

GRANT TERMS AND CONDITIONS

The Gibbons Family Trust and The David Gibbons Foundation (each a Trust and together the Trusts) make grants to (i) individuals; (ii) organisations applying on behalf of individuals; and (iii) not-for-profit organisations. The terms and conditions below set out the basis on which the Trusts make such grants.

In these terms and conditions of, the words "We", "Our" or "Us" refer to the relevant Trust awarding the Grant and "You" or "Your" refer to the individual or organisation in receipt of the Grant.

1. Application for a Grant

- 1.1 You must submit an application for a grant (**Grant Application**). The Trusts shall not consider making any grant without having received an application from You.
- 1.2 If you are an individual, you must include at least one written reference with your application.

2. Purpose of the Grant

- 2.1 We shall have full discretion whether to make a Grant. The amount of any Grant We make will be based on Your Grant Application (the **Grant**). You must comply with these terms and conditions when making Your Grant Application and in order to receive the Grant.
- 2.2 You must provide bank details in Your Grant Application. We shall pay the Grant by electronic bank transfer to Your nominated bank account. You must confirm receipt of the Grant.
- 2.3 You shall use the Grant only for the purposes set out in Your Grant Application (**Purpose**) and in accordance with these terms and conditions. You must not use the Grant for any other purpose without Our prior written agreement.
- 2.4 You shall not make any significant change to the Purpose without Our prior written agreement.
- 2.5 If you do not proceed with the Purpose of Your Grant Application, You must inform Us as soon as possible. We shall in Our discretion decide whether the Grant may be used for another purpose.
- 2.6 You must utilise the full amount of the Grant within 6 months of receipt of the Grant. Where Your Grant Application is for core funding, We may in Our discretion, agree a different timescale.

3. Accounts and Reports

- 3.1 You shall closely monitor the use of the Grant monies to ensure that the Grant monies are being used only for the Purpose and that You are complying with these terms and conditions.

- 3.2 You shall on request provide Us with such information, explanations and documents as We may reasonably require in order to establish that the Grant has been used only for the Purpose.
- 3.3 You must submit a report detailing the progress of the Purpose 6 months after receipt of the Grant if:
 - 3.3.1 the Purpose is core funding;
 - 3.3.2 You are an individual and the Grant is for £1,000 or more; or
 - 3.3.3 You are an organisation and the Grant is for £2,000 or more.

4. Recovery of the Grant

- 4.1 Our intention is that the Grant will be paid to You in full. However, without prejudice to Our other rights and remedies, We may at Our discretion require repayment of all or part of the Grant, save for any part of the Grant that has been properly used for the Purposes, if:
 - 4.1.1 You misuse the Grant in any way;
 - 4.1.2 You use the Grant for purposes other than those for which they have been awarded without Our prior written consent;
 - 4.1.3 the Purpose cannot proceed;
 - 4.1.4 You, or if You are an organisation any member of Your governing body, employee or volunteer has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Purpose or (b) taken any actions which, in Our reasonable opinion, bring or are likely to bring Our name or reputation into disrepute;
 - 4.1.5 You fail to comply with any of these terms and conditions.

5. Other agreed terms

- 5.1 We shall not be liable for any consequences arising directly or indirectly out of the Purpose or Your use of the Grant.
- 5.2 You shall not publish any material referring to the Grant or Us without Our prior written consent.
- 5.3 You may not transfer or assign any part of the Grant or any rights relating to it to another organisation or individual without Our prior written consent.
- 5.4 These terms and conditions shall be governed by, and construed in accordance with the law of England and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms and conditions.