

### **Standard Grant Conditions for The Noel Sweeney Foundation**

1. Any reference in these grant conditions to “we”, “our”, “us” or “the Foundation” means The Noel Sweeney Foundation.
2. These grant conditions apply to all grants awarded by the Foundation. Grants may include a monetary donation from the Foundation or a donation of resources or services from Tara Developments Ltd, Chasetown Civil Engineering Limited, Cameron Homes Limited and Keon Homes Limited.
3. All applications to the Foundation must be made using the Foundation’s application form on its website - <https://www.thenoelsweeneyfoundation.co.uk/>
4. Grant applicants must supply bank details with their application and any grant payment will be made to the nominated bank account. No grant payments will be made to an individual’s personal bank account, only the bank account of the applicant organisation. All payments must be acknowledged as received by the applicant within 7 days of the payment being made.
5. The grant must only be used for the purpose(s) detailed in your initial application form and agreed in any supplementary written correspondence. If the grant is used for any other purpose(s), without written permission from us, we may withdraw the offer of the grant or require you to repay the grant.
6. You may not transfer or assign any part of the grant to another charity, organisation or individual.
7. If there is a change in circumstances which means that it is no longer possible for the grant to be spent for the purpose(s) it was originally awarded, you must notify us promptly in writing. If the grant cannot be spent in compliance with our conditions, then we reserve the right to cancel the grant award and to require you to repay all or part of the grant.
8. If for any reason the funded project or initiative has not commenced within 12 months of the grant being awarded or if you fail to make sufficient progress on the project or initiative funded by the grant, then we reserve the right to cancel the grant and require you to repay all or part of the grant. The decision on whether sufficient progress has been made is entirely at our discretion.
9. If you are awarded a multi-year grant, any payments after the first year are subject to satisfactory reports on your organisation and the project or initiative being received as agreed when the award of the grant was confirmed, or as requested by us.

10. We expect you to have a safeguarding policy and procedures which are relevant and proportionate to your charity's activities. There must be a clear procedure for reporting concerns and disclosures and all those who work, volunteer and benefit from the charity must know about this procedure. The safeguarding policy must be provided to us when making your initial application.
11. You are required to tell us if your organisation receives duplicate funding for the elements of your project or initiative funded by us and we may require you to repay some or all of the grant.
12. We 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.
13. You will inform us of significant matters which directly affect the project or initiative we have funded, including but not limited to:
  - a. a change in your structure.
  - b. closure of the service(s) we funded.
  - c. safeguarding reports to the local safeguarding partnership or to the police.
  - d. fraud (whether or not it affects the funded project).
  - e. serious incidents reported to the Charity Commission.
14. You must send us a brief report on the funded project or initiative and/or your charity's activities 6 months after the grant was paid and at the conclusion of the project or initiative.
15. We will publish summary details of your grant award on our website, social media channels and our newsletter, and on other websites, databases and reports that are available to the general public unless we agree otherwise.
16. We, our Trustees and officers accept no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the activities of your organisation, nor from non-payment or withdrawal of the grant.
17. We reserve the right to withhold the grant if your charity 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.
18. In the unlikely event that we are unable to meet our grant award commitment to your organisation, we reserve the right to withdraw the offer of funding and to cancel future grant payments.

19. The giving of a grant by us under these grant 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.

20. The law of England and Wales governs these grant Conditions.

The Noel Sweeney Foundation, St Patrick's House, Chasetown, WS7 3QL

Registered charity number: 1194201