

ACT Grant Terms and Conditions for Charities

We require you to agree to the following terms and conditions at the time of making your application to us. Please therefore sign below and send a copy to us with your application.

- 1) You hereby certify that you have adopted and regularly review safeguarding policies for vulnerable service users and policies in respect of the prevention of extremism and terrorism which you are satisfied meet the current best practice guidelines of the Charity Commission applicable to the activities which you undertake.
- 2) Receipt of the grant will be acknowledged by you and confirmation made by letter that the money has or will be spent on the purpose approved by ACT.
- 3) In accepting ACT's grant you are confirming that our donation will not be used to fund the employment of an external fundraising agent nor will it be used to fund commission payments where a third party has been used to raise funds on your behalf.
- 4) No material changes to the project will be made without the written agreement of ACT.
- 5) ACT will be informed, in writing, of any proposed changes relating to grant expenditure as soon as it happens.
- 6) You will keep a financial record of the spending of the grant and retain a copy of any appropriate invoices and receipts, and submit these to ACT if requested.
- 7) ACT may wish to visit to see the work or equipment funded by the grant.
- 8) Any part of the grant that is not required for the purpose approved or not spent within the agreed timescale will be refunded to ACT.
- 9) ACT reserves the right to withhold a grant or require repayment if it finds that any form of deliberately false or misleading information was provided to ACT.
- 10) ACT reserves the right to withhold a grant or require repayment if the applicant becomes insolvent or goes into administration, receivership or liquidation, and if the grant has not already been spent on its intended purpose.
- 11) Any assets of value purchased with the aid of a grant should be retained and used for the agreed purpose. If used for another purpose or disposed of, this must be reported to ACT who reserve the right to require repayment of the value of the asset or the transfer of it to another beneficiary.
- 12) In accepting the grant you acknowledge and accept that those supported by the grant are not regarded as being employed by us and that we accept no responsibility as employer.
- 13) You will indemnify us or procure an indemnity against any liability arising from any claim made against us in connection with or arising from our grant.
- 14) You agree that we may publicise the grant and use any of your own material in doing so.

Signed: Print Name please

Position: (Please note, signatory must be a senior manager or Trustee)

For and on behalf of:

Date: