

1. Grant recipients are to ensure that grants deliver the purpose stated in their application. Each grant should be treated as a 'one-time payment' that has been made solely for the purpose requested in the application and confirmed in the subsequent award letter, or as agreed and sometimes modified by the Foundation. The Foundation reserves the right to impose such conditions as it sees fit following the assessment of an application.
2. Any associated on-going costs fall to the organisation making the application. If a project or activity is abandoned, the grant is to be repaid. Grants are not to be expended on alternative projects or transferred to other organisations. If a project is significantly altered or delayed the Foundation is to be notified immediately.
3. If, subsequent to the approval of a grant, additional funding for the same project or activity is secured from other sources, the Foundation should be notified.
4. The Foundation's grants are either one-off awards or an award spread over a period of time. Both types of grant are often paid in instalments at set intervals. Where the grant is a contribution towards part or all of the cost of new staff, the Foundation requires: a job description; the name of the employee; and the starting date of employment before payment begins.
5. Grant recipients are responsible for insurance, maintenance, repair and replacement of any buildings, equipment or items purchased with a grant. Recipients are responsible for all legal and insurance liabilities. For example, this includes: planning permission, environmental obligations, health and safety, employment regulations, staff pay and pensions, public liability insurance, safeguarding of young or vulnerable people and the provision of suitable and qualified leaders or instructors.
6. If it is necessary to dispose of assets funded by a Foundation grant within five years of it being awarded, the Foundation should be notified. If the sale or transfer of an asset funded by a Foundation grant generates income, the recipient should be prepared to repay a proportion of the original grant.
7. Grant recipients are solely responsible for contract negotiations with service providers and any public, commercial or private bodies relating to a project or activity funded by the Foundation.
8. The Foundation expects that grant recipients will keep proper and up-to-date records showing how the grant is being used. The Foundation may request relevant financial records and progress reports for inspection at short notice.
9. Grants not taken up within two years of the date on which they are offered will normally be cancelled after review. The Foundation reserves the right to reclaim any grants or parts of a grant that have not been used for the purposes for which given. Recipients will be expected to repay grants if it is believed that they have acted fraudulently or negligently or are dissolved, wound up, disbanded, go into insolvent liquidation or otherwise cease to operate.
10. At the end of every grant, a progress report must be submitted using a reporting template specified by the Foundation. Grants with multiple payments are subject to review in the form of a progress report from the recipient to trigger a subsequent instalment. Where reports are overdue by two months or more without agreement, the Foundation reserves the right to cancel or reclaim the grant on review. All grant payments are subject to the Foundation's continued assured income.

**Terms & Conditions as at 19/01/2016**



**11.** A progress report must be accompanied at least once a year by up-to-date signed, audited or independently examined accounts or such accounts as are required by the Charities Act or Charities (Accounts and Reports) Regulations. Beneficiary organisations should acknowledge the support of The Wates Foundation in their Accounts and Annual Report. It is expected that a Foundation grant will be listed in Accounts under the heading **Unrestricted** or **Restricted** as appropriate.

**12.** The information that the applicant organisation provides in relation to the application and in supporting documents and for the life of any grant awarded will be used to administer the award and for the Foundation's own research and learning purposes. We may give copies of this information to other organisations and agencies when assessing the application and monitoring the progress of work covered by an award and evaluating the work as part of our funding programmes. These organisations may include accountants, external evaluators and statutory agencies such as the Charity Commission. We may also share information with other public, corporate or independent funders providing funding towards the work or who have a legitimate interest in applications and grants, and for the prevention or detection of fraud. We might use the information provided for our own research, but recognise the need to maintain confidentiality of vulnerable groups whose details will not be made public in any way, except as required by law.

**13.** All contact with The Wates Foundation Trustees and Committee Members is to be through the Wates Family Charities Secretariat. The primary contact is:

James Webb, Grants Officer  
Wates Family Charities  
Wates House  
Station Approach  
Leatherhead  
Surrey, KT22 7SW

Tel: 01372 861251  
Email: [james.webb@wates.co.uk](mailto:james.webb@wates.co.uk)

**I have read and agree to the Terms & Conditions of the award on behalf of my organisation.**

Signed: ..... Dated .....

Please use BLOCK LETTERS:

Name: .....

Position: .....

On behalf of .....  
[Insert the full name of your organisation]

Please retain a copy of this agreement for your records and return the original to the Secretariat at the above address. Alternatively, the signed agreement may be scanned and emailed to the Secretariat.