

England Athletics | RunTogether

General conditions of grant

The Grant Agreement is made between us and you. By returning to us the signed Acceptance Letter, you agree to the following:

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause 1 will apply to these General Conditions.

"Acceptance Letter" means the letter of acceptance signed by you confirming that you agree to the terms of the Grant Agreement;

"Application" means your application to us for a grant including any supplemental documents and information provided by you for the purposes of the Application;

"Award Letter" means the letter sent by us confirming that we have approved your Application and offer you the Grant subject to the terms of the Grant Agreement;

"General Conditions" means the general conditions of grant set out in this document;

"Grant" means the grant sum (or any part of it) to be paid under the Grant Agreement;

"Grant Agreement" means the grant agreement between you and us comprising your Acceptance Letter, the Application, our Award Letter, these General Conditions and the Special Conditions;

"Special Conditions" means the special conditions (if any) on which we approve your Application as notified to you in our Award Letter or elsewhere in writing;

"we", "our" and "us" refer to England Athletics Limited, a company limited by guarantee (company no. 05583713); and

"you" and "your" refer to organisation applying for the Grant.

- 1.2 In the event of any ambiguity or inconsistency between any provisions in the documents comprising the Grant Agreement, the prevailing document will be in the following order of priority:

1.2.1 the Special Conditions;

1.2.2 the General Conditions;

1.2.3 our Award Letter;

1.2.4 the Application;

1.2.5 your Acceptance Letter.

- 1.3 References to clauses are to the clauses in these General Conditions.

- 1.4 Words in the singular include the plural and in the plural include the singular.

- 1.5 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

- 1.6 A reference to **"writing"** or **"written"** includes faxes and email.

2. Purposes of the Grant

- 2.1 The Grant will only be used for the purpose or purposes set out in the Application or for incidental purposes (**"Stated Purposes"**) and in accordance with the Grant Agreement.

- 2.2 If you no longer need any part of the Grant for the Stated Purposes, you must notify us as soon as possible.

3. Payment

- 3.1 Once we send an Award Letter, our intention is to pay the Grant provided that you return the signed Acceptance Letter. However, you accept that we can only pay the Grant if we have sufficient funds. We are therefore under no obligation to pay the Grant even if you return the signed Acceptance Letter.

- 3.2 No Grant will be paid unless we are satisfied that it will further our organisational purpose and be used properly in accordance with the Grant Agreement.

- 3.3 The amount of the Grant will not be increased in the event that more money is required for the Stated Purposes or for any other purpose.

- 3.4 You will promptly repay to us any money which is incorrectly paid to you as a result of an administrative error or otherwise.

- 3.5 Except where expressly stated otherwise, in the Grant Agreement all sums stated are inclusive of VAT (to the extent that VAT is payable). If any VAT is payable under the Grant Agreement in respect of the Grant (or any part of it), you will be responsible for paying such VAT.

4. Monitoring

- 4.1 You will keep separate, accurate and up-to-date records of the receipt and expenditure of the Grant monies received.

- 4.2 You will permit and facilitate any monitoring visit by us and/or our agents and will at our reasonable request provide us and/or our agents with such information, explanations and documents as we may reasonably require in order for it to establish that the Grant (or any asset purchased by the Grant) has been used properly in accordance with the Grant Agreement.

- 4.3 You will at our reasonable request provide a written declaration signed by you that the Grant was used properly in accordance with the Grant Agreement.

5. Publicity

- 5.1 You will not publish any material referring to the Grant or us without our prior written consent.

- 5.2 You agree to participate and co-operate with our promotional activities at our reasonable request including facilitating visits and providing reports, statistics, photographs and case studies.

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6. Intellectual Property

- 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 of any kind ("IPR") owned by us or you before the Grant Agreement comes into force or developed by either party during the term of the Grant Agreement will remain ours or yours respectively.
- 6.2 Where we provide you with any of our IPR in connection with the Grant Agreement (including our name and logos), you will:
 - 6.2.1 comply with all branding guidelines issued by us from time to time; and
 - 6.2.2 on termination of the Grant Agreement cease to use such IPR immediately and will either return or destroy such IPR as we request.

7. Data Protection

- 7.1 We will comply with our obligations under the Data Protection Act 1998 as amended.
- 7.2 By accepting the Grant, you warrant and represent to us that you were authorised to provide any personal data in the Application and agree that we may process such personal data in accordance with the Grant Agreement.
- 7.3 We may use the personal data provided in the Application for grant administration and monitoring purposes.
- 7.4 We may retain and use such personal data for ongoing analysis of our activities.
- 7.5 We may also disclose any personal information to a third party where required to do so by law.

8. Suspension, Withholding and Repayment of the Grant

- 8.1 Without prejudice to our other rights and remedies, we may in our absolute discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 8.1.1 you use the Grant (or any asset purchased by the Grant) for purposes other than the Stated Purposes;
 - 8.1.2 you receive duplicate funding from a third party for the Stated Purposes;
 - 8.1.3 you provide us with any materially misleading or inaccurate information;
 - 8.1.4 take any actions which, in our reasonable opinion, bring or are likely to bring our name or reputation into disrepute;
 - 8.1.5 you become insolvent or are declared bankrupt; or
 - 8.1.6 you fail to comply with any provision of the Grant Agreement and fail to rectify any such failure within 14 days of receiving written notice detailing the failure.
- 8.2 Where any sum is payable by you to us under the Grant Agreement or otherwise, you will pay any such sum without any deduction (whether by way of set-off, counterclaim, discount, abatement or otherwise).

9. Indemnity and Limited Liability

- 9.1 You will indemnify us and our directors, officers and employees (**Protected Parties**) in relation to all claims, demands, actions, costs, expenses, damages, losses (whether direct or indirect) and all other liabilities incurred by any Protected Party arising from any breach by you of any provision of the Grant Agreement.

- 9.2 Subject to clause 8.3, our liability under the Grant Agreement for any claims, demands, actions, costs, expenses, damages, losses (whether direct or indirect) and all other liabilities incurred by you arising from our performance or non-performance of the Grant Agreement or our negligence is limited to the amount of the Grant and every other Protected Party will have no liability whatsoever.
- 9.3 Nothing in the Grant Agreement limits or excludes liability for:
 - 9.3.1 any damage or loss resulting from fraud;
 - 9.3.2 death or personal injury resulting from negligence; or
 - 9.3.3 any other liability which cannot lawfully be excluded or limited.

10. Termination

- 10.1 We may terminate the Grant Agreement immediately by giving written notice to you if at any time financial constraints prevent us from being able to make the Grant or we are entitled to suspend or withhold the Grant under clause 7.

11. Joint and Several Liability

12. Where you are constituted as an unincorporated association or trust, each signatory to the Acceptance Letter and each member of your management committee or governing body will jointly and severally liable for any liabilities you may incur under, or in connection with, the Grant Agreement.

13. General

- 13.1 You warrant to us that you have the power under your governing document to enter into the Grant Agreement and each signatory to the Acceptance Letter has your authority to sign and return it to us.
- 13.2 You will at all times during the term of the Grant Agreement comply with all legal and regulatory requirements imposed on you in connection with the Grant Agreement and act reasonably and in good faith.
- 13.3 We may assign the Grant Agreement or any part of it to any person, firm or company. You will not be entitled to assign the Grant Agreement or any part of it without our express prior written consent.
- 13.4 You warrant and represent to us that all the information and documents provided to us in the Application or for the purposes of the Grant Agreement are true and accurate. You are deemed to repeat this warranty and representation every time new information or documents are provided to us for the purposes of the Grant Agreement.
- 13.5 Failure or delay by us in enforcing or partially enforcing any provision of the Grant Agreement will not be construed as a waiver of any of our rights under the Grant Agreement.
- 13.6 Neither we nor you intend that any provision of the Grant Agreement (excluding clause 8) will be enforceable by any person that is not a party to it.
- 13.7 The Grant Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with English law. The parties submit to the jurisdiction of the English courts.