

“Making Memories Together” – Terms & Conditions for grant recipients

Definitions

In these terms and conditions:

- “Application” means an application made by you to us for funding.
- “Grant” means any grant or donation made by us to you for the purposes of the activity.
- “Grantmaker” means the Together for Short Lives staff working collectively as a committee to administer the Grant.
- “Activity” or “Project” means the activity detailed by you in your Application.
- “Term” means the period specified in any grant offer letter sent by us to you.
- “We”, “us”, “our” means Together for Short Lives and includes its trustees and those acting for it and “you” and “your” means the applicant charity.

1. Contract

1. Your Application is deemed to be approved by us on written confirmation by us that we will be making a Grant to you and the amount of the Grant. Written confirmation may include an email.
2. Together for Short Lives awards charitable grants at its sole discretion and in accepting the Grant, you agree to be bound by these terms and conditions.

2. The Grant and your obligations

1. The Grant must be used by you exclusively for the delivery of the Activity, which is, and which you must ensure remains, a charitable activity for the public benefit.
2. You agree to act in good faith in relation to your use of the Grant.
3. You agree:
 1. to keep accurate records detailing how the Grant has been applied and to provide this information to us upon request;
 2. to maintain and not contravene any consents or approvals required for carrying out the Project.

3. Payment of Grant

1. Payments will be made into the same bank account held in the name of the charity into which Together for Short Lives pays the annual National Fundraising Scheme income.
2. We will not make payments into accounts held in a person's or individual's name. You should not transfer any part of the Grant to a bank account which is not an ordinary business account without the prior written consent of TfSL.
3. BACS payments are made on or around the 15th and 31st of each month. Hospices should receive funds within three weeks of returning signed Terms and Conditions to Together for Short Lives following an application being approved.

4. Repayment of Grant

1. Notwithstanding any other provisions in these terms and conditions, we (acting reasonably) reserve the right to ask you to repay all or any part of the Grant which in our opinion:
 1. has not been used solely for the Activity.
 2. has been used for non-charitable purposes,
2. Where 1.1 or 1.2 applies, you agree to make any such repayments within 14 working days, or such other timescale as agreed by us.
3. On completion of the Activity, any unspent portion of the Grant must be returned to us within 14 days of the end of the Activity.

5. Reporting

1. We may use your reports for our reporting purposes and to publicise the Together for Short Lives & Morrisons 2022-25 Charity Partnership.
2. Upon completion of the Activity, you must complete the Morrisons & Together for Short Lives “Making Memories Together” Grant Programme Report Form. This is to be returned to us within 30 days of the Activity taking place.
3. The Report template will be sent to you along with your Grant confirmation email. Subsequent applications for support will be prohibited until the Report has been submitted.

6. Serious incident reporting

1. We are under an obligation to report to the Charity Commission serious incidents involving our partners which materially affect us, our staff, operations, finances and/or reputation. As a grant recipient of funding from us you are and will be a partner for these purposes. You must therefore inform us when an incident occurs that is serious enough to be reported to the Charity Commission, so that we can consider, and if necessary meet, our own reporting obligations to the Charity Commission and, where required, take further appropriate action. Guidance on what may constitute a serious incident in your charity for these purposes can be found here:
<https://www.gov.uk/guidance/reporting-a-serious-incident-in-your-charity-when-it-involves-a-partner>
2. If an incident has occurred and you are unsure whether it might materially affect us, our staff, our operations, our finances and/or our reputation then you should contact us and we will consider what action, if any, we need to take.
3. You must report any serious incident to us (providing full and frank disclosure) as soon as is reasonably possible after it happens, or immediately after you become aware of it, by contacting our Director of Finance & Resources, Mala Langdon (mala.langdon@togetherforshortlives.org.uk).
4. For further general information on serious incident reporting please follow the link below:
<https://www.gov.uk/guidance/how-to-report-a-serious-incident-in-your-charity>

7. Publicity and marketing

1. We and Morrisons Limited may publicise details of the successful Projects on-line, in our literature and in relevant Morrisons stores. You agree that we may disclose the existence of the nature of our relationship with you for publicity purposes and use the information and images included in your Application and end of grant report (or provided to us separately) to use in our literature, online and/or to display in the relevant Morrisons store for publicity purposes.
2. You are responsible for ensuring that images and case studies supplied as part of your end of grant report have the correct consent agreements and permission to be shared as per 7.1.
3. For the purposes of the Project, the party creating any intellectual property rights in the course of this Agreement will own the intellectual property rights.

8. Data

1. In this clause, “Data Protection Legislation” means all applicable data protection legislation and privacy legislation in force from time to time in the UK including the General Data Protection Regulations ((EU) 2016/679)(GDPR), and the Data Protection Act 2018.
2. All information and data (including personal data as defined by the Data Protection Legislation) collected or obtained by you in relation to the provision of the Project (Data) will remain your property (or that of your licensors). However, we and our agents shall be entitled to use the Data for any purpose, including for analysis and statistical purposes, for market research, for the general promotion of our activities and for auditing purposes, provided that any personal data shall only be used in accordance with our privacy policy at www.morrisonsfoundation.com/privacy-policy/. You shall provide the Data and such other requisite information in accordance with these terms and conditions.
3. You agree and acknowledge that we and our agents shall have the right to use any Data for the purposes set out in Clause 8.2 above and you shall ensure that data subjects are informed of and, to the extent applicable, consent to our and our agents' access to and use of the Data that is collected in relation to them. You shall ensure that such notice is given/consent obtained at the time of collection of any such Data and such wording is included in any agreement, quotation form, contract form, referral form or application form.

9. VAT

You acknowledge that the Grant is not part of any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant and that the Grant made by us is inclusive of VAT.

10. General

1. Overall funding in any year is limited. You acknowledge that we can only guarantee payment of the Grant as long as funds are available. As such, we reserve the right to limit and/or to withdraw all or part of a Grant at any point. We limit our liability to the amount of the Grant awarded only.
2. You may not transfer any part of the Grant or any rights under it to another organisation or individual, unless you have entered into an agreement which must have been authorised by us in writing, permitting you to work with another organisation in delivering the Project.
3. Any variations to these terms and conditions shall not be valid unless agreed in writing by us.
4. Any notice or communication to be given under these terms and conditions must be made in writing. We will assume any notice has been received two working days after the date it was posted. We will also assume that any notice given electronically shall be deemed to have been received at the beginning of the next working day, so long as a confirmation of sending receipt is received. Notices shall be sent to:
 1. Together for Short Lives:
Suite 1b
Whitefriars
Lewins Mead
Bristol
BS1 2NT
 2. or to such other address(es) as we may notify to you from time to time; and
 5. you at the address provided to us on your National Fundraising Scheme membership form.
11. These terms and conditions and the documents referred to in them (including the Application) contain everything agreed between the parties in relation to the Grant.
12. If a court decides that part of these terms and conditions are not enforceable in law, that decision does not alter the enforceability of the rest of the terms and conditions.
13. The Grant, these terms and conditions and all disputes and claims arising out of or in connection with them will be governed in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction.

I have read and understand these Terms and Conditions

Signed:

Name:

On behalf of:

Job title:

Contact email:

Hospice Address: