

## **Terms and Conditions**

### **1 Principal Terms**

- 1.1 The grant must be used for the exact purpose described in the application form.
- 1.2 The grant will be spent within one year of receipt unless otherwise agreed with you in writing.
- 1.3 The grant can only be used for costs incurred after the date of your grant offer letter and only during the term of the project as agreed with us.
- 1.4 The objectives, purpose and outcomes for which this grant is made, including any numerical targets, will be sent to you within your grant award email and these form part of these Terms and Conditions.
- 1.5 If during the delivery of the project, it becomes apparent that the project is unlikely to achieve the objectives, completion date, purpose or outcomes for which the grant was awarded, the Organisation must advise Suffolk Community Foundation (the Foundation) immediately. The Organisation will not make any changes to the objectives, date of delivery, purpose and outcomes without prior consultation with and written permission from the Foundation.
- 1.6 Any supplementary conditions required as stated within your award email must be satisfied before the grant can be paid.
- 1.7 If material changes are made to the Organisation's constitution or articles of association during the grant period, the Foundation must be notified.
- 1.8 The Organisation must comply with all relevant legislation that affects how the project is carried out including the General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018.

### **2 Finances**

- 2.1 The Organisation will keep all financial records and accounts, including receipts for items bought with the grant, for at least six years from receiving the grant. These will be made available to the Foundation if requested. (This does not release the Organisation from its legal obligations to keep records for longer periods.)
- 2.2 The Foundation's grant will be shown separately in the Organisation's annual accounts as 'restricted funds' and will not be included in its general funds.
- 2.3 If the grant is not fully spent for the purpose awarded within 1 year of the award (or alternative agreed timescale), any underspend will be returned to the Foundation.
- 2.4 The Foundation may hold back a grant or ask for repayment in whole or in part in the following circumstances:
  - 2.4.1 If the Organisation fails to keep to this contract including the timeframe for delivery.
  - 2.4.2 If the application form was completed dishonestly, or the supporting documents gave false or misleading information.
  - 2.4.3 If the Organisation does not follow an appropriate Safeguarding Policy, Equality, Diversity and Inclusion Policy or Financial Controls.
  - 2.4.4 If any member of the governing body, staff or volunteer acts dishonestly or negligently in the implementation of the grant.
  - 2.4.5 If the Organisation closes, goes into administration, receivership or liquidation.
  - 2.4.6 If the monitoring requirements are not completed within the specified timeframes or are inadequate

### **3 Publicity & Communications**

- 3.1 There will be a period of embargo from when the Foundation informs the Organisation of a successful funding award and when the Organisation is able to announce this publicly. The Foundation will inform the Organisation of the embargo period in the Organisation's offer letter.
- 3.2 The grant should be recognised in the Organisation's annual report, in the accounts that cover the period of the grant, and in any publicity materials produced about the project. The Organisation should use the wording "Funding from Suffolk Community Foundation & Sizewell C through the Sizewell C Community Fund."
- 3.3 The Foundation and Sizewell C can use the Organisation's name and logo and the name of the project in its publicity materials. The Organisation will inform the Foundation where confidentiality is a particular issue.
- 3.4 The Foundation and Sizewell C will have the right to be involved in publicity activities relating to the funded project.
- 3.5 The Organisation will adhere to the Branding Guidelines provided by the Foundation which sets out:
  - 3.5.1 How the Organisation will acknowledge the Sizewell C Community Fund, the Foundation and Sizewell C in relation to the grant awarded and the funded project/activity
  - 3.5.2 How the Organisation will acknowledge the grant awarded in any publicity and communications
  - 3.5.3 How the Organisation will use the logos of Sizewell C Community Fund, the Foundation and Sizewell C in any marketing or publicity materials produced.
  - 3.5.4 How the Organisation will acknowledge the fund, the Foundation and Sizewell C on buildings and other facilities funded by the grant.
- 3.6 The Organisation will share all publicity and communications materials with the Foundation in advance of these being published. The Foundation may request amendments to materials if the guidelines in 3.5 are not adhered to.
- 3.7 The Organisation, if requested, will provide examples of publicity materials for the funded project.

### **4 Staffing**

- 4.1 If the grant is used to wholly or partly fund the salary of a new post, the vacancy must be advertised externally unless otherwise agreed with us and carry out a fair and open recruitment process in line with the law and any guidelines issued by us.

## **5 Equipment**

- 5.1 The Organisation will use equipment funded by the grant only for the project and keep them safely, in good repair and condition, and adequately insured for the life of the project.
- 5.2 The Organisation will comply with any subsequent asset monitoring period specified in [The Foundation's Capital Assets policy](#) for equipment purchased by this grant.
- 5.3 The Organisation will maintain an accurate [Capital Assets Register](#) for all capital items purchased with the grant.
- 5.4 The Organisation will not sell or dispose of any equipment or other assets funded or part-funded by the grant without first receiving written permission from the Foundation. If any equipment or assets are sold within their working life without such permission, the Foundation will be reimbursed.

## **6 Monitoring and Reporting**

- 6.1 The link to the end of the grant monitoring report will be sent to the person completing this application. The Organisation must advise the Foundation of any change in personnel responsible for reporting on the project, or any change in contact information.
- 6.2 All monitoring requirements including any additional fund-specific monitoring will be outlined within the grant award email. Please ensure that you familiarise yourself with these BEFORE the project commences to ensure that you are able to report on the requirements.
- 6.3 If you cannot adhere to the grant monitoring requirements you must contact the Foundation BEFORE the project starts. Funding can be withdrawn at this stage and your Organisation will be eligible to submit a revised application for the same project if appropriate.
- 6.4 The Organisation will comply promptly with all reasonable monitoring requirements during the delivery of the project funded in whole or in part through this grant as outlined in the grant award email.
- 6.5 The Organisation will complete the Foundation's End of Grant Monitoring Report within one year of the date of the grant award, or once the grant has been fully spent if sooner. Any amendments to this date will be agreed with you in writing.
- 6.6 Please detail in your monitoring report how you have met the outcomes described in your application. Inadequate monitoring may require repayment of funds to the Foundation and/or jeopardise future funding requests.
- 6.7 Payment for multi-year grants will be dependent on satisfactory completion and submission of any outstanding monitoring reports to the Foundation.
- 6.8 The Foundation may request to visit your project. We will agree a convenient time with you.
- 6.9 The Foundation may commission research into and/or evaluation of your grant. The Organisation will co-operate with any research or evaluation-related activities the Foundation may undertake and further confirm that we may use any part of your application and/or project information for research or evaluation purposes.