

# Terms & Conditions

**By accepting a Grant Offer from Norfolk Community Foundation (NCF) the organisation (referred to as “you”) agrees to comply with the standard terms and conditions set out below for the duration of the grant. The grant term ends when a final report has been accepted by NCF.**

**Please note that when a grant is awarded, there may be additional specific conditions applied to your Grant Offer.**

## General

1. The grant must be used for the purpose stated in the Grant Offer only. Any significant changes to the project or grant expenditure must be approved in advance by NCF.
2. If the funded project/ activity does not proceed for any reason, or the funds are no longer required, NCF should be notified immediately, and funds returned in full.
3. If you have not spent the full sum awarded after completing the funded work, NCF may be able to agree an alternative use of the remaining grant. Please note NCF's prior approval is required. If an alternative use cannot be agreed, any unspent funds must be returned.
4. The grant must not be used to pay for goods or services that are bought or ordered before the date of issue shown on the Grant Offer. Where a condition needs to be met before the payment can be released, you should not commit to any grant expenditure until NCF has confirmed that the condition is fulfilled.
5. The grant must be spent within one year of the issue date stated on the Grant Offer, unless otherwise stated. Extensions require prior agreement from NCF.
6. NCF may hold back a grant or ask for repayment in whole or part in the following circumstances:
  - a. If you fail to adhere to the terms and conditions stated both within this document and the Grant Offer.
  - b. If any information provided as part of the grants process proves to be false or misleading, whether deliberate or accidental.
  - c. If you do not act lawfully in carrying out your project, or in accordance with best practice including equalities and safeguarding.
  - d. If any member of the governing body, staff or volunteers act dishonestly or negligently in the delivery of the funded project.
  - e. If any member of the governing body, staff or volunteers are subject to investigation or formal enquiry by the police, Charity Commission or other regulatory body.
  - f. If the organisation closes down, goes into administration, receivership or liquidation.
7. You must maintain appropriate insurance at all times and if asked, must supply copies of confirmation to NCF. This includes insurance for any activities provided, and appropriate employee and public liability insurance. Equipment bought with a grant from NCF should be itemised within the organisation's insurance policy. NCF accepts no liability for any accident, injury or damage to property sustained during or resulting from the funded project/ activity.

## Your organisation

8. If the main contact details provided for the application change at any point within the grant term, NCF must be notified and new contact details provided. New contacts must be made aware of the full terms and conditions of your grant, and ensure the organisation remains in compliance.
9. Changes to your governance, including your constitution or articles of association, must not be made within the grant term without first obtaining the approval of NCF to ensure your organisation remains eligible for our support.
10. NCF will be notified if the organisation's governing body falls below three members. You must take steps to increase it to at least three appropriate members as soon as possible.

## How we manage your information

11. NCF will retain the personal and organisational data you provide on our database. This information will be used to administer and manage any grant awarded, and as part of any publicity or other grant related activity

undertaken by NCF, the Fund panel or their representatives. Read our full Privacy Notice at [www.norfolkfoundation.com/about-us/privacy-policy/](http://www.norfolkfoundation.com/about-us/privacy-policy/)

12. NCF, the Fund panel or their representatives can use the organisation's name, the name of the project and information submitted as part of application or progress reports in publicity materials. You must inform NCF where confidentiality is a particular issue.

### Acknowledging support from NCF Funds

13. Details of this grant and the Fund that awarded it (stated in the Grant Offer) must be acknowledged in your annual report, and in any publicity material produced about the funded project. You should use the following wording to acknowledge your grant: *supported by Norfolk Community Foundation through (name of Fund)*.
14. The 'Supported by NCF' logo must be used in all online/ printed publicity relating to the funded project:



You can download the logo at [www.norfolkfoundation.com/guidance-resources/how-can-we-publicise-our-grant/](http://www.norfolkfoundation.com/guidance-resources/how-can-we-publicise-our-grant/)

15. Where a logo exists for the specific Fund that awarded your grant, this will also be supplied and should be used alongside the 'Supported by NCF' logo.
16. The grant must be shown separately in your annual accounts as 'restricted funds' and must not be included in general funds.

### Updating NCF on your funded activity

17. We will typically contact you at 6 and 12 months after the grant is awarded to find out about your progress. You must provide any information and reports we require about the project and its impact promptly.

Some NCF Funds have specific reporting/ evaluation requirements, and where this is the case these will be set out in the Grant Offer.

18. If you fail to complete reporting requirements satisfactorily, and do not fully account for the

expenditure of the grant, you may be placed in default and no further applications to any NCF Fund will be considered until the matter is resolved.

19. NCF, the Fund panel or their representatives may visit after a grant has been awarded to see funded work in action, and ensure the grant is being used in line with NCF expectations and good practice. This will be arranged with you in advance.
20. You will keep all financial records and accounts - including receipts for significant individual items bought with the grant - for at least 6 years from receiving the grant. These will be made available to NCF if requested. This does not release you from any legal obligations to keep records for longer periods.
21. These terms and conditions will apply until you have spent the entire grant and NCF has received and approved your End of Project report. You may assume the End of Project report has been approved if you receive no further correspondence from NCF within one month of submitting it.
22. Before disposing of any NCF grant funded equipment or other assets that are still within their working life, please seek advice from NCF.