

THE BURDETT TRUST FOR NURSING

GRANT TERMS AND CONDITIONS

1 Purpose for which the Grant is made

The Trust is willing to give the Grant only for the Authorised Purposes and in accordance with these terms and conditions (and such special conditions as may be set out in the Grant Offer).

2 Extent of Grant

You acknowledge and accept that there will be no additional funding available, over and above the Grant, from the Trust for the Authorised Purposes and hence any liabilities incurred by you in carrying out the Authorised Purposes, including any redundancy liabilities for staff employed by you to carry out the Authorised Purposes, must be managed and paid for by you using the Grant or your other resources.

3 Payment of the Grant

- 3.1 Subject to paragraph 11, we shall pay the Grant to you in the Instalments, subject always to the necessary funds being available when we would be due to make a payment.
- 3.2 You agree and accept that payments of the Grant can only be made to the extent that the Trust has available funds.
- 3.3 No Grant or any part thereof shall be paid unless and until we are satisfied that such payment will be applied properly for the Approved Purposes.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by you in carrying out the Authorised Purposes.
- 3.5 You shall promptly repay to us any money incorrectly paid to you either as a result of an administrative error or otherwise, including (without limitation) where an incorrect sum of money has been paid or where Grant monies have been paid in error before you have complied with all conditions attaching to the Grant. You acknowledge and declare that, until such money is repaid to us, you shall hold such money on trust for the Trust absolutely.

4 Application of the Grant

- 4.1 You acknowledge that you receive the Grant on a restricted basis and will hold and apply the Grant in accordance with these terms and conditions.
- 4.2 You will apply the Grant only for the Authorised Purposes and will not without our prior written approval (which may be refused at our absolute discretion):
 - 4.2.1 apply the Grant for any other purpose; or
 - 4.2.2 make any material change to the Authorised Purposes.

- 4.3 Subject to paragraph 4.4, you will not spend any part of the Grant after the end of the Grant Period.
- 4.4 If any part of the Grant remains unspent at the end of the Grant Period, you will ensure that any unspent Grant monies are returned to us or, if authorised in writing by us, will be entitled to retain the unspent monies to use for the Authorised Purposes or for such charitable purposes (within our objects and, where appropriate, your objects) as may be approved by us and accepted by you.

5 Accounts and records

You will:

- 5.1 ensure that the Grant is shown in your accounts as a restricted fund and is not included under general funds;
- 5.2 keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by you;
- 5.3 keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate;
- 5.4 on reasonable notice, permit any person authorised by us to review your accounts and records that relate to the receipt and/or expenditure of the Grant and permit such person to take copies of such accounts and records;
- 5.5 provide us with a copy of your annual accounts within six months (or such lesser period as we may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid;
- 5.6 comply, and facilitate our compliance, with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to you and to us.

6 Monitoring and reporting

You agree that you will:

- 6.1 closely monitor the use of the Grant throughout the Grant Period to ensure that the Grant is being applied only for the Authorised Purposes in accordance with these terms and conditions;
- 6.2 provide us with a financial report and an operational report on the use of the Grant and delivery of the Authorised Purposes in such detail and formats as we may reasonably require;
- 6.3 on request provide us with such further information, reports, explanations and documents as we may reasonably require in order for us to be satisfied that the Grant has been used properly in accordance with these terms and conditions;
- 6.4 permit any person authorised by us, on reasonable notice, to visit you and/or access your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of these terms and conditions and will, if so required, provide appropriate oral or written explanations in respect of the same;

- 6.5 following completion of the Grant Period, provide us with a final report which will:
- 6.5.1 outline how the Grant was applied during the Grant Period;
 - 6.5.2 confirm the total amount of Grant received and the total amount expended;
 - 6.5.3 confirm the extent to which the Authorised Purposes have been achieved; and
 - 6.5.4 include such other information relating to the impact achieved through our support of the Authorised Purposes as we may reasonably require.

7 Acknowledgement and publicity

- 7.1 You will acknowledge the Grant in your annual report and accounts, including an acknowledgement of the Trust as the source of the Grant. You will otherwise acknowledge the Grant in such manner as we may reasonably require, which may, at our request, include the Trust's name and logo in such form as we may specify.
- 7.2 You will not issue any public statement, press release or other publicity relating to or referring to the Grant or the Trust without our prior written approval.
- 7.3 Subject to paragraph 7.4, we may at our absolute discretion publicise (on our website and elsewhere) the Grant and our support of the Authorised Purposes, whether or not referring also to your involvement, without giving you prior notice.
- 7.4 We will not publish the name of any individual who benefits from the Grant, or any part of it, without first obtaining the consent of that individual and all other relevant parties.
- 7.5 You agree to participate in and co-operate with promotional activities relating to the Authorised Purposes which may be instigated and/or organised by us.
- 7.6 You will comply with all reasonable requests us to facilitate visits, provide reports, statistics, photographs and case studies to assist us in our promotional activities relating to the Grant and/or our support for the Authorised Purposes.

8 Intellectual property rights

- 8.1 You agree with us that 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 either by us or by you before the Commencement Date or developed by either of us during the Grant Period, will remain the property of that party.
- 8.2 Where we have provided you with any of our Intellectual Property Rights for use in connection with the Authorised Purposes (including without limitation our name and logo), you will, once the arrangements governed by these terms and conditions have come to an end, cease to use such Intellectual Property Rights immediately and will either return or destroy such Intellectual Property Rights as requested by us.

9 Confidentiality

All Intellectual Property Rights or Know-How and other business, technical or commercial information disclosed by us to you or by you to us in connection with the Grant is to be treated as secret and confidential and must not be disclosed to any person save to the extent necessary to enable the performance of an obligation in accordance with these terms and conditions or save as expressly authorised in writing by the party to which the relevant Intellectual Property Rights, Know-How or other information belongs.

10 Data protection

Both parties will (and will procure that any of their staff involved in connection with the activities governed by these terms and conditions will) comply with any notification requirements under the Data Protection Act 1998 and both parties will duly observe all their obligations under that Act which arise in connection with these terms and conditions.

11 Withholding, suspension and repayment of Grant

11.1 Our intention is that the Grant will be paid to you in full. However, without prejudice to our other rights and remedies, we may at our discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- 11.1.1 you use the Grant for purposes other than the Authorised Purposes save where we have given you express written approval in advance;
- 11.1.2 the delivery of the Authorised Purposes does not start within six months of the Commencement Date and you have failed to provide us with a reasonable explanation for the delay;
- 11.1.3 we consider that you have not made satisfactory progress with the delivery of the Authorised Purposes;
- 11.1.4 you are, in our reasonable opinion, delivering the Authorise Purposes in a negligent manner;
- 11.1.5 you obtain funding from a third party which, in our reasonable opinion, undertakes activities which are likely to bring the reputation of the Trust into disrepute;
- 11.1.6 you provide us with any materially misleading or inaccurate information;
- 11.1.7 you commit or committed a Prohibited Act;
- 11.1.8 any member of your governing body, or any of your employees or volunteers has:
 - (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Authorised Purposes; or
 - (b) taken any actions which, in our reasonable opinion, bring or are likely to bring the Trust's name or reputation into disrepute;

- 11.1.9 you cease to operate for any reason, or you pass a resolution (or any court of competent jurisdiction makes an order) that you be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - 11.1.10 you become insolvent, or are declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due; or
 - 11.1.11 you fail to comply with any of these terms and conditions and fail to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 11.2 Should you be subject to financial or other difficulties which are capable of having a material impact on your effective delivery of the Authorised Purposes or compliance with these terms and conditions, you will notify us as soon as possible so that, if possible, and without creating any legal obligation, we will have an opportunity to provide assistance in resolving the problem or to take action to protect the Trust and the Grant monies.

12 Limitation of liability

- 12.1 We accept no liability for any consequences, whether direct or indirect, that may come about from your carrying out the Authorised Purposes, the use of the Grant or from withdrawal of the Grant. You will indemnify and hold harmless the Trust, our employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the your actions and/or omissions in relation to the Authorised Purposes, the non-fulfilment of your obligations under these terms and conditions or your obligations to third parties.
- 12.2 Subject to paragraph 12.1, our liability under these terms and conditions is limited to the payment of the Grant, as payable in accordance with these terms and conditions.

13 Joint and several liability

Where you are neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign the Grant Offer and/or these terms and conditions will be jointly and severally liable for each of the obligations and liabilities arising under these terms and conditions (to the extent that they are not obligations or liabilities of the Trust).

14 Your assurances

You represent, undertake and agree that:

- 14.1 you have all necessary resources and expertise to carry out the Authorised Purposes (assuming due receipt of the Grant);
- 14.2 you have not committed, nor will you commit, any Prohibited Act;
- 14.3 you will at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations relating to the Authorised Purposes, and will notify us immediately of any significant departure from such legislation, codes or recommendations;

- 14.4 you have and will keep in place adequate procedures for dealing with any conflicts of interest;
- 14.5 you have and will keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 14.6 all financial and other information that you have disclosed to us is, to the best of your knowledge and belief, true and accurate;
- 14.7 you are not subject to any contractual or other restriction imposed by your own or any other organisation's rules or regulations or otherwise which may prevent or materially impede you from meeting your obligations in connection with the Grant;
- 14.8 you are not aware of anything in your own affairs, which you have not disclosed to us or to any of our advisers, which might reasonably have influenced our decision to make the Grant on these terms and conditions; and
- 14.9 since the date of your last accounts there has been no material change in your financial position or prospects.

15 Insurance

- 15.1 You will effect and maintain with a reputable insurance company a policy or policies in respect of all risks which you may incur in connection with your performance of these terms and conditions, including death or personal injury, loss of or damage to property or any other loss.
- 15.2 You will, on request, supply us with a copy of such insurance policies and evidence that the relevant premiums have been paid.

16 VAT

You acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by you to us. You understand that we have no obligation to pay you any amounts in respect of VAT and that, for the avoidance of doubt, the Grant is inclusive of VAT.

17 Duration

- 17.1 Except where otherwise specified, in order to enable us to ensure that the Grant monies are applied for the purposes for which they are given, these terms and conditions will apply from the date of the Grant Offer until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by you, whichever is longer.
- 17.2 Any obligations under these terms and conditions that remain unfulfilled following the expiry or termination of the arrangements between us will survive such expiry or termination and continue in full force and effect until they have been fulfilled.

18 Termination of Grant

We may terminate these arrangements and any Grant payments on giving you three months' written notice should we consider that we are required to do so by financial restraints or for any other reason.

19 No transfer

The Grant is awarded to you and is personal to you. You may not, and will not purport to, transfer, assign or in any way attempt to make over to any third party your interests or any part thereof under these terms and conditions nor, save as contemplated and required as the means to perform the Authorised Purposes, may you transfer or pay to any other person the Grant or any part thereof.

20 Waiver

- 20.1 Any waiver of any right under these terms and conditions is only effective if it is in writing and signed by the waiving or consenting party and it applies only in the circumstances for which it is given and will not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 20.2 No failure to exercise or delay in exercising any right or remedy under these terms and conditions or provided by law constitutes a waiver of such right or remedy or will prevent any future exercise in whole or in part thereof.
- 20.3 No single or partial exercise of any right or remedy under these terms and conditions will preclude or restrict the further exercise of any such right or remedy.
- 20.4 Unless specifically provided otherwise, rights arising under these terms and conditions are cumulative and do not exclude rights provided by law.

21 Notices

- 21.1 Notices will be in writing and, unless otherwise agreed in writing, will be sent to the other party marked for the attention of the person named in the Grant Offer.
- 21.2 No form of Electronic Communication other those specified in these terms and conditions may be used for the purposes of transmitting any form of notice.
- 21.3 Any notice or other document correctly addressed sent by:
 - 21.3.1 first-class mail will be deemed to have been delivered three Business Days following the date of dispatch;
 - 21.3.2 Royal Mail special delivery guaranteed will be deemed to have been delivered by 5 pm on the next Business Day following the date of dispatch;
 - 21.3.3 fax will be deemed to have been delivered at 9 am on the next Business Day following transmission;
 - 21.3.4 email will be deemed to have been delivered when received (unless it is received on a non-Business Day or after 5 pm in which case it is deemed to have been received at 9 am on the next Business Day following receipt; or
 - 21.3.5 hand will be deemed to have been delivered at 9 am on the next Business Day following delivery.

22 No partnership or agency

These terms and conditions will not create any partnership or joint venture between the parties, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

23 Third party rights or benefits

For the avoidance of doubt, the Contracts (Rights of Third Parties) Act 1999 will not apply to the arrangements governed by these terms and conditions.

24 Governing law

These terms and conditions will be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

25 Definitions and interpretation

25.1 In these terms and conditions the following words and phrases have the following meanings unless the context otherwise requires:

Authorised Purposes	means the purposes for which the Grant may be applied, as set out in the Proposal, a copy of which is annexed to these terms and conditions, and summarised in the Grant Offer;
Bribery Act	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
Business Day	means a day other than a Saturday, Sunday or public holiday in England;
Commencement Date	means the date on which you sign the Grant Offer (or such other date as may be specified for this purpose in the Grant Offer);
Electronic Communication	has the same meaning as in the Electronic Communications Act 2000;
Grant	means the total sum specified in the Grant Offer (inclusive of VAT if payable) to be paid to you in accordance with these terms and conditions;
Grant Offer	means the written offer, sent by us to you, setting out the amount of the grant that we have agreed to pay to you in accordance with these terms and conditions;

Grant Period	means the period for which the Grant is awarded, starting on the Commencement Date and ending on the date specified in the Grant Offer;
Instalments	means the instalments in which the Grant is to be paid, as set out in the Grant Offer;
Intellectual Property Rights	means 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	means 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;
Prohibited Act	Means: <ul style="list-style-type: none"> (a) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to these terms and conditions or any other dealings with the Trust; or (b) defrauding or attempting to defraud or conspiring to defraud the Trust;
Proposal	means the proposal you sent to the Trust as part of your application for the Grant;
writing	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, including faxes and email but excluding any other form of Electronic Communication.

25.2 Unless otherwise stated, a reference to a paragraph is a reference to a paragraph of these terms and conditions.

25.3 Paragraph headings are for ease of reference only and do not affect the construction of these terms and conditions.