



## **Standard Terms & Conditions of Grant Funding from John Lyon's Charity**

**To ensure your grant is as successful as possible, please read this document carefully before signing the Grant Contract. The Contract may stipulate additional specific conditions that you need to be aware of. In signing the Grant Contract you are agreeing to the following terms and conditions:**

**Note: throughout this document, "the Charity" refers to John Lyon's Charity and "you" refers to your organisation.**

### **1. General**

In signing the Grant Contract, your organisation agrees to adhere to the Charity's Standard Terms & Conditions, Branding Guidelines and Revoke Policy which accompany the Grant Contract.

You understand and agree that:

- 1.1. The grant Letter of Approval sent to your organisation by the Charity explains what the Charity has agreed to fund, the amount of the funding agreed and the grant period.
- 1.2. As set out in the Letter of Approval, the grant to your organisation is made subject to the Charity's Standard Terms and Conditions of grant funding.
- 1.3. The Grant Contract is intended to ensure that the grant is used for the purposes for which it has been awarded.
- 1.4. The Charity has the right to impose additional terms and conditions which will be clearly outlined in your Grant Contract.
- 1.5. The Charity reserves the right to Revoke the current grant payment or subsequent tranches or any future application for grant funding from us, as per our Revoke Policy.

### **2. Your Organisation**

- 2.1. You will make sure that all Trustees and relevant staff are aware of the Charity's Standard Terms and Conditions for this grant, the Branding Guidelines and Revoke Policy.
- 2.2. You will ensure that you are correctly constituted and regulated, and that the receipt of the grant and the delivery of the project are within the scope of your governing documents.
- 2.3. You will promptly tell the Charity of any key relevant staff changes, in particular, changes to your CEO or equivalent, Project delivery staff, the Primary grant contact with the Charity.
- 2.4. Whilst the Grant Contract is in place you will:
  - 2.4.1. inform the Charity if the number of Trustees falls outside the parameters contained within your Governing document
  - 2.4.2. obtain the Charity's written consent before making changes to your governing document which may in anyway have an impact upon the use of the grant or any subsequent grant payments.



- 2.4.3. tell the Charity in writing as soon as possible of any serious incidents or investigations concerning your organisation, your trustees, your directors, your employees or your volunteers carried out by the Police, Charity Commission, ICO, HM Revenue & Customs, or any other regulatory body which would impact upon that individual's responsibility for charitable funds. You must also inform us of any serious internal incidents identified that you are duty bound to report to the Charity Commission as set out in its published guidance.
- 2.4.4. write to us as soon as possible if any legal claims are made or threatened against you which would adversely affect the organisation during the period of the Grant.
- 2.4.5. agree to meet all relevant laws and regulations in relation to the way you operate and the work you carry out, including relating to the members of your governing body, your employees or volunteers you employ and the goods you buy.

### 3. Purpose and Use of the Grant

- 3.1. You agree that the grant is only for the purpose agreed by the Charity and that you will use the grant exclusively for that purpose. You must hold any unused part of the grant on trust on our behalf at all times and you must repay any unused part of the grant to the Charity immediately upon request.
- 3.2. You must obtain written agreement from the Charity before making any change in the expenditure of the grant, or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.3. You will not use the grant to pay for any spending commitments you have made before the date the grant was awarded.
- 3.4. You must not apply for duplicate funding in addition to that for which the grant was awarded, including any related administration costs that are funded by the grant under the Grant Contract.
- 3.5. If there is a delay of six months or more between the offer of a grant from the Charity and its take up by you, you will contact the Charity to inform them of the reasons for this, supply the Charity with any up-to-date financial and other relevant information as requested and understand that the content of this new information may affect the release of the grant.
- 3.6. Where the grant is to support the cost of all or part of a post, the **LONDON LIVING WAGE** will be the minimum amount paid, unless agreed by the Charity, in respect of that post.

### 4. Payment of the Grant

- 4.1. You understand that the Grant Contract must be correctly signed and returned with any specific conditions met.
- 4.2. You understand and agree that the grant shall not be increased in the event of any overspend in your delivery.



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- 4.3. You must inform the Charity as soon as possible of any projected or actual underspend in the grant, and you understand and agree that the Charity reserves the right to claim back any such underspend or to readjust grant payments accordingly.
- 4.4. The grant will be paid into a bank account in the name of your organisation as indicated on the signed Grant Contract.
- 4.5. You must not transfer any part of the grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Charity.
- 4.6. You must promptly repay to the Charity any money incorrectly paid to your organisation either as a result of any administrative error or otherwise. This includes without limitation, situations where either an incorrect sum of money has been paid or where the grant monies have been paid in error before you have complied with all terms and conditions attached to the Grant Contract.

### 5. Branding

- 5.1. On the signing of the Grant Contract you are acknowledging and agreeing to the **Charity's Branding Guidelines** which are attached with your Contract.
- 5.2. It is a condition of the grant that you are required to acknowledge wherever appropriate, the Charity's contribution to your organisation or project.
- 5.3. When you refer to the Charity in your literature, publicity materials or in any other way, you must ensure that you use the correct spelling of our name **John Lyon's Charity**.
- 5.4. Applications for use of the Charity's logo are considered on a case by case basis. You must obtain agreement from the Charity to use the Charity's logo.
- 5.5. If the Charity's logo is incorrectly displayed or the Charity is referred to anything other than **John Lyon's Charity**, you may be asked to reproduce your literature.

### 6. Accounts and Financial Records

- 6.1. If the grant is restricted, you must designate it as such in your accounts.
- 6.2. You will acknowledge the grant in your annual report and accounts and acknowledge the Charity as the source of the grant.
- 6.3. You must keep proper, separate, accurate and up-to-date accounts and records of the receipt and expenditure of the grant monies (including invoices, receipts, personnel and payroll records for the staff funded by the grant). You must make these records available for inspection by the Charity and provide copies when required.
- 6.4. You must submit all required statutory returns including those in relation to your employees and make relevant payments to cover their pensions and salary deductions such as income tax and national insurance contribution.



## **7. Monitoring and Reporting**

You must complete and return regular monitoring reports as required by the Charity, in accordance with specified timescales and you must update the Charity on the progress of the grant upon request.

- 7.1. You must closely monitor the progress, delivery and success of the grant throughout its duration to ensure that the aims and objectives of the grant are being met and that the Grant Contract is being adhered to.
- 7.2. You must tell the Charity immediately in writing if you anticipate there is to be any variation to, or decrease in, the proposed outcomes of your grant; or if any financial or other difficulties arise, which are capable of having a material impact on your effective delivery of the proposed activities or compliance with the Grant Contract.
- 7.3. You must provide the Charity with further information, explanations and documents the Charity may reasonably require from time-to-time about the expenditure of the grant.
- 7.4. You must ensure that personal information you hold in relation to Trustees, employees and beneficiaries is held, used and managed in accordance with the Data Protection Act and or General Data Protection Regulation (GDPR).
- 7.5. You must be available for meetings with the Charity and allow access to your records for the purposes of discussing, monitoring and evaluating your fulfilment of the terms of the Grant Contract.
- 7.6. You understand that the Charity's officers, or those authorised by the Charity, may visit your organisation without prior warning and request to see any records relating to the grant and/or the project, including financial records, records of grant beneficiaries and/or service users where appropriate.
- 7.7. You understand and agree that grant payments will only be released when the Charity's Trustee is content that satisfactory monitoring information has been provided.

## **8. Withholding, suspending and repayment of Grant**

It is the intention of the Charity that the grant will be paid in full. However, you understand and agree that the Charity may, at its discretion, withhold or suspend payment of and/or require repayment of, all or part of the grant, as outlined in the Revokes Policy accompanying the Grant Contract.

- 8.1 You understand and agree that if any grant monies are payable to the Charity, either:
  - 8.1.1 the Charity will deduct that sum from any future payments of the grant; or
  - 8.1.2 you must repay this money immediately upon receipt of the demand for payment from the Charity