



Terms and Conditions of Grant Award

Glossary

Agreement means the legally binding agreement comprising the Application, the Offer Letter and these Conditions.

Application means the Recipient's application for funding.

Award means the grant awarded to the Recipient.

Conditions means the terms outlined in this document.

Grant means the grant offered in the Offer Letter.

Offer Letter means the letter from The Chester Bluecoat Charity to the Recipient to which these Conditions are attached.

Organisation means a not-for-profit organisation or entity which holds a dedicated business bank account.

Recipient means the Organisation to whom the Grant is offered.

Serious Incident means any incident which could result in, or risk, significant harm to the work or reputation of The Chester Bluecoat Charity, in its reasonable opinion.

The Chester Bluecoat Charity means The Chester Bluecoat Charity registered charity (registered charity number 1186378) whose registered office is The Bluecoat, Upper Northgate Street, Chester, CH1 4EE.

Work means the work, be it core costs or project work, described in the Application that the requested funding is contributing towards.



1. General

- 1.1. The Recipient warrants that on the date of the Application, and on the date that the Recipient accepts the offer of the Award, the contents of the Application were true, accurate and, to the best of the Recipient's belief, complete.
- 1.2. The amount of the Award awarded to the Recipient set out in the Offer Letter is final and cannot be changed. The Award amount may be different from the amount requested by the Recipient in the Application.
- 1.3. The Recipient must apply the Award solely towards the described in the Application and in a manner which is charitable under the law of England and Wales.
- 1.4. The Chester Bluecoat Charity is committed to equality, diversity and inclusion and has a legal duty to consider the need to eliminate discrimination and promote equality of opportunity with regard to age, disability, gender identity or gender expression, race, ethnicity, religion or belief, sex and sexual orientation, marriage or civil partnership, pregnancy or maternity when producing and contracting for goods, services and works. The Chester Bluecoat Charity expects all applicants to comply with the Equality Act 2010.
- 1.5. The Recipient will facilitate a visit if requested by The Chester Bluecoat Charity.
- 1.6. The Recipient may not purport to a transfer of the Award or transfer the Award.
- 1.7. The Recipient will promptly inform The Chester Bluecoat Charity of any Serious Incident which occurs in connection with the Work and will provide The Chester Bluecoat Charity with such further information as it requests in relation to the incident in question.
- 1.8. The Chester Bluecoat Charity accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Award.

2. Reporting

- 2.1. The Recipient will comply with the reporting obligations, which are:
 - 2.1.1. To complete measuring impact form prior to the Work commencing.
 - 2.1.2. When the Work has been completed, to complete impact form.
 - 2.1.3. Any other reporting requirements as decided by The Chester Bluecoat Charity.

3. Acknowledgements

- 3.1. The Recipient must ensure that The Chester Bluecoat Charity is accurately acknowledged in all printed and online material which is produced with the support of the funding (including, without limitation, marketing materials, reports, social media posts and web pages).
- 3.2. The recipient must acknowledge receipt of the Grant in its annual report and accounts for the year in which the Grant was received, if applicable and available.
- 3.3. The Chester Bluecoat Charity may acknowledge the Recipient as a recipient of funding as appropriate without prior notice.

4. Payment and award monies



4.1. The Recipient must claim the Award funding within three months of the date of the Offer Letter. If the Recipient has not claimed funding or sought agreement from The Chester Bluecoat Charity for a reasonable delay in claiming funding by this time, then the amount not claimed by the end of this period will be forfeited, unless The Chester Bluecoat Charity agrees otherwise.

4.2. The Chester Bluecoat Charity will pay the Award to the Recipient provided that the Recipient has fully complied with these Conditions and provided accurate payment details with a bank account held in the name of Organisation.

4.3. The Chester Bluecoat Charity will pay the Award within three weeks of receiving the signed Offer Letter.

4.4. Grants awarded to Organisations cannot be paid into bank accounts held by Individuals.

4.5. Unless otherwise agreed between the parties, there will be no additional funding available from The Chester Bluecoat Charity for the Application, unless otherwise agreed.

4.6. The Recipient shall return any part of the Award that is unspent on completion of the work to The Chester Bluecoat Charity within three months of informing The Chester Bluecoat Charity of the underspend, unless The Chester Bluecoat Charity agrees otherwise.

5. Termination

5.1. The Chester Bluecoat Charity reserves the right to terminate the Agreement, withhold or cancel the Grant, and/or require the Recipient to repay all or part of the Award if:

5.1.1. the Recipient fails to comply with any of the Conditions or other terms of the Agreement, or

5.1.2. any of the information provided by the Recipient is false or misleading, or

5.1.3 the Recipient proposes changes to the work that differ greatly from the work set out in the Application, and to which The Chester Bluecoat Charity has not given its approval, or

5.1.4. the Recipient is unable to pay its debts, ceases to carry on business or is the subject of any insolvency proceeding or goes into administration, receivership, or liquidation, or

5.1.5. the Recipient or the Recipient's officers or employees have taken any action which, in the reasonable opinion of The Chester Bluecoat Charity, brings or is likely to bring The Chester Bluecoat Charity's name or reputation into disrepute, or

5.1.6. the Recipient uses the Award for purposes other than the Work and/or for a purpose which is not a charitable purpose under the law of England and Wales, or

5.1.7. the Recipient obtains duplicate funding from a third party for the Work.

6. Compliance with laws and data protection

6.1. In carrying out the work, the Recipient will comply with all applicable laws, regulations and rules and will not infringe, misappropriate or violate the intellectual property, privacy or publicity rights of any third party.

6.2. The Recipient will comply with all applicable data protection legislation and all data protection obligations which arise in connection with this Agreement.



7. Termination

7.1. The Agreement begins on the day the Recipient accepts the Offer Letter and the Conditions. Clauses 2 (REPORTING) and 3 (ACKNOWLEDGEMENTS) will continue after the remainder of this Agreement has ended. The remainder of this Agreement will end one year after the date on which you have spent the Award in full, unless we terminate it early under Clause 5 (TERMINATION).