

## Suffolk Community Foundation Terms & Conditions

### Section 1: Principal Terms – we understand that:

1. The grant must be used as specified in the application unless prior written approval is obtained from the Suffolk Community Foundation (hereafter “the Foundation”).
2. The grant must be spent within 12 months of receipt unless otherwise specified. Extensions require prior approval from the Foundation.
3. The objectives, purpose and outcomes of this grant, including any numerical targets, are considered part of these Terms and Conditions. Any changes to these aspects require prior consultation and written approval from the Foundation.
4. Any supplementary conditions required must be satisfied before the grant can be paid.
5. The Foundation must be notified if any material changes are made to the organisation’s constitution or articles of association during the grant period.
6. The organisation must comply with all relevant legislation that affects how the project is carried out including the Modern Slavery Act 2015.
7. The organisation confirms there is no slavery or trafficking associated with the grant and that it has not been convicted of or investigated for offences involving slavery or trafficking.
8. The organisation must maintain adequate insurance at all times for any activities provided including appropriate employee and public liability insurance.

### Section 2: Finances – we understand that:

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 – all receipts must be dated after the grant approval date. This does not release the organisation from its legal obligations to keep records for longer periods.
2. The grant will be shown separately in the organisation’s annual accounts as ‘restricted funds’ and will not be included in its general funds.
3. If the grant is not fully spent for the purpose awarded within 12 months of the award, any underspend will be returned to the Foundation.
4. The Foundation may withhold a grant or request repayment, in full or in part, in the following situations:
  - a. If the organisation fails to adhere to the Foundation’s Terms & Conditions.
  - b. If the application form was submitted dishonestly or the supporting documents provided false or misleading information.
  - c. If you receive funding for the same costs for the same activity in this application from another funding source i.e. duplicate funding
  - d. If the organisation does not act lawfully or does not adopt and implement an appropriate Safeguarding Policy, Equality, Diversity and Inclusion Policy, and Financial Controls, in all aspects of its activities.
  - e. If any governing body member, member of staff, or volunteer acts dishonestly or negligently in the implementation of the grant.
  - f. If any governing body member, member of staff, or volunteer are subject to investigation or formal enquiry by the police, Charity Commission or other regulatory body.
  - g. If you fail to take adequate measures to investigate and resolve any reported financial irregularity.
  - h. If you change the nature of your operations, the organisation closes, enters administration, receivership, or liquidation.
  - i. If the monitoring requirements are not met within the specified timeframes or are insufficient.

### Section 3: Publicity – we understand that:

1. The grant must be acknowledged in the organisation's annual report, within the accounts for the grant period, and in any promotional materials related to the project. The wording "Funding from Suffolk Community Foundation through [Fund Name]" should be used.
2. The Foundation can use the organisation’s name and the name of the project in its publicity materials. The organisation will inform the Foundation where confidentiality is a particular issue.

3. Where applicable, the organisation will use the Foundation's logo and that of the affiliated donor (unless the donor prefers anonymity) in any marketing or publicity materials related to this grant. The Foundation will provide the necessary logo(s) upon request.

#### **Section 4: Equipment – we understand that:**

1. All equipment purchased with the grant must be covered by the organisation's insurance.
2. The organisation must obtain written permission from the Foundation before selling or disposing of any equipment or assets funded or part-funded by the Foundation. If any such equipment or assets are sold before the end of their working life without permission, the Foundation will be reimbursed.

#### **Section 5: Monitoring and Reporting – we understand that:**

1. The link to the end of grant monitoring report will be sent to the person submitting the application. The organisation must inform the Foundation of any changes in personnel responsible for project reporting or any updates to contact information.
2. All monitoring requirements, including those specific to the fund, will be outlined in the grant award email. Automated reminders will be sent out when reports are due. Please review the monitoring requirements before the project starts to ensure you can meet the reporting obligations. If you cannot comply with the requirements, you must contact the Foundation before the project begins, as funding may be withdrawn at this stage.
3. The organisation will complete the Foundation's End of Grant Monitoring Report within one year of the date of the grant award, or earlier if the grant has been fully spent sooner. All multiyear grants will require annual reporting which will be assessed by the Foundation before the next payment is released.
4. The monitoring report must outline how you have achieved the outcomes stated in your application. Insufficient or late monitoring could risk future funding requests or require repayment of funds to the Foundation.
5. The organisation will take responsibility for ensuring that consent has been obtained in accordance with GDPR regulations for all photography and filming used to promote the project, including parental consent for minors. In providing such photographic and film material to the Foundation for promotional or monitoring purposes you are confirming that prior consent has been granted.
6. Where appropriate, the Foundation, the funder or their representatives may request a visit to the organisation after a grant has been awarded, to see the funded work in action.
7. Consideration of any future grants will be dependent on satisfactory completion of all previous monitoring reports.

**If your organisation is in breach of these Terms & Conditions, Suffolk Community Foundation reserves the right to take action to recover the total grant awarded.**

#### **Section 6: Declarations**

1. I am authorised to make this application and I am authorised to agree to these Terms and Conditions on behalf of the organisation's Management Committee/Board of Trustees/Directors.
2. I confirm that the information contained in this application is correct.
3. I give permission for the Foundation to record the information in this application electronically.
4. I give permission for the Foundation to contact relevant organisations/individuals in relation to this funding request as part of its due diligence process.
5. I confirm that the organisation undertakes staff or volunteer DBS checks where needed/appropriate.
6. I confirm that my organisation has an up-to-date Equality, Diversity & Inclusion (EDI) Policy in place.
7. I understand that in the event that the organisation is in material breach of any of these Terms & Conditions, the Foundation reserves the right to take action to recover the total grant awarded and any costs associated with the grant award.

#### **If you accept a grant offer, the Foundation agrees to:**

1. Hold and manage the information provided by you in accordance with our [Privacy Policy](#)
2. Be responsive to any questions you raise during the lifetime of this grant.
3. Be open to discussing changes to how the grant is used if your circumstances or project change in a way that impacts its spending.
4. Be open to discussing changes in the grant's end date if your circumstances change and affect how quickly the grant can be spent.
5. Provide you with ample notice when reports on funded work are due.