

## TERMS AND CONDITIONS OF FUNDING FOR UNRESTRICTED GRANTS

If the grant receiving organisation (“you”) accepts a grant from The James Tudor Foundation (“The Foundation”), it will be on the understanding that you have agreed the following terms and conditions:

These terms and conditions must be signed by an authorised representative of the grant receiving organisation.

1. The Foundation will pay the grant awarded to you on receipt of these signed terms and conditions.
2. The Foundation will pay the grant awarded to you either in full at the start of your grant period or in any instalment schedule agreed with you and communicated to you in the Grant Offer.
3. The Foundation will only make payments to UK bank accounts.
4. Receipt of the grant payment(s) must be acknowledged by you.
5. You acknowledge and agree that The Foundation shall not be liable to you for any loss, damage, costs, or expenses of any nature howsoever incurred or suffered by you or your employees, agents or contractors arising from these terms and conditions or the award or application of the grant.
6. You agree to indemnify and keep The Foundation indemnified against any breach of these terms and conditions by you or your employees, agents, or contractors and any claim brought against The Foundation by a third party resulting from the application of the grant by you.
7. You acknowledge that to the extent possible you will comply and have complied with all relevant bribery and anti-money laundering legislation.
8. The Foundation reserves the right to terminate a grant and require repayment if we find that any form of false information has been deliberately supplied to The Foundation or the grant is not in compliance with any applicable guidelines or legislation.

9. The Foundation reserves the right to terminate a grant and require repayment if the organisation concerned becomes insolvent, makes a voluntary arrangement with its creditors, or goes into administration, receivership, or liquidation and if the grant has not already been spent on its intended purpose.
10. The Foundation reserves the right to terminate a grant and require repayment if you or any of your employees, agents, or contractors commit any breach of these terms and conditions and in the case of a breach capable of remedy fails to remedy the same within 14 days after receipt of notice from The Foundation giving full particulars of the breach and containing a request for it to be remedied.
11. If The Foundation terminates the grant and/or makes a request for repayment, you shall make the repayment to The Foundation within 14 days of being notified to do so.
12. As grant holders, you are responsible for all matters relating to Safeguarding, Health and Safety, employment, and liabilities both internally and to third parties and for ensuring that the grant is used in accordance with all applicable laws, licences and regulations. Upon request you must demonstrate the enforcement of your Safeguarding policy if necessary.
13. We reserve the right to share the information you have provided with relevant parties (e.g., Charity Commission and other relevant regulatory bodies) if required to do so.
14. We welcome your acknowledgment of our support wherever it is meaningful and relevant to your organisation. Please request consent from The Foundation if you want to use its logo in any of your communications.
15. The Foundation may use your name in its publicity material. We may put a link to your organisation on our website. We will always ask your written consent if we publish anything relating to your organisation in our communications.
16. Any officer of The Foundation may request to visit a grant recipient; we would only expect a visit to take place by prior arrangement.
17. The Foundation is registered with the Information Commissioner and any personal information you provide as part of your application and reports is stored in a database and will only be used for the purpose of The Foundation's administration and in accordance with applicable data protection legislation.

18. In the event of a dispute between The Foundation and the recipient, such dispute shall be determined by agreement between the parties or failing such agreement within 30 days by such independent expert as the parties shall jointly appoint whose determination shall be conclusive and binding. The charges and costs of the independent expert shall be paid as the independent expert shall direct (or in the absence of direction between the parties equally).
19. These terms and conditions shall remain in force as follows:
- a. for a period of one year following the payment of the grant; OR
  - b. so long as any grant monies remain unspent by the recipient, OR
  - c. so long as any of these terms and conditions remain unperformed OR as
  - d. otherwise stated whichever shall be the longer.
20. No variations to these terms and conditions shall be made unless agreed in writing by you and an officer of The Foundation.
21. You are not entitled to assign, sub-license, novate, or part with possession of any of your rights or liabilities under these terms and conditions without the prior written consent of The Foundation.
22. A person who is not party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.
23. These terms and conditions are subject to English Law, and the courts of England have exclusive jurisdiction to settle any dispute or claim arising out of them.

Sometimes additional conditions will be added to take account of aspects of a particular grant. We will confirm any variance of terms and conditions applying to your grant at the point of offer.

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I confirm that I have read and understood the terms and conditions of funding set out above:

Signed by (full name):

Job title:

Organisation:

Signature:

Date: