

GENERAL GRANTS:

Terms and Conditions



Any offer of a General Grant from the Trust is subject to these *Terms and Conditions for General Grants*. By accepting the award of any grant offered by the Trust, the Grant Holder agrees to be bound by these terms and conditions, and also agrees that in the event of a breach of the terms, the Trust will be entitled to withdraw the grant and to the repayment of any unused portion of the sums awarded under the grant. Where appropriate, the Trust will require the Grant Holder to enter into a formal Grant Deed containing these provisions.

PLEASE NOTE
these Guidelines should
be read in conjunction
with the Dunhill Medical
Trust's Grant-Making
Policy

GRANT-MAKING
POLICY.pdf

1 Definitions

For the purposes of the *Trust's Grant Making Policy* and its *Terms and Conditions for General Grants*:

- (a) 'General Grant' means any grant which does not include the carrying out of research or research-related work (with the exception of evaluation or audit of the activities/project being funded);
- (b) 'Grant' means the grant described in the Grant Offer Letter made by the Trust to the Grant Holder for the purposes of the Grant Project;
- (c) 'the Grant Project' means the purpose and/or activities for which the Grant is made as set out in the Grant Offer Letter (including services, care, treatment and the purpose and operation of facilities and equipment);
- (d) 'the Grant Holder' means the body named in the Grant Offer Letter as the body responsible for administering the Grant;
- (e) 'The Trust' refers to The Dunhill Medical Trust (a charitable company limited by guarantee registered in England company number 7472301; charity number 1140372); and any successor charitable company;
- (f) 'Grant Offer Letter' means the letter from the Trust to the Grant Holder specifying the amount of the Grant and the terms and conditions that apply to the Grant.

2 Information requirements

The Grant Holder will provide the following assurances to the Trust which must be confirmed in writing by an authorised member of the Grant Holder's controlling body:

- (a) it has informed the Trust of the role of the Grant Holder, the way in which the Grant Holder intends to use the Grant and its capacity to use the Grant effectively for its intended purpose;
- (b) it has informed the Trust of the names of those serving on the Grant Holder's governing or controlling body, those who are to be involved with the Grant Project and the identity of the person(s) who will be responsible for the administration of the grant;
- (c) it has provided adequate information regarding the identity and financial status of the Grant Holder and of the status of any individual named in the Grant application;

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The Dunhill Medical Trust, 6 New Bridge Street, London EC4V 6AB

● Telephone 020 7403 3299

● e-mail admin@dunhillmedical.org.uk

- (d) it has provided adequate evidence that the appropriate infrastructure and resources will be made available for the purposes of the Grant Project;
- (e) it has provided adequate and appropriate information on how the Grant Project will be supported following the end of the Grant, or explained adequately why ongoing funding will not be required to support the Grant Project.

3 Responsibility for and use of the grant

- (a) The Grant Holder confirms that the Grant will be used only for the purposes of the Grant Project as defined in the application.
- (b) The Grant Holder accepts that the Trust will, in deciding whether or not to offer a grant, apply only the Trust's own criteria under the Trust's constitution, and the offer and award of a grant does not imply any other judgement or representation by the Trust as to the nature, effect or risks of the Grant Project. Similarly, no opinion or suggestion expressed by the Trust in relation to the Grant Project will be treated as advice or relied on as such by the Grant Holder.
- (c) The offer or award of a grant for purposes which consist of or include the payment of any salary in connection with, or in support of, the Grant Project does not imply that the Trust takes upon itself any of the responsibilities of an employer or is to be regarded as such. Accordingly the Grant Holder:
 - (i) undertakes full responsibility for the Grant Project and for the employment of any person in connection with the project (including ensuring that such persons are issued with a contract of employment that is in compliance with relevant laws and regulations).
 - (ii) undertakes full responsibility for ensuring the Grant Project is operated in a competent and safe manner and that any person or patient who participates in, is treated under, or is the subject of a Grant Project, is properly advised and forewarned of any risk to health; and
 - (iii) agrees and accepts that the Trust has no responsibility for any payment made to persons employed on the Grant Project. For example, no payments made during maternity leave, or periods of sick leave, holiday or similar will be reimbursed by the Trust.
- (d) At all times during the course of the Grant Project, the Grant Holder will maintain adequate insurance, including but without limitation for fire, theft and mechanical breakdown in respect of:
 - (i) any equipment and facilities purchased and/or operated with the benefit of the Grant;
 - (ii) any risk or injury to health which occurs by reason of the Grant Project whether to the Grant Holder itself or its servants, agents, volunteers or employees or any other person or party including in particular any subject or patient of the Grant Project.
- (e) Equipment funded by the Grant is awarded to the Grant Holder specifically for the purpose stated in the application. Written permission from the Trust must be obtained to use the equipment for any other purpose (including to charge, hire, lend or dispose of it).

4 Administration

- (a) The Grant (or a first instalment of the Grant) will normally be made available in advance of the start of the Grant Project, once all conditions under which the Grant was awarded (including but without limitation, those contained within these Terms and Conditions and within the Grant Offer Letter) have been fulfilled, including confirmation of an agreed timetable and reporting schedule for the Grant Project.

- (b)** Where the Grant Project is anticipated to continue for more than one year, it will be paid annually in instalments, and will be subject to the fulfilment of certain specific conditions and/or submission of a progress report which demonstrates that appropriate progress has been made in accordance with clause 6 (c) below.
- (c)** The Grant must be activated within 12 months of the date of the Grant Offer Letter. Only in exceptional circumstances will the Trust consider deferring the Grant beyond 12 months.
- (d)** In the event of any significant alteration to the Grant Project (including to the project timetable):
 - (i) the Grant Holder will inform the Trust as soon as reasonably practicable and submit any request to alter the Grant Project in writing;
 - (ii) at the Trust's discretion, the Grant may either be withdrawn or varied;
 - (iii) any letter or electronic communication agreeing to such variation shall constitute an amendment to the Grant Offer Letter;
 - (iv) in appropriate circumstances the Grant Holder may be required to resubmit a new application to justify the continuation of the Grant.
- (e)** The Grant Holder must inform the Trust without delay of any change of its status which may affect its ability to comply with these Terms and Conditions.
- (f)** In the event that the Grant Holder completes the Grant Project without spending the full amount of the Grant, the Grant Holder must repay to the Trust all unspent funds and the Trust will not be obliged to make any further payments to the Grant Holder in respect of the Grant.
- (g)** Any expenditure incurred by the Grant Holder outside the period of the Grant or over and above the Grant will not be reimbursed by the Trust.

5 Audit

- (a)** The Trust has the right at any time, at its discretion and expense (either directly or via third parties engaged by it) to audit the Grant, the income and expenditure relating to the Grant Project, and/or the systems used to administer the grant. Where elements of expenditure under the Grant have been subcontracted, the Grant Holder must ensure that the Trust's right to audit extends to any such subcontractor in relation to the Grant Project.
- (b)** To facilitate audit processes a separate accounting cost code specific to the Grant shall be maintained by the Grant Holder and all costs and income properly relating to the Grant shall be accounted for through that cost code. The Grant Holder should ensure that appropriate records are kept to support the entries made on the cost code.
- (c)** The Grant Holder must ensure that the control of expenditure to be funded under the Grant is governed by its normal standards and procedures and is covered by any formal audit arrangements that exist.
- (d)** The Trust has the right to request from the Grant Holder at any time any financial information relating to the Grant Project; and to ask for confirmation from the Grant Holder's external auditor or independent examiner:
 - (i) that the external auditor or independent examiner has signed their opinion on the annual accounts of the Grant Holder without qualification; and
 - (ii) that any management letter from the auditors raises no matters that did or could significantly affect the administration of the Grant. If the auditors have raised any such matters in their management letter, the Trust may require the Grant Holder to provide it with relevant extracts from the letter.
- (e)** The Grant Holder shall treat the Grant as a restricted fund within its accounts.

6 Monitoring and Reporting

- (a) During the period of the Grant, the Grant Holder will permit representatives of the Trust to visit the Grant Project.
- (b) The Grant Holder will be required to provide progress and final reports as reasonably required by the Trust and as appropriate to the individual Grant Project.
- (c) Where the Grant Project is anticipated to continue for more than one year payable in instalments, the second or subsequent instalment of the Grant will not be made unless and until the Grant Holder has submitted an annual progress report demonstrating that appropriate progress has been made on the Grant Project against the terms of the original award, together with a signed statement as to how the grant monies have been spent during the preceding year and details (where appropriate) of any other funds obtained from third party sources and applied to the same project.
- (d) Subject to consideration of the annual report, the Trust may, before making any second or subsequent payment, require to consider the results of a monitoring visit.
- (e) The Trust in its absolute discretion reserves the right, following consideration of the annual progress report and of any monitoring visit, to terminate the Grant or to withhold payment of the second or subsequent instalments of the Grant upon such terms or conditions as they shall think fit in the circumstances.

7 Publication and Publicity

- (a) During the period of the grant, the Grant Holder will:
 - (i) consult with the Trust on the degree to which material published in relation to the Grant Project names and associates the Trust with the project;
 - (ii) at all times permit the Trust to publish material which associates it with the Grant Project and identifies the general nature of the project;
 - (iii) permit the Trust to receive appropriate acknowledgement and, if required, recognition in respect of the Grant Project and successful results and/or publications/outputs or outcomes arising from it
 - (iv) consult with the Trust on press statements or publicity that may be issued about the Grant Project.

8 Data Protection

The Trust

- (a) Personal data (as defined in the *Data Protection Act 1998*) will be kept in accordance with the principles and provisions set out in that Act.
- (b) Information (including personal data) supplied in respect of a grant application and any grant subsequently awarded may be recorded and used to manage and analyse applications and grants, and may be kept during the life of the Grant and for so long thereafter as may be required for reference purposes.
- (c) Copies of some or all of this information (including personal data) may be given to individuals and/or organisations consulted by the Trust when assessing applications and monitoring grants and to the Trust's accountants for audit purposes.

The Grant Holder

- (d) The Grant Holder will ensure that it (and any of its assignees, subcontractors or representatives) will at all times:
 - (i) comply with the principles and provisions of the *Data Protection Act 1998*; and
 - (ii) have appropriate operational and technical processes and procedures in

place to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of any personal data relating to the Grant Project.

9 Health and Safety

- (a) The Grant Holder is responsible for ensuring that a safe working environment is provided for all individuals associated with the project. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

10 Variation and Termination

- (a) The Trust reserves the right to amend these Terms & Conditions, the Grant Making Policy and any terms and conditions included in the Grant Offer Letter. The Trust will publish any change to the Terms & Conditions or the Grant Making Policy on its website.
- (b) In the event of any conflict between the provisions of these Terms & Conditions as amended from time to time, and those of the Grant Offer Letter, the provisions of the Grant Offer Letter will take precedence.
- (c) In the event of a breach of these terms and conditions, the Trust reserves the right to withdraw the Grant and to require the repayment of all or any unspent portion of the Grant.

11 Limitation of Liability

- (a) Nothing in these terms and conditions shall limit or exclude the Trust's liability for:
 - (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (ii) fraud or fraudulent misrepresentation; or
 - (iii) any matter in respect of which it would be unlawful for the Trust to exclude or restrict liability.
- (b) Subject to clause 11(a) the Trust shall not be liable to the Grant Holder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any other direct or indirect or consequential loss arising under or in connection with the Grant or Grant Project.

12 Governing law and jurisdiction

- (a) These Terms & Conditions shall be governed by and construed in all respect according to the law of England and Wales and the parties shall be subject to the jurisdiction of the English Courts.