

## **General Conditions Applicable to all Grants made to Organisations by the Municipal Charities of Stratford upon Avon (MCSonA)**

1. The grant must only be used for the purpose(s) specified in the application form and approved by the MCSonA. If the grant is used for any other purpose(s), without permission from the MCSonA, the grant is repayable upon demand, forthwith.
2. You may not transfer or assign any part of this grant to another organisation.
3. The grant must be used primarily for the benefit of the residents of the town of Stratford upon Avon.
4. If there is a change in circumstances which means that it is no longer possible for the grant to be spent for the purpose it was originally given, then you must notify the MCSonA immediately in writing. The Trustees will then decide what, if any, amendment to make to the award granted or whether the grant should be repaid.
5. If for any reason the grant cannot be spent in compliance with the MCSonA's conditions within a period of 12 months of the grant being awarded, then the MCSonA reserve the right to cancel the grant award and require repayment of the grant in whole or in part.
6. The MCSonA will require repayment of the grant if your organisation receives duplicate funding for the project, or for that part of the project funded by the MCSonA. You are required to tell us of any such duplicate funding.
7. The MCSonA reserve the right to withhold payment of the grant, and/or require repayment, if any deliberately false or misleading information is provided in support of the application or during the grant monitoring process.
8. The grant is not consideration for any taxable supply for VAT purposes by your organisation to the MCSonA. If an HMRC investigation determines that there is a VAT liability, the MCSonA accept no responsibility for such liability.
9. You must repay to the MCSonA immediately any VAT that you recover to the extent that any such VAT cost was included in our grant to you for this project.
10. The MCSonA's donation must be recorded in your organisation's audited accounts or accounting statement as a restricted fund.
11. The MCSonA reserve the right to audit the books and records relating to the award given to your organisation and therefore you are required to keep accurate and comprehensive records of how the grant has been spent.
12. The MCSonA reserve the right to withhold the grant if the organisation/project concerned becomes insolvent, or goes into administration, receivership or liquidation if the grant has not, at the time of any of these events occurring, already been spent on its intended purpose.
13. The MCSonA and its Trustees and Officers accept no responsibility or liability whatsoever for any actions, omissions, claims, costs or expenses arising from the grant and the use to which the grant is put by the recipient(s). In particular, notwithstanding the generality of the foregoing, no warranty is given or implied to the recipient(s) or to anyone else in respect of any of the following:
  - The health, safety or fitness for employment either on a paid or voluntary basis of any persons engaged in connection with any activity resulting from the grant.
  - Any building, technical or other work associated with land or premises or the procurement or provision of goods, equipment and services, following the grant.
  - Any professional advice sought or accepted, following or in connection with the grant and its use.
  - Any expression of opinion or factual information given by any Officer or Trustees of the MCSonA in relation to any aspect of the grant.
14. Reference to the MCSonA's support must be acknowledged and the MCSonA logo must feature in all promotional literature produced by the project/organisation, but the MCSonA's name must not be used to imply or assert any endorsement by the MCSonA of your organisation or its activities.
15. The giving of a grant by the MCSonA under these General Conditions does not create a contract with the recipient(s) and the recipient's(s') right to the grant cannot be enforced in a court of law.
16. The law of England and Wales governs these General Conditions.

## Municipal Charities of Stratford upon Avon

### Applicant Certification

1. We certify that, to the best of our knowledge and belief, the information provided in our application is accurate and complete and that no material information which could affect the delivery of our proposed activity has been withheld or otherwise omitted.
2. We agree to accept the general conditions as set out above. We understand that the Trustees may apply some specific conditions which will be notified to me/us separately in writing.
3. We certify that we are authorised to sign these conditions on behalf of the Organisation/Charity/Project seeking a grant from the MCSonA.
4. The MCSonA may publicise details of awards made to organisations/projects (not individuals) and we hereby authorise the MCSonA to include details of the grant in its publicity, if appropriate.

Signed \_\_\_\_\_ Position \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Signed by Authorised Signatory of \_\_\_\_\_

Signed \_\_\_\_\_ Position \_\_\_\_\_

Print name \_\_\_\_\_ Date \_\_\_\_\_

Signed by Authorised Signatory of \_\_\_\_\_

Charities administered by the Trustees:

The charities listed below are administered under the title of Municipal Charities Registration No. 214958 by a Uniting Direction granted under Section 96 (6) of the Charities Act 1993 on 28 April 2005 by the Charity Commissioners.

Almshouses Charity, Stratford upon Avon Charity for Almspeople, Charity of William Tyler, Stratford upon Avon Relief in Need Charity, Mary Newlands Almshouse Charity, The Emily Payne and Elizabeth Saunders Homes and John Roberts Almshouses.