

Janet & Bryan Moore

CHARITABLE TRUST

Dear [Sirs]

Re. Grant Award Letter – REFERENCE: [00000000000]

We are pleased to confirm that your application for funding has been approved by the Janet & Bryan Moore Charitable Trust (the “Trust” - reference to which shall also include its trustees) and we are willing to offer you a grant of £ AMOUNT SHOWN (the “Grant”).

This award letter sets out the conditions of your Grant along with information as to how and when you will receive your Grant.

How and when will I receive my Grant?

You will receive your Grant within [28 days of the date of this letter / by [DD / MM / YYYY].

The Grant will be paid to you in full via cheque and payment shall be made to the organisation or person nominated by you in writing.

How to use your Grant?

All grants awarded by the Trust must be used to cover costs that are directly connected to carrying out the charitable activities that the Trust has agreed to fund (“Funded Activities”).

Grants can be used either to cover costs of Funded Activities or to fund expenditure on the following:

- (a) salary costs;
- (b) capital expenditure, provided you are able to demonstrate that the expenditure is essential to the charitable activities that the Trust has agreed to fund and that any assets acquired using grant money will be used for similar purposes after the end of the proposed activities; and
- (c) contributions to the cost of overheads, provided that you are able to demonstrate that such overhead costs are essential for, and directly linked to, the charitable activities that the Trust has agreed to fund.



Will we monitor use of the Grant?

The Trust will take steps to monitor the use of the Grant and verify that the Grant is used for the purposes that have been agreed. The arrangements for monitoring will vary according to the nature of the Grant, but the Trust will always seek to ensure that the arrangements are appropriate and proportionate.

Arrangements for monitoring use of the Grant may include asking you to provide any of the following:

- (a) copies of formal records such as receipts, invoices, bank statements and management accounts to show that funds have been used for the purpose for which they have been awarded and in accordance with the terms of the Grant;
- (b) regular written or verbal updates showing progress to date, summarising key achievements or problems encountered, indicating whether targets have been met and giving reasons for any delay in implementing work funded by the Grant;
- (c) a final written report on completion of the work funded by the Grant, showing how funds have been spent, evaluating where the work has been successful and identifying lessons that can be learnt; and
- (d) information about any proposed changes to the proposed activities.

If appropriate, the Trust may also visit grant-funded activities and interview individuals involved in running those activities and the Trust reserves the right to take any additional steps to monitor the use of the Grant funds that it considers appropriate.

Will my Grant ever have to be repaid?

In some circumstances, the Trust may require repayment of all or any part of the Grant if:

- (a) the project or purpose for which it was awarded does not proceed;
- (b) part of the grant remains unused when the activities that the Grant was intended to fund have been completed; or
- (c) the Grant is used for a purpose other than that which has been agreed.

What if we are a non-charitable organisation?

If you are a non-charitable organisation your application for a grant must also:

- (a) provide evidence that the organisation has a bank account with at least two unrelated signatories; and
- (b) demonstrate that all of the activities in the proposal will qualify as being charitable for the public benefit if they are undertaken by an organisation that is registered as a trust in England and Wales.



Expiry date for using your Grant

[DATE SHOWN HERE]

Law and regulatory compliance

You must comply with all applicable laws and regulations (including the law of England and Wales). You must achieve the reporting requirements of the respective regulatory bodies which includes, but is not limited to, the relevant Trust Commission, the Office of the Scottish Trust Regulator and Companies House.

Liability and indemnity

Nothing in this award letter limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation.

The Trust shall not be liable whatsoever, whether for breach of contract negligence or any other reason for any injury, loss of profits, exemplary or special damages, loss of sales, loss of revenue sustained or incurred by you in relation to a grant application.

The Trust accept no liability whatsoever for any consequences, whether direct or indirect, that may arise from the running of the project, the use of the Grant, or from suspension or termination of the Grant.

By agreeing to the terms of this award letter together with the terms of the Grant Making Policy, you agree to indemnify and keep indemnified the Trust at all times against any costs, claims or liabilities (including reasonable legal costs) suffered or incurred by the Trust as a result of any action, claim or complaint brought against the Trust in connection with or arising from the award of a Grant.



Other general terms

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between you and the Trust, constitute any agency between us, or authorise any party to make or enter into any commitments for or on behalf of any other party.

This letter award together with the Grant Making Policy constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

This letter award and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this letter award or its subject matter or formation.

You must at all times maintain such adequate insurances as are required.

The Trust may vary the terms of this award letter or the Grant Making Policy from time to time.

Please note that the above Grant offer is subject to and conditional upon your acceptance of the full terms and conditions of our Grant Making Policy, a copy of which is available at: www.janetandbryanmooretrust.org.uk.

Yours faithfully

Signature

[SIGNATURE NAME]

For and on behalf of the

JANET & BRYAN MOORE CHARITABLE TRUST

We hereby agree to the terms of the above award letter and to the terms and conditions of the Grant Making Policy with effect from the date specified below.

Name: [] Signed: _____

Position: []

For and on behalf of: [] Date: _____



Janet & Bryan Moore
CHARITABLE TRUST