

Terms and Conditions for all grants Awarded by GrantScape

GrantScape awards grants under a range of grant programmes. These Terms and Conditions cover all the grants we award, irrespective of value. Some of the conditions may therefore not be relevant to **you** or your **project**.

These terms are non-negotiable.

Clause headings and the use of bold type in these Terms and Conditions are for ease of reference only and do not affect the interpretation of any provision

- 1**
- Pre-conditions and representation**
- 1.1 **We** shall not be under any duty to begin to provide any **funding** to **you** until **we** are satisfied that the **pre-conditions** have been met
- 1.2 If **we** do decide to begin to provide any **funding** before **we** are satisfied that the **pre-conditions** have been met this will not in any way affect our right to refuse to release any further **funding** until **we** are satisfied that the **pre-conditions** have been met
- 1.3 The **pre-conditions** are:-
- 1.3.1 that all necessary **consents** are in place
- 1.3.2 that any information reasonably requested by **us** has been provided and is satisfactory
- 1.3.3 where relevant, that **you** shall have produced satisfactory evidence that all **match funding** for the **project** is in place
- 1.3.4 that **you** shall (if so requested) have granted to **us** a first legal charge or a restriction (Land Registry Form RX1) over the **project assets**
- 1.3.5 that the **project** is within our charitable objects (as amended from time to time) and specifically where the award is through the Landfill Communities Fund:
- 1.3.6 where relevant, that **you** have identified an eligible **contributing third party/parties** and the donation that they have agreed to make has been received by **us**
- 1.3.7 that the **project** has been registered by **us** with **ENTRUST** (the regulator of the Landfill Communities Fund)
- 1.4 A CTP may not benefit uniquely from the Landfill Communities Fund
- 1.5 **We** will not provide any **funding** for any part of the **project** ordered and paid for, prior to **us** issuing **you** the **contract**
- 1.6 **You** represent and warrant to **us** that all information (including the information set out in the **contract**) supplied to **us** in contemplation of this **agreement** was true as at its date and does not omit anything material and that no change has occurred since the date of the information already supplied which renders it untrue or misleading and all projections and statements of belief and/or opinion given by **you** to **us** have been made in good faith and after careful enquiry and further that **you** will inform **us** immediately if there is any relevant change
- 2**
- Legislation**
- 2.1 **We** shall not be under any duty to provide any **funding** to **you** at any time when:-
- 2.1.1 it would be unlawful to do so for any reason
- 2.1.2 **we** are no longer enrolled as an **environmental body** (relevant to the Landfill Communities Fund grants only)
- 2.1.3 a **default event** has occurred
- 2.1.4 **we** have insufficient funds available to **us** from amounts received
- 2.1.5 **you** have failed to comply with all statutory and other legal requirements in all applicable jurisdictions and in particular the Charity Acts 1992, 1993, 2006, 2011 (as amended or re-enacted), any guidance issued by the Charity Commission, and

- 2.1.6 the General Data Protection Regulation (EU) 2016/679
any of the **pre-conditions** are not continuing to be met
- 2.2 It is your responsibility to ensure that your arrangements with any contractors and/or sub-contractors or any relevant third party take into account the provisions of the above
- 3 Procedures for making a claim for funding**
- 3.1 When a **milestone** identified in the **contract** has been achieved **you** must make a claim for **funding** as instructed by **us**
- 3.2 **We** may agree to make a **pre-payment** to **you**. This will be in exceptional cases where **you** have insufficient monies available to cover the expenditure detailed in the **milestones** within the **contract**
- 3.3 If **we** do make a **pre-payment** to **you**, **you** must provide to **us** satisfactory evidence after the event that **you** have incurred that expenditure. Failure for **you** to provide this evidence within an agreed timeframe by **us** will invoke a **default event** as per clause 7
- 3.3 Upon receipt of a claim for an amount of **funding** which must be supported by satisfactory evidence that **you** have incurred that expenditure **we** will with reasonable speed make such enquiries and inspections as **we** believe are necessary to satisfy ourselves that the relevant **milestone** has been achieved. When **we** are satisfied **we** will pay to **you** the amount of **funding** applied for
- 4 Your duties until the funding has been paid**
- You** accept the following obligations which begin on the date of acceptance of the **contract** and which last until a **completion statement** in the form as instructed by **us**
- 4.1 **you** will undertake the **project** in accordance with the **milestones** and the other details as defined in the **contract** and **application form**
- 4.2 **you** will not grant any right(s) to anyone else over all or any **project assets** without our prior written consent
- 4.3 **you** will not without our prior written consent make or permit any amendment or addition to or variation of any contract for the **project** and shall enforce each such contract in accordance with its terms
- 4.4 **you** will obtain, maintain in force and comply with any insurance policy or policies which is/are necessary or advisable to obtain for the purposes of the **project** and in particular ensure that all **project assets** over which **we** have a charge or a restriction are insured to their full replacement value
- 4.5 **you** will obtain, maintain in force and comply with all **consents**
- 4.6 **you** will give **us** full access to the **project** at all reasonable times
- 4.7 **you** will promptly inform **us** of any **default event** as set out in clause 7 below and of anything which might result in any **default event** occurring

- 4.8 **you** will submit to **us** all necessary reports as outlined in the **milestones** (including photographs of the completed **project**) at intervals as **we** shall require
- 4.9 **you** will provide to **us** prior to our making the final payment set out in the **milestones** a **completion statement** in the form as instructed by **us**
- 4.10 **you** hereby agree to indemnify **us** in full against all losses claims proceedings damages costs and expenses incurred by **us** in enforcing any terms of this **agreement**
- 5** **Your duties which continue after the total funding has been paid**
- You** accept the following obligations which begin on the date of acceptance of the **contract** and which continue to apply after the **funding** has been paid during the **period of time** set out in your **contract**:-
- 5.1 **you** shall not disclose to any third party any **confidential information** without our written consent
- 5.2 **you** will not grant any right(s) to anyone else over all or any **project assets** without our prior written consent
- 5.3 **you** shall maintain in reasonable condition (fair wear and tear excepted) all **project assets** for the **period of time** specified in your **contract**
- 5.4 **you** shall procure that any **project asset** purchased using **funding** and intended for use by the public remains open for use by the public for the **period of time** specified in your **contract**
- 5.5 if the **project asset** having been purchased using **funding** ceases to be available for its intended use before the expiry of the **period of time** specified in the **contract** then this will constitute a **default event** and will be dealt with under clause 7.4 below
- 5.6 **you** shall ensure that all **pre- conditions** continue to be met
- 5.7 **you** shall ensure that **you** comply with all statutory and other legal requirements in all applicable jurisdictions and in particular the Charities Acts 1992, 1993, 2006, 2011 (as amended or re-enacted), any guidance issued by the Charity Commission, and the General Data Protection Regulation (EU) 2016/679
- 5.8 **you** shall on the service by **us** upon **you** of a notice under clause 7.4.4 either (at your option):-
- 5.8.1 procure as soon as reasonably practicable the sale of any **project asset** which is not intended for continued use on the **project** following completion of the **project** at the best price reasonably obtainable including taking into account any value attributable to goodwill attaching to the **project asset**. Before selling any **project asset** **we** shall reach agreement with **you** as to the proposed selling price. If **we** cannot agree on the proposed selling price either party may have the selling price determined by an independent valuer appointed by agreement or by the Chairman of the Royal Institution of Chartered Surveyors on the application of either of **us**. **You** will upon sale of any **project asset** remit to **us** the proceeds of such sale (or in the case of a **project asset** partly funded by **us** a fair proportion calculated by reference to the proportion which the **funding** bears to the **total project funding**) net of any reasonable sale costs or
- 5.8.2 deliver up to **us** (free of charge) possession and ownership of any **project asset** wholly funded by **us** free of any rights granted to any third party
- 5.8.3 **you** shall if and when called upon to do so execute any document or take all such action as may be necessary to vest

ownership of the **project asset** in **us**

6 Intellectual Property Rights

6.1 All **background intellectual property** will belong to the party who owned it prior to the date of this **agreement**

6.2 Each party grants to the other a royalty free non-exclusive licence to use that party's **background intellectual property** for the purposes of the **project** only

6.3 Except to the extent otherwise required by the **regulations** all **intellectual property** rights (other than **background intellectual property** rights) shall vest in **us**. **We** shall grant a royalty free non-exclusive licence to **you** to use such **intellectual property** for the purposes of the **project** only. **You** shall if and when called upon to do so execute all deeds documents or take all other actions as may be necessary to vest such **intellectual property** rights in **us**

6.4 **We** shall not unreasonably withhold our consent to the grant of a licence to **you** to use and exploit the **intellectual property** rights for commercial purposes subject to such terms (including the payment of licence fees and/or royalties) and conditions as may be agreed between the parties acting reasonably or in default by an independent valuer appointed by agreement or by the Chairman of the Royal Institution of Chartered Surveyors on the application of either of **us**

6.5 **You** shall ensure that work on the **project** shall only be undertaken by persons who are either employed by **you** under a contract of service or are contractors under a contract for services which provides in either case for the assignment to **you** by such persons of all rights in **intellectual property** created by them during the course of their duties

6.6 Information and findings resulting from the **project** will be published in the manner and at the times specified in the **milestones**

7 Default Events

7.1 The following are **default events** entitling **us** to demand immediate repayment (or at our discretion part repayment) of the **funding**:-

7.1.1 a material breach of any duty representation warranty or undertaking by **you** in this **agreement** unless remedied to our complete satisfaction within 10 working days of notification by **us** to **you** or such other period as shall be agreed between ourselves acting reasonably and taking account of the seriousness of the **default event**

7.1.2 the issue of a statutory demand against **you** and **you** are unable to pay your debts under Section 123 (1) Insolvency Act 1986

7.1.3 the appointment of a receiver administrative receiver or manager of **you** or of a material part of your assets undertakings rights or revenues

7.1.4 the execution of a distress sequestration or other legal process upon the whole or a material part of your assets undertakings rights or revenues

7.1.5 the presentation of an application or petition to a court for an administration order liquidation winding up or dissolution of **you**

7.1.6 the **project** stops or in our opinion becomes incapable of delivering its original objectives throughout the **period of time**

7.1.7 a failure to achieve a **milestone** (as set out in the **contract**) within the agreed timescale

7.1.8 If **we** reasonably believe that any part of **funding** has reasonably been used in breach of clause 1.4

7.2 **You** must notify **us** immediately if a **default event** occurs or appears likely to occur

7.3 If a **default event** occurs **we** will usually want to discuss with **you** its seriousness and whether it may be remedied, however there is no obligation on **us** to do so

7.4 If a **default event** occurs at any point during the **period of time** **we** will be entitled to:-

7.4.1 make all further provisions of **funding** subject to such conditions as **we** may reasonably specify or

7.4.2 suspend all further provision of **funding** or

7.4.3 demand immediate repayment of all or any part of the **funding** or

7.4.4 send to **you** a written request requiring **you** to procure as soon as reasonably practicable the sale of the **project assets** as the case may be to account to **us** for the net proceeds of the sale in accordance with clause 5.8 or

7.4.5 any combination of these up to the maximum value of any **funding** previously provided

8 **Publicity**

8.1 Unless specifically stated, **we** have no objection to **you** publicising the **project**

8.2 If **you** do publicise the **project** **you** may use our logo and that of the relevant grant programme benefactor **we** have provided in accordance with the approved protocol for their use a copy of which will be made available to **you** at your request

8.3 **We** may make reasonable requests for information from **you** for our own publicity and/or statistical purposes

9 **General**

9.1 The **agreement** is governed by the Law of England and Wales.

9.2 Nothing in this **agreement** shall have the effect of creating a relationship of contractor and customer between us and in particular **we** shall not be involved in the execution of the **project** in any way whatsoever except for the provision of any **funding**

9.3 Nothing in this **agreement**:-

9.3.1 will act to impose any obligation or liability on **us** with respect to any actions obligations or liabilities of **you** or

9.3.2 creates a partnership between **you** and **us**

9.4 The parties acknowledge that no person who is not a party to this **agreement** is intended to benefit from it or to use any right to enforce its terms

9.5 Force Majeure:-

9.5.1 If any force majeure delays or prevents the performance of the duties of either party for a continuous period in excess of one month the parties not so affected may give notice to the affected party to terminate this **agreement** specifying the date (which shall not be less than 7 days after the date on which notice is given) on which termination will take effect Such a termination notice shall be irrevocable except with the consent of both parties

9.6 **We** may but **you** may not assign the benefit of this **agreement**

9.7 Notices required to be given under this **agreement** shall be sent by post to the relevant addresses and shall be deemed to

have been delivered two days after first class posting

10	Definitions	
agreement		Is the agreement constituted by the contract , your acceptance of that contract and these Terms and Conditions, and shall incorporate the application form
application form		means the application form received by us in respect of the grant and including the details of the project
background intellectual property		means any intellectual property which is in the possession of any party to this agreement prior to the date hereof
completion statement		a statement of completion of the project to be submitted to us as set out at clause 4.9
confidential information		is any information of whatever nature relating to the project which is either (a) obtained by you your partners employees agents or advisers in written pictorial or oral form from or pursuant to discussions with any of the partners employees agents or advisers of us or (b) prepared by you your partners employees agents or advisers and which contains or otherwise reflects or is generated from the information specified in paragraph (a) above but no information which:-
	(i)	at the time of disclosure is within the public domain or
	(ii)	after disclosure comes into the public domain other than by reason of breach of any of the undertakings below or
	(iii)	is already lawfully in your possession
consents		means all consents required without limitation whether under statute any lease contract or charge or otherwise in order to achieve successful completion of the project
contract		the contract to which these Terms and Conditions are attached
contract amount		means any interim payment made by us not exceeding the contract
contributing third party/parties (CTP)		someone who makes a payment or undertakes to make a payment to a landfill operator (only relevant to grants made through the Landfill Communities Fund)
default event		events of default as set out at clause 7
ENTRUST		means the regulator of the Landfill Communities Fund under the regulations approved by HM Revenue and Customs or any successor
environmental body		means an organisation which is enrolled with ENTRUST under the regulations

funding	means any interim payment made by us not exceeding the contract
grant	means the grant specified in the contract
intellectual property	means any rights (whether registered or not) to technical information engineering data and samples biological data and samples chemical data and samples material data and samples computer software oral and written instructions diagrams patents copyrights and similar information arising directly from the project owned developed or acquired by any party to this agreement after the date hereof
match funding	means the other funds for the project which are to be provided to you by other funders or raised by yourself as set out in the contract
milestone	means the details of a stage of the project set out in the contract
period of time	the number of years specified in the contract and as described in clause 5
pre-conditions	means the matters about which we must be satisfied before we will be under any obligation to provide any funding as set out in clause 1.3
pre-payment	means a payment in respect of the grant which we may agree to make to the project in exceptional cases where you are unable to cover the project costs before the funding is received.
project	means the details as defined in the contract and the application form
project asset	means all assets (including land and buildings) purchased wholly or in part using funding or monies derived directly or indirectly from funding . A project asset is defined as an item or collection of items that has a marketable value which you could benefit from by its sale
regulations	means the Landfill Tax Regulations 1996 and any subsequent amendment or re-enactment thereof (relating to the Landfill Communities Fund)
total project funding	means the total of the funding and any match funding and any other amount received by you needed for the project
you	as defined in the contract
we/us	as defined in the contract

Statutory references include reference to any subsequent amending legislation

References to the singular include the plural and vice versa.