



## Grant Agreement

### Parties:

- Grantor: The Wingate Foundation (TWF), a registered charity in England and Wales with charity number [Charity Number], whose principal office is at 2<sup>nd</sup> Floor, Quadrant House North, 61-65 Croydon Road, Caterham, Surrey CR3 6PB
- Grantee: [Name of Grantee Organisation], a registered charity in England and Wales with charity number [Charity Number], whose principal office is at [Address of Grantee Organisation].

### Recitals:

1. WHEREAS, the Grantor is a charitable organisation committed to:
  - a) For the public benefit, the relief of those in need by reason of youth, age, ill health, disability or financial hardship in the Croydon, Tandridge, Reigate and Banstead district council area by providing grants for items, and/or services and/or facilities in order to meet such needs.
  - b) To advance in life and relieve the needs of young people, with a focus on those who are socially and economically disadvantaged through assisting in:
    - i. the provision of recreational and leisure time activities provided in the interest of social welfare, designed to improve their conditions of life;
    - ii. providing support and activities which develop their skills, capacities and capabilities to enable them to participate in society as mature and responsible individuals.
2. WHEREAS, the Grantee is a charitable organisation committed to [Grantee's Mission Statement];

WHEREAS, the Grantee has submitted a proposal to the Grantor for funding for the [Name of Project] project (the "Project");

WHEREAS, the Grantor desires to provide funding to the Grantee for the Project, and the Grantee desires to accept such funding;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:



## 1. Grant Amount

The Grantor agrees to grant to the Grantee the sum of [Amount of Grant] (the "Grant"). The Grant will be paid to the Grantee in [Number] instalments as follows:

- [Schedule of Payments]

## 2. Use of Grant Funds

The Grant funds shall be used solely for the following purposes:

- [List of Project Activities]

## 3. Grant Recipient Obligations

The Grantee recipient must;

- a) not use the Grant funds for any other purpose without the prior written consent of the Grantor
- b) secure value for money in all purchases of goods and services made for the purposes of the Project
- c) ensure it has a sound system of internal financial controls to safeguard against fraud and theft and to identify, manage and monitor conflicts of interest. The Grant Recipient must inform TWF as soon as possible if it has any grounds for suspecting financial irregularity in the use of the Grant
- d) ensure that the procurement of any goods, works or services from a third party using the Grant complies with all relevant UK and European legislation in the procurement of goods, works or services. If required to do so by TWF, the Grant Recipient must produce documentary evidence of compliance with this condition
- e) if it follows a single tender procedure, for example where the value of the contract is very low or where there is only one supplier capable of providing the goods and services concerned, it must keep a record of the reasons why that procedure was thought to be appropriate
- f) comply with all applicable laws



#### **4. Project Reporting**

The Grantee shall submit to the Grantor the following reports:

- A quarterly progress report that details the Grantee's progress on the Project, including the use of Grant funds.
- A final report that summarises the Grantee's accomplishments and the impact of the Project.

The reports shall be submitted in the format and by the deadlines specified by the Grantor.

#### **5. Grant Monitoring**

The Grantor shall have the right to monitor the Grantee's use of the Grant funds and the Grantee's progress on the Project. The Grantor may request additional information from the Grantee at any time, which may include expenditure records.

#### **6. Records**

The Grantee shall maintain separate accurate and complete records of all expenditures of the Grant funds and retain these for a minimum period of 6 years after the completion of the Project, in accordance with UK charity law. The Grantee shall make these records available to the Grantor upon request.

#### **7. Termination**

The Grantor may terminate this Agreement for cause at any time by providing written notice to the Grantee. The Grantee may terminate this Agreement for cause at any time by providing written notice to the Grantor. In the event of termination, the Grantee shall return to the Grantor any unused portion of the Grant funds.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.



## 9. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

## 10. Events Of Default And Rights Reserved For Breach Of The Funding Agreement

- a. If the Grant Recipient fails to comply with any of these Terms and Conditions, or if any of the events mentioned in clause 10 occur, TWF may reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- b. Where any part or all of the Grant is required to be repaid in accordance with clause 10 above, the Grant Recipient must repay this amount within 20 days of receiving the demand for repayment.
- c. An Event of Default is the occurrence of any of the following:
  - i. the Grant Recipient fails, in TWF'S sole opinion, to make satisfactory progress with the Project; and in particular with meeting the Project Objectives;
  - ii. the Grant Recipient owes any sum to TWF under an agreement for the financial support of any other project or activities under any scheme or Project administered by TWF
  - iii. the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Funding Agreement;
  - iv. there is a change in control or ownership of the Grant Recipient or the Grant Recipient ceases to operate or changes the nature of its operations to an extent which TWF considers to be significant or prejudicial to the satisfactory continuance of the Project;
  - v. the Grant Recipient is the subject of a proposal for a voluntary arrangement; or has a petition for an administration order or a winding up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator; or, being a charity, is struck from the register at the Charity Commission; or, being a



- company, is struck from the register at Companies House;
- vi. any information provided in the Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which TWF considers to be significant;
  - vii. the Grant Recipient takes inadequate measures to investigate and resolve any reported irregularity
  - viii. it appears to TWF that the Grant Recipient no longer requires financial assistance in order to carry out the Project.
- d. Where TWF has required the Grant Recipient to repay any or all of the Grant, TWF may recover that amount by withholding, or deducting the amount from, any sum due to the Grant Recipient from TWF under any other offer of grant for projects or activities under any scheme or Project administered by TWF.
- e. In the event that it becomes necessary to take steps to enforce the Terms and Conditions of this Funding Agreement, TWF will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concerns about the Project or of any breach of the Terms and Conditions.
- f. The Grant Recipient must act within 14 days to address TWF's concern or rectify the breach and may consult on an action plan to resolve the problem with TWF.
- g. If TWF is not satisfied with steps taken by the Grant Recipient pursuant to clause 10 above, it may withhold or suspend any further payment of the Grant (including by way of clause d. above), or recover any Grant already paid.

## **11. Disputes**

All disputes and complaints shall, in the first instance be referred to the Grant Recipient's manager for the Project and the Grant Recipient's principal contact in DMT. The Grant Recipient shall use all reasonable endeavours to negotiate in good faith and settle the dispute or complaint amicably.

## **12. Amendments**

This Agreement may be amended only by a writing signed by both parties.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Grantor: Authorised to sign for and on behalf of The Wingate Foundation**

Signature:

Printed Name:

Title:

Date:

**Grantee: The Grantee accepts the Grant and agrees to comply with the Terms and Conditions contained in this Agreement:**

Signature:

Printed Name:

Title:

Date:



## **Appendix A: Project Proposal**

## **Appendix B: Project Budget**

## **Appendix C: Project Timeline**

EXAMPLE