

TERMS AND CONDITIONS FOR THE OUR APPLICATION & GRANT PROCEDURES

The Gibbons Family Trust and The David Gibbons Foundation (each a Charitable Trust, and together The Gibbons Trusts) award grants to -

- (i) Not-for-profit organisations applying on behalf of an individuals or family
- (ii) Not-for-profit organisations for the benefit of their own beneficiaries.

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 organisation in receipt of the Grant.

1. Application for a Grant

- 1.1 You must submit an online application for a grant (**Grant Application**). The Trustees shall not consider making any grant without having received an application.
- 1.2 Only one application can be made within any 12-month period.

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. You must comply with these Terms and Conditions when making your grant application, and in order to receive and then fully administer the Grant.
- 2.2 You must provide a copy of the organisation’s most recent bank statement, with your application. If applying on behalf of an individual or family, our preference is to make a potential grant payment to the referee’s organisation. However we can also make one grant payment directly to the services or goods provider, if a quote with their bank details is supplied at the time of application. We shall pay the grant by BACS to your nominated bank account. You must confirm receipt of the grant by email.
- 2.3 You shall use the grant only for the purposes set out in your application and in accordance with these Terms and Conditions. You must not use the grant for any other purpose without our prior written (emailed) agreement. Organisations applying on behalf of an individual / family must administer the grant directly, and not pay the grant over to the beneficiary.
- 2.4 If you do not proceed with the purpose of your grant application, you must inform us by email as soon as possible. We shall in our discretion decide whether the grant may be used for another purpose.
- 2.5 You must plan to utilise the full amount of the Grant within 3 months for an individual/family, or 6 months for an organisation, from receipt of the grant (unless you have notified us on the application the grant spending will take longer). 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 3 months (individuals/ families) or 6 months (organisations) after receipt of the grant if:
 - 3.3.1 The purpose is core funding;
 - 3.3.2 The grant is for an individual or family, 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.
 - 3.3.4 At our request, regardless of the amount awarded

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.