

# 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;

### **CEDR**

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 Purpose;

### **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);

### **Purpose**

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 Purpose;
  - 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 Purpose;
  - 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 Purpose;
  - 4.1.5 inform us promptly in writing:
    - a. if you obtain any material additional funding for the Purpose;
    - 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 Purpose;

- 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 Purpose;

- 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 Purpose 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 Purpose (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; or

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.

## **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 Purpose;

9.1.3 provide us with a written report on progress on the delivery of the Purpose 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 Purpose 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 Purpose 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 Purpose. You will provide (at no cost to us) such support, assistance and information in connection with the Purpose 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 Purpose; and
- 10.1.2 if the Purpose (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 Purpose is compromised or that an incident or circumstance has arisen in respect of you or the Purpose 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 Purpose or your organisation that is in our reasonable opinion likely to have a significant adverse effect on your ability to deliver the Purpose;
- 11.3.4 delivery of the Purpose 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 Purpose 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 Purpose; 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 Agreement 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:
- a. process any such personal data in accordance with Data Protection Legislation;
- b. use the personal data solely for the purpose for which it has been supplied by the other party and for no other purpose whatsoever;

- c. keep the personal data confidential and secure at all times; and
- d. 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. For example, we request you provide:

- a. 2 case studies (every 12 months) with necessary permissions.
- b. Highlight funding through annual report and any published impact report.
- c. 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](mailto: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 Purpose 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](http://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](#)

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[motabilityfoundation.org.uk](https://www.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.

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