

Sample Charity,
Warwick House,
Roydon Road,
Harlow
CM19 5PX

Dear Sample Charity,

Better Access to Wheelchairs and Mobility Aids

We are delighted to confirm that Motability Foundation will provide you with Grant funding in line with your application to the Better Access to Wheelchairs and Mobility Aids Funding Round.

This letter records the terms of our Grant; it is subject to the specific terms and conditions set out in Annex 1 and the general terms and conditions set out in Annex 2. Together, these documents comprise the Grant Agreement between us.

Capitalised terms used in this document are to be interpreted as defined in Annex 2. Should there be any inconsistencies between Annex 1 and Annex 2, then the terms and conditions laid out in Annex 1 take precedent.

We wish you every success with your project.

Yours sincerely,

Signed on behalf of **Motability
Foundation:**

Name:

Date:

Accepted and agreed on behalf
of Sample Charity:

Name:

Role:

Date:

Specific Terms and Conditions of Grant:
Sample Charity - Better Access to Wheelchairs and Mobility Aids

1. The term of this grant is set at **3** years from commencement of grant funded activity.
2. The '**Outcomes and Objectives**' of the grant shall be defined as:
 - a. Outcomes and Objective 1
 - b. Outcomes and Objective 2
 - c. Outcomes and Objective 3
3. Payment dates for this grant are conditional on:
 - a. Confirmation of costs and delivery timelines for any vehicle funded by this award.
 - b. Appointment of staff to any new roles funded by this award.
 - c. Satisfactory performance against the Indicators (as set out in Annex 1) for the previous year
4. Grant payments will take place in line with the below table. Payment dates are indicative and may be varied as agreed by us and in line with the conditions placed upon this grant.

Approximate Payment dates	Year 1	Year 2	Year 3	Relating to:	Conditional Upon:
1st September 2025	£100,000			Equipment, Staff Costs and Overheads	Appointment of Staff
1st September 2026		£100,000		Equipment, Staff Costs and Overheads	Satisfactory delivery against indicators for the previous year
1st September 2027			£100,000	Equipment, Staff Costs and Overheads	Satisfactory delivery against indicators for the previous year
TOTAL	£100,000	£100,000	£100,000	£300,000	



5. Monitoring reports will be provided by you to us at six monthly intervals, to commence six months after the start of grant funded activity. Every six months, you will be expected to report on the information set out in (a)(i) to (iii) below. On an annual basis, your report will include more detail and will also include the information set out in (a)(iv) to (v) below.
 - a. In addition to any obligation set out in clause 9.1.3 of the general terms and conditions in Annex 2, monitoring reports will include:
 - i. An update on progress and how the Outcomes and Objectives of the grant are being fulfilled.
 - ii. An update on performance against the Indicators outlined in Appendix 1.
 - iii. Any additional management information outlined in Appendix 1.
 - iv. Two case studies relating to beneficiaries of the service supported by our grant funding.
 - v. Your plans in respect of the Outcomes and Objectives for the following financial year.
6. The grant will be restricted to expenditure for the Outcomes and Objectives as laid out in the application provided by you. Any significant difference in expenditure from the budget, Outcomes and Objectives or Indicators provided as part of the application must be approved by us.
 - a. To request a change in planned expenditure, Outcomes and Objectives or Indicators please contact your Grant Manager and submit a Change Request Form (Appendix 3).
7. As set out in clause 9.1.2 of the general terms and conditions in Annex 2, you will recognise the grant as restricted funds in your annual report and accounts.
8. We will highlight the support we provide to you in our Annual Report and Accounts.
9. In addition to any obligation set out in clause 13 of the general terms and conditions in Annex 2, you will highlight our grant support in:
 - a. Your Annual Report and Accounts
 - b. Any publications related to the service supported by our grant funding.
10. You may not sell or dispose of any equipment or other assets funded or part funded by us without first receiving our written permission. If any equipment or assets are sold within their working life without such undertaking, we can ask for a percentage of the original grant to be repaid by you.

APPENDIX 1

Grant Key Performance Indicators, Outcomes and Objectives, and Management Information

Release of funding for each year is subject to satisfactory performance against the below **Indicators** and the logframe submitted with your application for the previous year.

Delivery of the purpose of the grant will be monitored using logframe which includes the mutually agreed Indicators and Outcomes and Objectives, to be reported on a six-monthly basis against a set template we will provide. Delivery of these Indicators and Outcomes and Objectives prior to the conclusion of the grant term will not necessarily constitute completion of the purpose of the grant.

1. Indicator 1
2. Indicator 2
3. Indicator 3
4. Indicator 4

In addition, you will maintain and provide the following management information:

1. The impact of the transport solutions supported our grant funding on the lives of disabled people, in line with our desired outcomes.

We may agree to waive requirements to meet and report on all or any of the Indicators and Outcomes and Objectives, at our sole discretion.



APPENDIX 2: DATA SHARING TERMS

Publication of Case Studies provided by Grant Recipient to Motability Foundation

Definitions

“Objectives” means the publication, either partially or in their entirety and in both print and online media, of case studies provided by you to us for the purposes of:

- Promotion of us and our charitable activities;
- Highlighting the support provided to you; and
- Demonstrating the impact of our charitable activities.

“Regulatory Communication” means a communication from the UK Information Commissioner (or any other competent data protection regulator) relating to any actual or alleged non-compliance with Data Protection Legislation by a party with respect to the Shared Personal Data.

“Security Incident” means a personal data breach, whereby Shared Personal Data is lost, stolen or otherwise compromised, with or without fault on the part of the party who had possession of it.

“Shared Personal Data” means the personal data to be provided by you to us under the Grant Agreement for the Objectives (as defined above). Shared Personal Data shall be confined to that contained within case studies provided by you, which is envisaged to be limited to the following categories of personal data in respect of the beneficiaries of our grant:

- name;
- age;
- image (as captured in a photograph);
- information concerning health / disability.

1. Roles of the Parties

Both parties record their intention that each of them will process Shared Personal Data independently as a data “controller” (as defined in Data Protection Legislation) and not, unless the parties expressly agree otherwise in writing, with one of them acting as a data “processor” (as defined in Data Protection Legislation) for the other.

2. Our Obligations

2.1 With regard to the Shared Personal Data disclosed to us by you under the terms of the Grant Agreement, we agree as follows:

- (a) we shall process the Shared Personal Data only for the Objectives;



- (b) we shall ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, Shared Personal Data; and
- (c) we shall otherwise comply with the Data Protection Legislation.

3. Your Obligations

3.1 With regard to the Shared Personal Data disclosed by you, you confirm that the Shared Personal Data will be transferred in accordance with the Data Protection Legislation applicable to it, including:

- (a) by ensuring that all fair processing notices (commonly known as “privacy notices” or “privacy policies”) have been provided to (and, given the proposed processing of health information, explicit consent obtained from) the Data Subjects of that Shared Personal Data to allow us to use the Shared Personal Data for the Objectives);
- (b) You are not subject to any prohibition or restriction which would prevent or restrict it from transferring the Shared Personal Data to us in the manner contemplated in the Grant Agreement and for the Objectives; and
- (c) the Shared Personal Data shall be accurate and up to date at the date it is shared under the terms of the Grant Agreement.

4. Mutual Assistance

4.1 Without prejudice to paragraphs 2 and 3 above, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, in relation to the Shared Personal Data, each party shall:

- (a) take such steps as are reasonably requested by the other party to enable that party to comply with its obligations under the Data Protection Legislation;
- (b) promptly inform the other party about the receipt of any data subject access request or another request received from a data subject seeking to exercise their rights under the Data Protection Legislation;
- (c) promptly notify the other party if it receives a Regulatory Communication or becomes aware of a Security Incident, in each case which is likely to result in enforcement action, legal proceedings or otherwise adversely affect the reputation of the other party, and, where relevant, provide reasonable assistance so that the party in receipt of such Regulatory Communication or having detected such Security Incident may deal with and respond to the Regulatory Communication or Security Incident; and



- (d) provide the other party with contact details of at least one employee or volunteer as the point of contact and responsible manager for data protection compliance issues.

5. Other

The parties acknowledge and agree that in the event of any conflict or inconsistency between this Appendix and the *General Terms and Conditions of Grant*, in respect of the processing of personal data the terms of this Appendix shall prevail.



APPENDIX 3: CHANGE REQUEST FORM

Please contact your Grant Manager in the first instance if you are considering submitting a change request. They will be able to provide you with guidance around completing this form.

Organisation Name:		Date of Request:	
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What was originally approved in your project, and what are you proposing to change it to?

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Why is this change request needed?

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How does this change affect the approved budget?

How does this change affect the Indicators or Outcomes and Objectives?

Does this affect the timeline you laid out in your application?

General Terms and Conditions

Interpretation

In these General Terms and Conditions of Grant the following words shall, unless the context requires otherwise, have the meanings set out next to them:

Application

the application submitted by you to us in respect of the Grant including its supporting documents;

Centre for Effective Dispute Resolution Limited

the Centre for Effective Dispute Resolution Limited, registered charity no. 1060369;

Data Protection Legislation

the Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 which merge the previous requirements of the Act with the requirements of the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR") and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, applicable in the UK;

Employee

a person employed (or whose services are retained under a contract for services) in connection with the Outcomes and Objectives;

Grant

the amount we have agreed to pay to you as set out in the Grant Letter;

Grant Agreement comprises:

- the Application;
 - these General Terms and Conditions of Grant, and
 - any further conditions set out in the Grant Letter;
- including any variations to those documents agreed between us in accordance with clause 17;

Grant Letter

the letter that accompanied these General Terms and Conditions of Grant setting out details of the Grant;

Insolvency Event

means where a person ceases or threatens to carry on business, is unable to pay its debts within the meaning of the Insolvency Act 1986 s123 (without the need for a determination by a court), has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (other than for the sole purpose of a scheme for a solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

Intellectual Property Rights

all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions;

Know-How

information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

Party

a party to the Grant Agreement (i.e. you or us);

Outcomes and Objectives

the purpose for which the Grant is awarded as described in your Application;

We or us

Motability, operating as Motability Foundation, registered charity number 299745;

You

the organisation that has been awarded the Grant (and its employees and agents).

1. Term of the Grant Agreement

- 1.1 Subject to clause 11, the term of the Grant Agreement shall be as set out in the Grant Letter.
- 1.2 Any obligations under the Grant Agreement that remain unfulfilled following its expiry or termination shall continue in full force and effect until they have been fulfilled.

2. The Grant Agreement

- 2.1 The Grant Agreement supersedes any previous agreement between you and us in relation to the Grant.
- 2.2 You will be deemed to have entered into the Grant Agreement if, in connection with the Grant:
 - 2.2.1 you sign and return to us a copy of the Grant Letter; or
 - 2.2.2 you make a request to us for funds from the Grant; or
 - 2.2.3 you present a cheque from us to your bank for payment; or
 - 2.2.4 you receive a bank transfer of funds from the Grant.

3. Payment of the Grant

Subject to the availability of the necessary funds, we will pay you the Grant in accordance with any schedule of payment set out in the Grant Letter.

4. Use of the Grant

- 4.1. You agree that you will:
 - 4.1.1 use the Grant only for the Outcomes and Objectives;
 - 4.1.2 hold funds representing any unspent part of the Grant in a way that recognises that the funds are charitable funds that are available to be used only for the Outcomes and Objectives;
 - 4.1.3 unless agreed otherwise with us, use the Grant promptly and within any period of time specified in the Grant Letter;
 - 4.1.4 use your best endeavours to secure the efficient and effective delivery of the Outcomes and Objectives;
 - 4.1.5 inform us promptly in writing:
 - a. if you obtain any material additional funding for the Outcomes and Objectives;
 - b. if there are any material changes to your structure and/or governing documents that would or would be reasonably likely to affect your delivery of the Outcomes and Objectives including any changes to your charitable objectives;

- c. of any significant legal claims (including any notice of intention to take legal action) made against you, your officers or employees that would or would be reasonably likely to affect the delivery of the Outcomes and Objectives;
 - d. if you, your staff, suppliers or partners do or say anything which might damage our reputation or bring our name into disrepute;
 - e. if you become aware of any suspected or actual fraud, financial impropriety, terrorist financing, bribery, corruption or sanctions connected to your organisation;
 - f. of any changes to your senior management or key employees delivering the Objectives and Outcomes;
 - h. of any actual or suspected safeguarding incidents relating to you, your board, your employees, your volunteers, your consultants and/or your beneficiaries; or
 - i. of any filings you make to regulators relating to breaches or serious incidents, including but not limited to the Charity Commission of England & Wales, the Scottish Charity Regulator, Information Commissioner's Office and/or HMRC.
- 4.1.6 under no circumstances use any part of the Grant to confer any non-charitable benefit on any person, company or business;
 - 4.1.7 maintain adequate insurance at all times, with our interest noted where relevant and, on request, supply copies of confirmation of insurance cover to us (this includes employee and public liability insurance and insurance that covers the full replacement value of any assets we have funded);
 - 4.1.8 comply with all laws and legal requirements applicable to you and the Outcomes and Objectives including but not limited to anti-corruption, anti-bribery and equality laws and regulations; and
 - 4.1.9 have appropriate procedures and systems in place for the prevention of fraud and any other financial malpractice or malfunction.

5. Liability

- 5.1 You acknowledge that:
- 5.1.1 we are not; and
- 5.1.2 you are,
liable for any claim or liability that may arise or be brought relating to the activities funded by the Grant including, if applicable, the costs and liabilities associated with the employment of any Employee.
- 5.2 You shall indemnify and hold us, our employees, agents and officers harmless with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Grant, your breach or non-fulfilment of obligations under the Grant Agreement or your relevant obligations to third parties.

6. Intellectual Property Rights

- 6.1 All rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either you or us before the date of the Grant Agreement or developed by either party during its term, shall remain the property of that party.
- 6.2 Where we have provided you with any of our Intellectual Property Rights for use in connection with the Outcomes and Objectives (including, but not limited to, our name and logo), you shall, on termination of the Grant Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by us.

7. Confidentiality

- 7.1 Each party shall during the term of the Grant Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Grant Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of the Grant Agreement or save as expressly authorised in writing by the other party.
- 7.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:

- 7.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of the Grant Agreement by the receiving party;
- 7.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;
- 7.2.3 is at any time after the date of the Grant Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party; or
- 7.2.4 is required by law or by a statutory or regulatory body to be disclosed. To the extent legally permissible, the receiving party shall use all reasonable endeavours to (a) limit the confidential information provided and (b) notify the disclosing party and take into consideration the disclosing party's comments prior to disclosing the information.

8. Safeguarding

- 8.1 In this clause:
- 8.1.1 children are those under the age of 18; and
- 8.1.2 adults at risk are those who are or may be at risk by reason of mental disability, sensory impairment, age or illness, and who are or may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation.
- 8.2 In respect of children and adults at risk, you confirm that:
- 8.2.1 you have all necessary safeguarding policies and procedures in place and that they are robust and fit for purpose;
- 8.2.2 you will act in accordance with such policies at all times;
- 8.2.3 you are committed to safe recruitment, selection and vetting and carry out appropriate checks on all members of staff, volunteers and others involved with your organisation who have contact with children or adults at risk, including (where applicable) DBS checks, checking references, requiring proof of identity and relevant qualifications and carrying out a face-to-face interview; and
- 8.2.4 under no circumstances will any individual who is considered to pose a risk to children or adults at risk be deployed to work with these groups.

9. Records and reporting

- 9.1 You will:
- 9.1.1 keep (and retain for at least six years after the last payment of the Grant) proper and up-to-date accounts including receipts and invoices to show how the Grant has been spent and you will permit us to inspect these records at our reasonable request and to take copies on reasonable notice during normal office hours;
- 9.1.2 acknowledge the Grant in your annual accounts and show the relevant funds as charitable restricted funds for the Outcomes and Objectives;
- 9.1.3 provide us with a written report on progress on the delivery of the Outcomes and Objectives within one month of the end of each year of the grant term, to include:
- (a) progress against any qualitative and quantitative targets set out in the Grant Agreement;
 - (b) use of the Grant; and
 - (c) your plans in respect of the Outcomes and Objectives for the following financial year;
- 9.1.4 as soon as reasonably practicable, supply us with any further information and/or documents in relation to the Outcomes and Objectives and/or your use of the Grant that we may reasonably require.
- 9.2 Where necessary, we may share information provided by you with third parties, such as the Charity Commission for England and Wales.
- 9.3 On reasonable request and during normal office hours we may visit your offices and / or any site at which works are undertaken by you or on your behalf in connection with the Outcomes and Objectives. You will provide (at no cost to us) such support, assistance and information in connection with the Outcomes and Objectives as we may reasonably require on such site visits.

10. Return of Grant

- 10.1 You agree that, unless we give our written consent to the contrary, you will return any unspent portion of the Grant:
- 10.1.1 on completion of the Outcomes and Objectives; and
- 10.1.2 if the Outcomes and Objectives (or any part of it) proves impossible to achieve or if for some other reason it is not continued.

11. Breach, suspension and repayment

- 11.1 Where we reasonably believe your ability to deliver the Outcomes and Objectives is compromised or that an incident or circumstance has arisen in respect of you or the Outcomes and Objectives that may harm our reputation (including, but not limited to, in connection with the circumstances set out in clause 11.3) or if you fail to provide any information pursuant to clause 9.1.4, we may suspend any outstanding payments of the Grant pending an investigation of the matter and you will provide us with such assistance in respect of such investigation as we may reasonably require.
- 11.2 Following an investigation pursuant to clause 11.1, at our reasonable discretion:
- 11.2.1 the suspension may be lifted, if the outcome of the investigation is satisfactory; or
- 11.2.2 we may terminate the Grant Agreement in accordance with clause 11.3 if the outcome of the investigation is unsatisfactory.
- 11.3 Whether following a suspension and investigation pursuant to clause 11.1 or otherwise, we may terminate the Grant Agreement, demand repayment of all or part of the Grant and/or cancel any unpaid part of the Grant at our reasonable discretion in any of the following circumstances:
- 11.3.1 you are in material breach of any of the terms of the Grant Agreement;
- 11.3.2 any information you have provided to us in connection with the Grant, including but not limited to in the Application, is materially inaccurate or misleading;
- 11.3.3 any event occurs or circumstance exists or arises in relation to the Outcomes and Objectives or your organisation that is in our reasonable opinion likely to have a significant adverse effect on your ability to deliver the Outcomes and Objectives;
- 11.3.4 delivery of the Outcomes and Objectives is delayed to a significant degree beyond the agreed timetable, or it appears to us (acting reasonably) that delivery will not be achieved;
- 11.3.5 you or persons connected with you and who might reasonably be considered to be under your control act at any time in connection with the Outcomes and Objectives dishonestly, negligently or in any other way that, directly or indirectly, is or has the potential to be to the detriment of our reputation;

- 11.3.6 you receive duplicate funding from any other source for the same or any significant part of the Outcomes and Objectives; or
- 11.3.7 you suffer an Insolvency Event.
- 11.4 If we or you become aware and notify the other party that a circumstance set out in clause 11.3 has arisen and we notify you in writing that in our reasonable opinion the relevant matter is capable of remedy, you will have a period of 30 (thirty) days from the date of such notice to remedy the breach. We may terminate the Grant immediately after the 30 (thirty) day period if the breach has not been remedied to our reasonable satisfaction.
- 11.5 We may demand payment of interest on any sum that is repayable to us pursuant to the Grant Agreement at such reasonable rate (not exceeding two per cent per annum above the Bank of England's base rate) and for such period up to the date of actual repayment as we may in our absolute discretion determine.

12. Data protection

- 12.1 We and you shall (and shall ensure that all of our respective personnel and sub-contractors shall) comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Grant Agreement.
- 12.2 We and you acknowledge that typically there is limited sharing of personal data under the Grant Agreement but where we agree to share any personal data with you, or you agree to share any personal data with us, the recipient party shall:
- process any such personal data in accordance with Data Protection Legislation;
 - use the personal data solely for the purpose for which it has been supplied by the other party and for no other purpose whatsoever;
 - keep the personal data confidential and secure at all times; and
 - on termination or expiry of the Grant Agreement the receiving party shall destroy or transfer the personal data to the other party (or such other third party as they may lawfully direct), as directed by that party.

- 12.3 To the extent that the receiving party requires (or later becomes aware that they require) more than limited access to any personal data controlled by the other party as part of their performance of their obligations under the Grant Agreement, that party shall notify the other and the parties shall agree any appropriate data sharing and processing terms required under the Data Protection Legislation.

13. Public acknowledgement

13.1 Announcements and publicity

The Motability Foundation requests that your grant is acknowledged in an appropriate and timely way, in line with the guidance set out on our website. As part of this request, we request you provide:

- 2 case studies (every 12 months) with necessary permissions.
- Highlight funding through annual report and any published impact report.
- Pages of beneficiary website that specifically relate to funding.

We appreciate that how this is done may vary depending on the nature of the organisation and the project, so please contact the Motability Foundation Communications team to discuss further – communications@motabilityfoundation.org.uk.

You must follow our branding guidelines at all times. Any press release, public statement or other form of communication (including your Annual report and Accounts) or social media announcing or describing or otherwise relating to the Grant or the Outcomes and Objectives shall be agreed in advance between you and the Motability Foundation Communications team. Guidance around public acknowledgment and brand guidelines can be found on www.motabilityfoundation.org.uk

13.2 Reporting and evaluation

Working with the Motability Foundation Communications team, you will provide information and materials for us to evaluate your grant acknowledgment communications, brand awareness and media coverage.

Where possible, you will provide insight and evidence on how your grant acknowledgment is helping to raise awareness of the Motability Foundation.

14. VAT

Payments made under this Grant Agreement are intended to be outside the scope of VAT but if any VAT is payable in respect of these arrangements all payments by us to you shall be deemed to be inclusive of such VAT.

15. No partnership or agency

Nothing in the Grant Agreement shall be deemed to constitute a partnership, joint venture or agency relationship between you and us.

16. No assignment

You may not, and shall not purport to, assign or transfer the Grant or the Grant Agreement (or any part of it) without our prior written consent.

17. Variation or modification of the Grant Agreement

The Grant Agreement may only be varied if the variation is in writing signed by you and by us.

18. Rights of third parties

Nothing in the Grant Agreement shall confer any rights upon any person or entity other than us and you or is intended to confer on any person or entity any right to enforce any term of our agreement which that person or entity would not have had but for the Contracts (Rights of Third Parties) Act 1999.

19. Governing law and dispute resolution

19.1 Whether or not the Grant Agreement has been terminated, no party will take legal proceedings for the enforcement of its terms or of any rights arising under it without first having taken positive steps to resolve the matter with the other party.

19.2 If the parties are unable to reach agreement pursuant to clause 19.1 in relation to any matter under dispute within 30 days, or such other period of as may be mutually agreed between the parties, the parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's Model Mediation Procedure or an equivalent procedure.

19.3 The validity, construction and performance of and any dispute or claim arising out of or in connection with the Grant Agreement (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and, subject only to clauses 19.1 and 19.2, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

GrantsToOrganisations @motabilityfoundation.org.uk

More information on our grants
can be found [here](#)

Motability Foundation, Warwick House, Roydon Road,
Harlow, Essex, CM19 5PX

motabilityfoundation.org.uk

Motability is a Registered Charity in England and Wales
(no: 299745) and in Scotland (no: SC050642), incorporated by
Royal Charter. Motability operating as Motability Foundation.

GTO3-0923



**Motability
Foundation**