

Supporting Armed Forces in acute hospital settings - Standard terms and conditions

This Grant Agreement sets out the standard legal conditions of our grant offer to you. You accept that these standard terms and conditions are not negotiable.

1. Definitions

- 1.1 “You” and “your” means the organisation receiving a grant from the Armed Forces Covenant Fund Trust subject to these terms and conditions.
- 1.2 “We”, “us” and “our” means the Armed Forces Covenant Fund Trust and includes our employees and those acting for us.
- 1.3 The ‘Project’ means the activity or activities that we have agreed to support with a grant as set out in the Offer Letter and in accordance with this Grant Agreement.
- 1.4 The ‘Grant Agreement’ includes and incorporates:
 - 1.4.1 these standard terms and conditions
 - 1.4.2 the Offer Letter which sets out any additional conditions
 - 1.4.3 your application form and any documentation confirming changes to these plans which may include a revised budget; and
 - 1.4.4 Schedules 1 and 2 which will be finalised in discussions with you within 2 months of this Offer Letter. These will comprise the agreed milestones and payment schedule.
- 1.5 The “Funding Period” means the fixed term specified in the grant offer letter.

2. The Grant

- 2.1 You acknowledge that you are holding the grant on trust for the beneficiaries of the Project and therefore you must use the grant exclusively for the Project.

- 2.2 The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.3 You must accept our offer within four weeks of receiving it by signing and returning one copy of the Offer Letter. If you do not return the signed Offer Letter within four weeks the offer will be automatically withdrawn. The Offer Letter must be signed by two people who are authorised to sign on behalf of the organisation.
- 2.4 We will agree with you the terms of Schedule 1 which will include the details for the delivery of the Project and Schedule 2 which will detail the payment instalments. At that point we will issue you with the agreed Schedules and any additional terms and conditions we have agreed. In the unlikely event that we cannot agree the Schedules, the Offer will be automatically lapse.
- 2.5 The date of the Grant Agreement will be the date of our Offer letter.
- 2.6 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information we hold about your organisation is always true and up to date.
- 2.7 You must not use the grant to pay for any spending commitments you have made before the date of the Grant Agreement.
- 2.8 If at any time we are not satisfied that you have met all the terms of our Grant Agreement, or we require extra information or documents, we will let you know and/or will request this information and we may postpone payment of the grant until we decide that the terms are met or until we receive the information we want.

3. The Project

- 3.1 You must start the Project within three months of the Project Start Date as shown in the Offer Letter.
- 3.2 You agree to deliver the Project within the time we have set you in Schedule 1.
- 3.3 You must maintain adequate insurance at all times. This includes employee and public liability insurance.
- 3.4 You agree to comply with all laws regulating the way you operate, the work you carry out, the staff you employ or the goods you buy. You will ensure that you have an equal opportunities policy in place at all times,

to help you comply with all relevant laws and good practice whilst the Grant Agreement remains in force. You will obtain any planning permission and all approvals, copyright and other consents and licences required by law or by us. This includes but without limitation compliance with all employment legislation, equality legislation, health and safety requirements, compliance with the requirements of GDPR, data security and all other relevant legal or regulatory approvals necessary for the Project to be delivered.

- 3.5 If your Project involves work with children and adults at risk (“vulnerable people”), you will take all reasonable steps to ensure their safety. You will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. You will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service.

4. Information, marketing and publicity

- 4.1 You must follow our branding and publicity guidelines at all times if practical and appropriate. You will acknowledge the Armed Forces Covenant, the Armed Forces Covenant Fund Trust and NHS England and NHS Improvement by following the guidelines we will provide. You should feature the required logos on all information, marketing and publicity materials including digital media relating to the Project. You should also incorporate verbal and written acknowledgment of our support into your communications.
- 4.2 You hereby give us permission to use, in our sole discretion and as we think fit, any materials produced for or by the Project. You hereby grant us a non-exclusive, worldwide, royalty free perpetual licence to reproduce part or all of your Project or related documents as we may reasonably require for marketing, publicity, research and evaluation and reporting purposes.

5. Payment of the grant

- 5.1 Subject to satisfactory receipt of any information required from time to time, we agree to pay you the total grant in instalments according to Schedule 2.
- 5.2 We will pay the grant by way of instalments agreed in Schedule 2 by bank transfer (BACS) into a UK-based bank account in your name.
- 5.3 You understand and accept that we will not increase the grant if you spend more than the total grant awarded as stated in the Offer Letter.
- 5.4 We will not be liable for any losses or costs (including, but not only, bank charges) if we do not make grant payments on the dates agreed in Schedule 2. Payments agreed in Schedule 2 will be dependent upon the timely submission of, and our approval of, the information required under Schedule 1. If you do not submit satisfactory information to us, the grant payments agreed in Schedule 2 may be suspended.
- 5.5 You will show the grant and related expenditure in your accounts under the description of “Armed Forces Covenant Fund Trust Funding” as a restricted fund. You will identify unspent funds in respect of the grant separately in your accounting records and acknowledge our grant in your annual report and accounts.

6. VAT

- 6.1 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.

7. You agree that

- 7.1 You must meet any special or additional conditions which may have been agreed between us in writing from time to time and which will be deemed incorporated into this Grant Agreement.
- 7.2 You must ensure that the executive team responsible for delivering the Project, receive a copy of this Grant Agreement.
- 7.3 You must tell us in advance if you want to make any significant changes to the Project being delivered under this Grant Agreement.
- 7.4 You must write to us as soon as possible if any legal claims are made or threatened against you which would adversely affect the Project during the period of the grant.

- 7.5 You must tell us in writing as soon as possible of any investigation concerning you, your employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory body.
- 7.6 You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion, including any delay or difficulty in fulfilling your obligations to work with others as specified in the Offer Letter.

8. Monitoring

- 8.1 You understand and accept that we will monitor the progress of the Project and require you to complete all the activities specified in Schedule 1 on time. In particular you will complete the data metrics that we may request of you from time to time and you will take part in any external evaluation we ask of you.
- 8.2 To enable this, you will need to send us all such information as we may in our sole discretion reasonably request from time to time. This includes the information, without limitation, set out in Schedule 1, and copies of all or any other relevant documentation about how the Project is being delivered and the funding used. If we ask, you must give us, or any person nominated by us, or the National Audit Office access to all records relating to the Project or subsequent profit made by the Project upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Project has finished.
- 8.3 You will be available for meetings with us and any appointed evaluator, as may be reasonably requested, relating to the Project.
- 8.4 You will provide us with a full report on the Project within three months of completing it, using our end of grant report form which we will send to you. We understand that the grant is finished only after we have completed this report to your satisfaction, and you have received to your satisfaction the evidence of expenditure you have requested for the period of the Grant Agreement.

9. General conditions

- 9.1 We will not be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You are fully responsible for every part of the delivery and content of the Project or for your organisation and the decisions about them. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

9.2 You accept that we may share information about your grant with any parties of our choice as well as with members of the public under the Freedom of Information Act 2000. Details of the grant may be broadcast on television, on our website, in newspapers and through other media.

9.3 You acknowledge that the grant comes from public funds and you will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then you will repay the entire grant immediately.

10. Breach of these terms and conditions, and suspending or repaying the grant

10.1 We may recover the grant in our absolute discretion, if any of the following events occurs:

- you make any changes to the Project without first getting our written permission
- you use the grant for anything other than the Project
- you do not follow our reasonable instructions
- you do not carry out the Project with reasonable care, thoroughness and competence
- you do not complete the Project on time
- you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us; and/or
- you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation.

11. Termination of the Grant Agreement

11.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- for one year following the payment of the last instalment of the grant
- as long as any part of the grant remains unspent
- as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).

12. Additional conditions

12.1 We have the right to impose additional terms and conditions on the grant if:

- you are in breach of the Grant Agreement
- we withdraw any part of the funding for the Project
- if we have reasonable grounds to believe that it is necessary to protect public money; and/or
- we believe such conditions are necessary or desirable to make sure that the Project is delivered as set out in the application form or following any agreed changes.

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