A logo for an older age

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**Age Well Central Fund**

**Working with Older People**

**GRANT AGREEMENT**

**This Grant Agreement dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Between Age UK Wandsworth and [INSERT PROJECT NAME]**

1. This Agreement is dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Between**:

Age UK Wandsworth, a Registered Charity / Company Limited by Guarantee registered in England and Wales number (1069406 / 03531311) with its registered office located at 549 Old York Road, Wandsworth, London, SW18 1TQ (the "Funder"),

**And**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “organisation”) together the "Parties".

**THE ORGANISATION’S OBLIGATIONS**

1. **Conditions of Grant and Obligations**
   1. Before Age UK Wandsworth shall make any payment of the Grant, the Organisation shall:

(a) satisfy points 1. to 5. and the Special Conditions (if any) set out in the Offer Letter to the satisfaction of Age UK Wandsworth;

(b) provide the relevant details of the Organisation's bank account into which Age UK Wandsworth shall deposit the Grant (this must be an account for which two (2) unrelated signatories are required to sign for withdrawals from the account, and, in respect of freelance artists or similar individuals, a business account; and

(c) provide Age UK Wandsworth with the name and contact details (address, telephone contact number and email address) of the Grant Officer.

2.2 The Organisation:

(a) warrants that it has the necessary authority, capacity and consents to enter into this Agreement and to deliver the Project, including in accordance with the Organisation's constitution and the State aid rules and regulations;

(b) confirms that it shall be able to proceed with the Project as set out in its Grant Application Form and in accordance with the terms of this Agreement within three (3) months of the date of the Offer Letter and agrees and acknowledges that Age UK Wandsworth has the right to permanently withdraw the offer of the Grant if the Organisation is unable to meet this condition;

(c) confirms it has sufficient funding available from all sources, cash and in-kind, to complete the Project as set out in its Grant Application Form and in accordance with the terms of this Agreement;

(d) shall deliver the Project with reasonable care, skill and diligence and in accordance with the terms of this Agreement;

(e) give warnings of any serious and material concerns regarding the Project or this Agreement to the Authorised Officer as soon as the Organisation becomes aware or should have become aware of such concerns;

(f) permit the Authorised Officer or such other person as may be nominated by the Authorised Officer to inspect the provision of the Project and to interview the Organisation’s personnel and Project users in connection with the delivery of the Project;

(g) shall keep clear financial and other records (including receipts) that can evidence all outgoing expenditure from the Grant and how it is spent;

(h) shall collect and monitor Project Data for the purpose of monitoring and evaluating the use of the Grant and make such Project Data available to Age UK Wandsworth on request, including access to such Project Data at the Organisation's site;

(i) shall submit completed Monitoring and End of Project Reports in the form requested by Age UK Wandsworth at the end of the Project and as and when required by Age UK Wandsworth from time to time throughout the Project;

(j) shall show the Grant separately and clearly in its annual accounts as restricted funding; and

(k) will ensure that beneficiaries of the Project are aware that contact information will be shared with Age UK Wandsworth, in accordance with the Data Protection Act 2018, for the purposes of Project audit and evaluation of the Age Well Central Fund only. Beneficiaries can include project participants, users, clients, audience members, volunteers, etc.

1. **Use Of The Grant**
   1. The Grant shall only be used by the Organisation for the delivery of the charitable Project in accordance with this Agreement, the Grant Application Form, the Age Well Central Fund General Guidance and the Offer Letter.
   2. No part of the Grant shall be used to:

(a) support any political party or to publish any material which, in whole or in part, appears to be designed to affect public support for a political party; or

(b) pay for ineligible spend items as set out in Appendix 2 of the Age Well Central Fund General Guidance.

1. **Legislation**

4.1 The Organisation shall comply with and deliver the Project in accordance with (and assist Age UK Wandsworth comply with) all laws (as amended or re-enacted from time to time) regulating the way the Organisation operates, its work practices, the work it carries out and the staff it employs (including volunteers) including but not limited to:

1. complying with its obligation under the Data Protection Act 2018; and

(b) assist and co-operate with Age UK Wandsworth (at the Organisation’s expense) to enable Age UK Wandsworth to comply with its obligations under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation made under such Act or Regulations from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

4.2 As the Project involves work with vulnerable adults, the Organisation shall (and shall ensure that all personnel working with, or alongside vulnerable adults shall) comply with and deliver the Project and ensuring they act in accordance with:

1. the provisions of the Safeguarding Vulnerable Groups Act 2006;

(b) Age UK Wandsworth's Inter-Agency Guidelines for Protecting Adults (as set out in Part A of Schedule 3).

1. **Insurance**

5.1 The Organisation shall affect and maintain appropriate insurance policies to cover all liabilities that may be incurred by the Organisation to Age UK Wandsworth, the employees of the Organisation (employers’ liability insurance), to any other person (public liability and professional indemnity insurance if relevant). Details of such insurance shall be made available to Age UK Wandsworth on demand.

1. **Inducement / Bribery**

6.1 The Organisation shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or having done or not done any action in relation to obtaining the Grant or any other contract with Age UK Wandsworth and ensure that no person employed by the Organisation commits any offence under the Prevention of Corruption Acts 1906 or 1916 or the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

1. **Relationship With Age UK Wandsworth**

7.1 The Organisation shall:

1. ensure that nothing is done or published which may bring Age UK Wandsworth into disrepute;
2. ensure that no member, officer or employee of the Organisation holds themselves as being the agent of Age UK Wandsworth or enters into any contract or other commitment on behalf of Age UK Wandsworth;
3. acknowledge support of the "Age Well Central Fund" and "Age UK Wandsworth" whenever appropriate including in any relevant publications or literature, press releases, publicity or promotional materials produced by the Organisation;
4. display Age UK Wandsworth’s name or logo as a sponsoring body if requested to do so by the Authorised Officer, but shall not use Age UK Wandsworth’s name or logo in any way except with the prior written consent of the Authorised Officer which shall be given subject to such conditions as the Authorised Officer may determine and comply with Age UK Wandsworth’s Use of and Age UK Wandsworth logos policies and guidance; and
5. on the expiry or earlier termination of this Agreement, remove Age UK Wandsworth’s name and logo from all signage, promotional and other literature.

**PAYMENT**

1. **Payment Arrangements**
   1. Subject to Clause 2.1 (Conditions) above, Age UK Wandsworth shall pay the Grant to the Organisation in the number of instalments as set out in the Offer Letter by way of deposit into the Organisation's bank account notified to Age UK Wandsworth in accordance with Clause 2.1 (Conditions) above.
   2. Age UK Wandsworth shall have the right to require all or part of the Grant to be withdrawn, reduced, varied and/or repaid within thirty (30) days of demand by Age UK Wandsworth if:
2. the Organisation is in material breach of any provision of this Agreement including but not limited to Clause 3.2;
3. this Agreement terminates pursuant to Clauses 9.2 or 9.3;
4. any part of the Grant remains unspent at the end of the Project or should the Organisation not have evidenced all outgoing expenditure relating to the Project to the satisfaction of Age UK Wandsworth;
5. a material misrepresentation is discovered to have been made by the Organisation in its Grant Application Form or during the application process; or
6. as a result of any changes in the Organisation or any other applicable circumstance, Age UK Wandsworth has reasonable grounds for believing that if the Grant or further Grant instalments are released, such monies would not be applied for the specific purpose for which the Grant was made.

**GENERAL**

1. **Term And Termination**
   1. Unless otherwise terminated in accordance with this Agreement, this Agreement shall terminate on the project end date as per the grant application form.
   2. Age UK Wandsworth shall have the right to terminate this Agreement immediately if the Organisation is in material breach of the terms of this Agreement or if a material misrepresentation is discovered to have been made by the Organisation in its Grant Application Form or during the application process.
   3. This Agreement shall terminate immediately if the Organisation ceases to exist for any reason.
   4. The rights of Age UK Wandsworth under this Clause 9 are in addition to and without prejudice to any other rights Age UK Wandsworth may have against the Organisation.
   5. Upon termination of this Agreement for whatever reason it is hereby agreed that Clause 8 (Payment Arrangements), Clause 5 (Insurance), Clauses 4.1(a) and 4.1(b) (Data Protection and Freedom of Information) and this Clause 9 (Term and Termination) of this Agreement shall continue in full force and effect and be enforceable by Age UK Wandsworth.

**10. Liability Of Age UK Wandsworth**

10.1 Age UK Wandsworth shall not be liable for any direct or indirect losses howsoever incurred by the Organisation (save for death or personal injury caused by Age UK Wandsworth's negligence) upon the termination of this Agreement, from the use of the Grant or from the withdrawal (in any manner) of the Grant by Age UK Wandsworth.

1. **Dispute Resolution**

11.1 In the event of any dispute or difference between the Parties, the Parties shall within ten (10) days of a written request from one Party to the other Party meet and use reasonable endeavours to resolve the dispute. If the dispute is not resolved at that meeting either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a mediator or neutral adviser. If mediation fails, then the Parties can agree to refer the matter to arbitration and the decision reached shall be final and binding.

1. **General**
   1. The terms of this Agreement may only be varied by the agreement of the Parties in writing.
   2. The Organisation shall not assign or transfer or sub-contract the benefit of this Agreement or transfer any part of the Project to any other body or project without the prior written consent of Age UK Wandsworth.
   3. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or the relationship of employer and employee between the Parties.
   4. This Agreement contains the entire agreement between the Parties with respect to the Project and may not be modified except in writing signed by duly authorised representatives of both Parties.
   5. The Parties do not intend any provision of this Agreement to be enforceable by a third party by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.
   6. Notices must be served in writing:
2. on Age UK Wandsworth by pre-paid Recorded Delivery post or delivered by hand to 549 Old York Road, London, SW18 1TQ; and

(b) on the Organisation at the latest address notified to Age UK Wandsworth or by fax or by email provided that a confirmation of receipt is provided and the authenticity of the sender as an authorised person can be evidenced in accordance with Age UK Wandsworth’s instructions from time to time.

12.7 This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

**Schedule 1**

**GRANT APPLICATION FORM – as provided by applicant**

**Schedule 2**

**Monitoring and Reporting Schedule**

The Organisation shall submit 3 quarterly monitoring forms and an End of Project Report to the Funder at the end of the Project as per the below schedule:

|  |  |
| --- | --- |
| Project start date |  |
| Quarter 1 monitoring form |  |
| Quarter 2 monitoring form |  |
| Quarter 3 monitoring form |  |
| End of Project Report |  |

Reporting back on your grant award

Project reports should be submitted within 30 days of the end of the project or 30th April 2025, whichever is soonest. Failure to provide a satisfactory report could make any new application made to the Fund ineligible.

Please base your report on your application, making clear any changes agreed during the course of the project.

[INSERT AUKW REFERENCE]

[INSERT PROJECT NAME]

[INSERT GRANT AMOUNT]

We confirm that we are duly authorised by the Organisation, and we acknowledge on behalf of the Organisation that we have read this Offer Letter and the terms and conditions and accept the offer of the Grant based on the attached Grant Agreement and included reporting deadlines.

This Agreement has been entered into on the date stated at the beginning of it.

Signatory 1

|  |  |
| --- | --- |
| **Name** |  |
| **Position (Director/Trustee/Authorised signatory)** |  |
| **Signed** |  |
| **Dated** |  |

Signatory 2

|  |  |
| --- | --- |
| **Name** |  |
| **Position (Director/Trustee/Authorised signatory)** |  |
| **Signed** |  |
| **Dated** |  |