.1.2 stop any future payments; and/or

5.1.3 end this Grant Agreement immediately; and/or

5.1.4 take any of these actions in connection with any other grant that you may have with us.

5.2 We may recover the grant (or any part thereof) in our absolute discretion, if any of the following events occurs (where applicable):

5.2.1 you close down your business and/or organisation (where applicable), unless it joins with, or is replaced by, another business/organisation that can carry out the Project and we have provided our prior written permission;

5.2.2 you make any changes to the Project without first getting our written permission;

5.2.3 you use the grant for anything other than the Project;

5.2.4 you do not follow our reasonable instructions;

5.2.5 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;

5.2.6 you do not complete the Project on time without good reason;

5.2.7 you have supplied us with any information that is wrong or misleading, either unintentionally or deliberately or have failed to disclose any relevant information;

5.2.8 you act illegally or negligently at any time, and we believe it has significantly affected the Project, and/or is likely to harm our or your reputation; and/or

5.2.9 we deem it unlikely that the grant will fulfil the purpose for which you applied for it.