

TERMS AND CONDITIONS OF GRANT

Terms and Conditions of Grant

In these terms and conditions: (a) “**you**” or “**your**” shall mean the organisation, body, company or individuals to who the grant has been awarded as set out in the grant offer letter and Grant Summary; (b) “**we**”, “**us**” or “**our**” means BBC Children in Need; (c) “**grant**” means the grant that we have agreed to award to you as set out in our grant offer letter and Grant Summary overleaf; and (d) “**project**” means the project and/or activity that we have agreed to give you a grant for.

These Terms and Conditions of Grant together with the conditions set out in the Grant Summary overleaf or any other grant conditions we notify you of in writing (“**Grant Terms**”) apply to your use and receipt of the grant.

These Grant Terms shall come into force on the date we receive the signed Grant Acceptance Form from you. The Grant Terms shall remain in force until you have spent all of the grant (or returned it to us) and have completed an end of grant report to our satisfaction.

The grant and the project

1. You must sign and return the Grant Acceptance Form enclosed with your grant offer letter to us within the timescale set out in your grant offer letter, otherwise we may choose to revoke the offer.
2. You must start to spend the grant within the timescale set out in your grant offer letter.
3. You must meet any conditions attached to your grant award as soon as possible but in any event within 6 months of the date of our grant offer letter or such other period we have notified you of (unless we agree otherwise in writing).
4. You must use the grant exclusively for the project (which means, without limit, that the grant cannot be used to cover long term sick leave, redundancy payments, bereavement leave, maternity, paternity or adoption leave) and in accordance with these Grant Terms and any other conditions we notify you of. You must not give, assign or transfer any part of the grant to any third party without our prior written agreement.
5. You must get our written agreement before making any changes to the project, its aims or the purposes for which you use the grant.
6. You must tell us about any changes which might affect our grant or the project, within 30 days of you becoming aware of such change. For example, (without limit) change of address, significant changes to governance or financial position, loss of other funding for the project, change in job description, any break in employment causing you to either make alternative arrangements or re-advertise the post or changes to the management of your organisation.
7. You must promptly tell us about: (a) any claims threatened against you, your volunteers, staff or members which may affect the project (no later than 30 days of you becoming aware of such claims); (b) any investigation into you, your volunteers, staff or members by the police, Charity Commission (or equivalent regulatory body in Scotland or Northern Ireland), HMRC or a regulatory body; (c) any, actual or suspicion of fraudulent or illegal activity; (d) any serious safeguarding incidents; or (e) other incidents which are serious enough to warrant a serious incident report to the Charity Commission (or equivalent regulatory body).

8. You must maintain appropriate insurance in place for the project and associated activities (including, without limit, public liability insurance and insurance for any assets purchased with the grant). You will supply confirmation of your insurance to us if we request it.
9. Provided that nothing in this clause shall relieve us from our obligation to pay the grant to you in accordance with these Grant Terms, you agree that we have no liability for any consequences that may arise from the project, the use of the grant or the withdrawal of the grant. Nothing in this Agreement will exclude or restrict our liability to you in any other circumstances where liability may not be limited under any applicable laws.
10. You must hold any unused part of the grant on trust for us at all times.
11. We reserve the right to ask for the whole of a grant or any balance to be returned at any point and you must promptly comply with such request. Should any part of the grant remain unspent at the end of the relevant grant period, you shall repay any unspent monies to us unless we agree otherwise in writing.

Payment and Accounting

12. We will pay the grant by direct credit transfer to your nominated bank account (as agreed by us) annually or quarterly in advance as specified in the Grant Summary overleaf subject to the necessary funds being available when payment falls due and these Grant Terms.
13. Your grant is a restricted fund and you must designate it as such in your accounts.
14. You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. However, if HMRC formally deems the grant to be subject to VAT, you agree to pay all VAT due. You are responsible for any other taxes arising from the grant or the project, including any VAT due on costs incurred by you in connection with the project.
15. You must keep separate, accurate and up-to-date accounts relating to your grant, receipt and expenditure of your grant (including, without limit, all receipts, invoices and other financial evidence) and personnel and payroll records for staff funded by us for the duration of the grant and for at least 7 years after the project has finished.
16. We do not guarantee any funding, and will not pay any part of the grant to you, beyond the grant period.
17. We receive our funding from various sources including public donations. We don't expect this funding to be reduced but, if for any reason it is, we may end or reduce your grant before paying you the full amount. We will try and give you 6 months' notice in such circumstances.

Monitoring and Reporting

18. You must promptly send us any information or records we require to monitor your project and how the grant is being used. You must also give us, or any person nominated by us, access to your employees, premises, facilities and records for such purposes or our own audit purposes. We can ask for such records or access for up to 7 years after the project has finished.
19. You will complete any reports we require using the forms we provide to you and by the due date we specify. In particular, you must report to us annually and at the end of your grant on its use. The Annual Grant Report Form is available via your online account.

20. If through the monitoring and reporting under these Grant Terms, we identify any issues with the project or the use of the grant, we may raise the same with you and if we do so, you will promptly resolve the issue to our satisfaction.
21. Payments of any subsequent instalments of your grant will be conditional on us receiving a correctly completed Annual Grant Report from you and with us being satisfied that you have met and are continuing to meet the criteria and desired outcomes for your grant. If you do not report successfully at any time or if we decide (in our discretion) that the project is not suitable or appropriate for funding or does not meet our criteria or the desired outcomes, then we may request you to return some or all of the grant, suspend or terminate your grant, not pay you further instalments of your grant and/or any future grant applications you make may be jeopardised.

Compliance

22. You must take all appropriate steps to protect children and (where applicable) vulnerable adults while in your care and support them to develop. You will make sure that you have, and follow, at all times throughout the Term, appropriate and robust safeguarding arrangements, policies, procedures and training to protect children and (where applicable) vulnerable adults which at least meet our published 'Minimum Standards' for grant making. Such arrangements must include open recruitment, background checks (including, without limit, references and appropriate disclosure checks) and structured induction for those who will work with, supervise, care for or otherwise have direct contact with those in your care.
23. If you engage any third parties when delivering your project (e.g. delivery partners or subcontractors) you are responsible for them and their compliance with these Grant Terms (to the extent applicable to them) and in particular you must ensure that they adhere to your own safeguarding standards and processes unless we agree otherwise in writing with you.
24. You will make sure that you do not, whether as an employer or provider of services and/or goods, unlawfully discriminate within the meaning of any applicable equality laws. You must maintain and implement an appropriate equality and diversity policy.
25. In carrying out the project and spending the grant, you will comply with all applicable laws, regulations and codes of practice at all times.
26. If your grant is for a full time post, or we feel it will be of benefit to you, we may require some of your staff to undergo training in self-evaluation techniques (called 'Your Difference Training'). If this applies, details can be found in the 'additional conditions' section of your grant award letter.
27. You confirm that all information you provide, or have provided to us, is true and accurate and you must promptly tell us about any changes to the information you have provided.
28. You will ensure that at all times whilst the grant is in force, you are properly constituted and the receipt of the grant and delivery of the project are within the scope of your governing documents.
29. You will use reasonable efforts to make sure that you do not become involved in any conflict of interests between our interests and your interests. You will tell us in writing as soon as is practically possible of any potential conflict of interests and will follow our reasonable instructions to avoid, or bring to an end, any conflict of interests. If a conflict of interests does arise, we may end your grant immediately on written notice.

30. You will comply with all applicable laws, regulations, codes, guidance and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Criminal Finances Act 2017 and not place us in breach of such applicable laws.
31. You will (a) make sure that slavery and human trafficking is not taking place in any part of your business or in any part of your supply chain; (b) implement due diligence procedures for your own suppliers, sub-contractors and other participants in your supply chains, to make sure that there is no slavery or human trafficking in your supply chains; (c) respond promptly to all slavery and human trafficking due diligence questions issued to you by us from time to time and make sure that your responses to all such questions are complete and accurate; and (d) notify us as soon as you become aware of any actual or suspected slavery or human trafficking in any part of your business or in a supply chain which has a connection with this Agreement.

Publicity and Privacy

32. We like our support to be mentioned in appropriate social media, publications and other publicity. However, our name and logo are trademark / copyright protected so please make sure that you contact us to obtain the appropriate logo and guidance on its use. You must only use our trademarks and logo in accordance with the terms of our separate trade mark licence.
33. You own the rights in any materials you create (excluding any materials/logos and/or trademarks that we may have provided to you) as part of your project using our grant (unless we agree otherwise in writing).
34. We may use details of the project we fund in any of our promotional activities as and when we consider it appropriate, but we will only use information about individuals involved in your projects as described below.
35. When we process personal data, we are a data controller. This includes personal data which we receive from you (for example, contact details of your lead applicant). You can read more about how we use personal data which we receive from or about you in the 'Grantees' section of our privacy notice, which you can read here <https://www.bbcchildreninneed.co.uk/legal/privacy-policy/privacy-policy-in-full/>.
36. As you will be sharing personal data with us about your staff, volunteers, trustees and referees, you must bring our privacy notice to the attention of anybody whose personal data you choose to share with us before you share their personal data with us and you must also let us know if their details change after you have provided their information to us.
37. When you process personal data you are a data controller. This includes personal data which you receive from us (for example contact details of a grant assessor). You are responsible for compliance with data protection laws in respect of any personal data which you process.
38. You should notify us if you become aware of a data breach which is notifiable to the Information Commissioner's Office. You and we shall cooperate with each other if there is an investigation by the Information Commissioner's Office or if required because of a data subject exercising their rights.
39. Do not share with us any personal data which relates to your service users unless we have specifically agreed this with you in advance and in writing (for example, if we use images or stories about people involved in your projects in our appeals films). All case studies should be provided on an anonymised basis.
40. We may share information about you or your grant (including, without limit, personal information relating to your project representatives) with other funders, organisations, the police, regulators or fraud prevention agencies where we believe this is necessary to detect, investigate or prevent dishonesty, grant misuse, fraud,

terrorism, money laundering or other crimes, where you have provided false information, or where we have a legitimate interest to share the information or the other party has a legitimate interest in receiving it.

41. We may also share or publish statistics or information about your project or grant for analytical purposes to help us and other funders understand the funding landscape better to increase the effectiveness of grant making e.g. via 360Giving. We will not share or publish any personal data in these circumstances though.

Breach of these conditions, suspending or terminating the grant

42. We may at our discretion withhold or suspend payment of the grant, require repayment of all or part of the grant and/or terminate the grant if:

- you breach the Grant Terms;
- the delivery of the project does not start within 12 months of our grant offer letter and you have failed to provide us with a reasonable explanation for the delay;
- we consider that you have not made satisfactory progress with the delivery of the project or are not satisfied with the quality of, or progress, set out in any of your grant reports;
- in our reasonable opinion you are delivering the project in a negligent manner;
- you obtain funding from a third party which, in our reasonable opinion undertakes activities that are likely to bring the reputation of the project or us into disrepute;
- you provide us with any materially misleading or inaccurate information or completed any application or report forms dishonestly;
- you or any members of your organisation, volunteers or staff act dishonestly, commit fraud, attempted fraud, any offence under the Bribery Act 2010 or the Criminal Finances Act 2017, or are investigated by the Charity Commission, the police or any regulatory body;
- we believe you have spent the grant on a project, items or for purposes which we have not authorised;
- you become ineligible to hold the grant in accordance with our published eligibility criteria or any other criteria in your grant offer letter or that we've agreed with you;
- any of your employees, volunteers or members of your governing body has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the project or taken any actions which, in our reasonable opinion, bring or are likely to bring our name or reputation into disrepute;
- you cease to operate for any reason, or pass a resolution to be wound up or dissolved, become bankrupt, insolvent, enter into liquidation or are subject to any similar proceedings;
- you lose your charitable status and/or no longer operate for charitable purposes (if applicable to you);
- we become aware that you have breached or significantly failed to comply with your policy in relation to safeguarding children and vulnerable adults; and/or
- you do not comply with any additional grant conditions in your grant offer letter in accordance with the timescales set out in your grant offer letter or at any other point.

43. You will notify us as soon as possible if you become subject to financial or other difficulties which are capable of having a material impact on your effective delivery of the project or compliance with these Grant Terms.
44. In the event of termination or expiry of the grant: (i) no further payments of the grant will become due; (ii) you will repay to us any part of the grant which has been transferred to you by us and which has not yet been spent (unless we agree otherwise in writing); (iii) any liabilities arising at the end of the project including any redundancy liabilities for staff employed by you to deliver the project must be managed and paid for by you. There will be no other extra funding available from us for this purpose; and (d) the terms of these Grant Terms which are intended to continue in force even after the grant ends, will continue.
45. Where we request repayment of any part of the grant pursuant to these Grant Terms, you will repay us such amounts due within 30 (thirty) days of our request.

General

46. We and you shall each keep any confidential information shared by the other party confidential and not share it with any third parties without the consent of the party whose information it is. However, nothing in this clause prevents us from sharing any information where these Grant Terms otherwise allow us to do so (for example, under the "Publicity and Privacy" section above).
47. Where you are not a company nor an incorporated entity with distinct legal personality of its own, the individuals who enter and sign the Grant Acceptance Form on your behalf shall be liable both all together and individually for your obligations and liabilities under the Grant Terms.
48. If you breach any of the Grant Terms and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the Grant Terms only if we tell you in writing.
49. Our rights and remedies under these Grant Terms are cumulative and do not exclude rights and remedies provided by law.
50. You acknowledge that we may impose additional terms and conditions on the grant if you are in breach of the Grant Terms or if we believe such conditions are necessary or desirable to make sure the project is delivered, and our grant spent, as set out in your application or following any agreed changes.
51. You may not assign the benefit of these Grant Terms without our prior written consent.
52. We reserve the right to amend these Terms and Conditions of Grant at any time. We will publish, on our website, any changes to these Grant Conditions, and advise you via your online account. Once published, any changes will apply to your grant.