**Terms and Conditions**

**The Rank Foundation - Plymouth Phase 2 Participatory Grant Making Programme**

If you accept a grant from the Rank Foundation, it will be on the understanding that you have agreed to the following terms and conditions.

1. **Data Protection**

By applying to The Rank Foundation - Plymouth Phase 2 Participatory Grant Making Programme, the applicant organisation understands and accepts how their personal data will be used.

1. The Rank Foundation is committed to protecting your personal information and acting in line with your rights under data protections laws and will treat all data in accordance with our Data Protection Policy.
2. The Rank Foundation will process personal information provided by you in your application form, provided by you, or which we otherwise lawfully obtain about you.
3. The Rank Foundation will use the information you give us during the application process and during the lifetime of any funding for administration, analysis, and research purposes.
4. We may use this information to contact you about:
5. the Grant by phone, post, or email.
6. sharing and promoting your story and the story of your social enterprise
7. other lawful reasons
8. We may share your information with our funders and partners. They will also only use your information for the reasons above.
9. For fuller details of The Rank Foundation’s privacy policy, please see our website at <https://rankfoundation.com/privacy>
10. **The Grant**
	1. The organisation must use this Grant only for the purposes set out in the application form as approved by the Participatory Grant Making Panel.
	2. The Grant may only be spent in the UK, for the benefit of the Plymouth region.
	3. We may impose additional terms and conditions on the Grant, at any time.
	4. The grant will be delivered in instalments (either a single instalment or more), and each will be expected to fund the programme for the following 12 months from when the grant is given.
	5. Please note that we reserve the right to recall any unspent grant.
	6. Payments will usually be made directly to the Organisation’s bank account by bank transfer (BACS).
	7. All grant funds provided by the Foundation must be used solely for charitable purposes.
	8. We cannot pay the Organisation more than the agreed Grant. If the Organisation spends more than is agreed, it will not be able to claim it from us.
	9. We may suspend the payment of the Grant if we want to investigate any matters concerning the Grant.
	10. No changes to the project/proposal will be made without our agreement. You will also inform us immediately of any proposed change relating to the agreed expenditure or the organisation, its funding position, and its governance. You must inform us of any changes to the project even if you have not yet drawn down the funding.
11. **Reporting and Monitoring**
	1. If your application is successful, you will be required to adopt Upshot. Upshot is a monitoring and evaluation tool that all successful applicants will be required to complete throughout the duration of the grant period. On-line training will be provided.
	2. Funding for future years will be dependent on the successful outcome of the monitoring and evaluation process, including the use of Upshot.
	3. There will be compulsory Upshot training for all successful projects and ongoing support from the Rank Foundation team during the grant period.
	4. You will send us an annual progress report.
	5. When a report is due, you will receive an evaluation report, completed on the online form that will be sent to you ahead of time. This must be completed in order to receive your next funding instalment.
	6. You will keep accurate and comprehensive financial records of the spending associated with our funding and submit these with your progress report at the end of each agreed reporting period.
	7. Payment of each instalment is subject to progress as deemed satisfactory by The PGM Panel.
12. **Standards of Governance and Good Practice**
	1. We expect the Organisation to adhere to good standards of governance and good practice. This includes:

Ensuring that it has appropriate insurance in place to cover its staff, volunteers, participants, activities, and assets.

Undertaking risk assessments and having appropriate health and safety policies in place to protect the Organisation’s employees and others involved in its activities.

Fulfilling the requirements of relevant child and vulnerable adult protection legislations, including having appropriate safeguarding policies in place and carrying out any criminal records checks required by law.

Having an appropriate equal opportunities policy in place.

Having any approvals, permissions, licences required for its activities.

Putting in place adequate mechanisms to ensure the prevention of fraud.

Putting in place adequate mechanisms to ensure the resolution of conflicts of interest.

Registering with the HMRC if it is employing staff and ensuring that all tax and national insurance liabilities are paid; and

Keeping all financial and payroll records relating to the Grant for a period of seven years after the end of the Grant period.

* 1. The Rank Foundation, its partners or its contractors cannot accept any responsibility for any injury, loss or damage whatsoever in relation to the Organisation’s activities. The Organisation agrees to indemnify us in respect of any costs, claims, loss or liability whatsoever suffered by us (including reasonable legal costs and disbursements) as a result of any breach by the Organisation of any of the terms of the Grant Offer or any negligent act or omission by the Organisation.
	2. The Organisation agreed to notify us in writing as soon as possible in the event of any investigation relating to the Organisation or its activities carried out by the Police, Charity Commission, HM Revenue & customs or any other regulatory body.
1. **Intellectual Property**

If any part of the grant is used to purchase or develop any intellectual property rights, then the Organisation must take all necessary steps to protect such rights against claims from third parties and agree that it will not exploit such rights without the prior written consent of The Rank Foundation, which shall not be unreasonably withheld. For the purposes of this clause, exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights.

1. **Termination of Grant and Repayment**

An “Event of Default” occurs if:

* 1. You fail to comply with any term or condition of this Grant Agreement;
	2. You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;
	3. any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material. This includes but not limited to;

a concern over your ability to operate as a going concern (financial stability)

if you do not have adequate experience, staff, systems in place to deliver the programme effectively and on time (ability to deliver)

 if you do not have adequate processes and controls in place to manage onward grantees (onward granting)

 if there are issues with or lack of internal control or governance procedures (governance and controls)

concerns over processes or approach to safeguarding (safeguarding)

concerns over the legitimacy of the source of funds

 You fail to implement actions to redress issues or measures identified during the due diligence process, in the timescales agreed

You fail to take adequate measures to investigate and resolve any reported Financial Irregularity

You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;

* 1. before the end of the Funding Period You:

are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;

pass a resolution to wind up Your business;

make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or

are subject to the appointment of a receiver, administrator or liquidator; or

are unable to pay Your debts as they fall due;

* 1. You are involved in illegal activity in Your administration of the Project;
	2. You take any actions (including in relation to your onward granting decisions) which in Our reasonable opinion are likely to bring Our name or reputation into disrepute
	3. You are otherwise in material breach of this Grant Agreement.

If an Event of Default occurs, we may, at our discretion:

1. suspend and withhold the payment of Grant for such period as We may determine;
2. require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or
3. terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.
4. **Fraud Clause**

You understand that providing false or misleading information on your application or subsequent communications related to the Funding could lead to the Funding being withheld or subsequently recovered. Civil or criminal proceedings shall be considered in the event of non-compliance.

1. **Publicity**

1. Once you have received formal notification that your grant has been approved by The Rank Foundation, you may promote the grant to your membership and in your own marketing materials.
2. The Organisation must follow any publicity guidelines provided by The Rank Foundation.
3. The Organisation must promote and deliver its activities in a manner which will not damage the name, image, or reputation of The Rank Foundation.
4. Details of the Organisation may be used in promotional material for The Rank Foundation, including websites and other media. If the Organisation does not want its information to be used in this way, it should let us know.
5. The rights to any images you wish to send us for the purposes of publishing on our website and social media channels must be owned by you.
6. Consent of any identifiable people within images must be provided before being sent to The Rank Foundation.