

# **Grant/loan conditions**

The Trust recognises that its funds and the work of grant-holders are complementary. Each needs the other.

These conditions, together with the Grant Offer letter, define the basis on which the Trust offers support. The Trust seeks to maintain its relationship with those it supports in a friendly, flexible, responsive and efficient fashion. If we fail in this regard, please tell us.

In turn, JRCT expects grantees to fulfil the conditions set out in this leaflet.

Please read the conditions carefully, making sure that you understand them and are happy to comply with them in full throughout the grant period. Only then should you sign the attached Grant Acceptance form and return it to JRCT.

If you are uncertain about any matter in this leaflet, please contact your designated contact person for clarification.

#### **GENERAL**

# 1. Points of contact

Grants are managed by programme teams, within which one member of the team will be designated as your main point of contact.

We will send all routine correspondence to the contact person named in your application. Please let us know if this contact changes. You also must let us know if any of your contact details, including postal address, change during the period of the grant.

#### 2. Electronic communication

The Trust uses email for all correspondence. All reports and other documents should be submitted online via our grants management system, unless we specifically ask otherwise.

# 3. Your privacy

We will process your personal data in accordance with data protection regulations. For further details please refer to our <u>Privacy Notice</u>.

#### ABOUT THE GRANT AND HOW YOU USE IT

# 4. Charitable purposes

Funds provided by the Trust must be used only for the charitable purposes for which they have been approved by trustees, as stated in the offer letter.

Unrestricted or core costs grants may be used as you best see fit to further your charitable purposes (as set out in your governing document) within the bounds of charity law.

Where a grant is for a specific project or programme of activities, it should only be used for that purpose, and should be accounted for as a restricted fund within your accounts.

Trust funds must never be used for party-political activity - such as supporting or opposing the election of a candidate - and any private benefit should be incidental to the charitable purposes you are pursuing.

A Trust grant/loan must not be transferred for other purposes or transferred to any other person or organisation without prior written agreement from the Trust.

Where the Trust pays through a third party registered charity, then that third party should satisfy itself that the purposes for which Trust funds are to be used will be legally charitable, and within the third party's objects.

## 5. Grants not taken up

Grants not taken up within twelve months of the date of the offer letter will lapse, unless the matter has been raised with your designated contact person, and written agreement reached on a later start date.

#### 6. Virement

Where a grant is for a specific project or activities, you may wish to switch money from one heading to another within the previously agreed budget - known as 'virement'. If the sum involved is more than £1,000 or 5% of the agreed grant, whichever is the larger, please contact your designated contact person first to discuss your request. Otherwise, you need not consult the Trust before switching money within the overall budget, as long as it is still used for the purposes for which the grant was approved.

# 7. Achievement of specified purposes without full use of JRCT funds

If funds are received from another source to pay for work already funded by the Trust, or the purpose for which funds have been allocated by the Trust is achieved without the use of all those funds, please let us know immediately. Unless otherwise authorised by the Trust, we will require repayment of a corresponding amount of the Trust's grant and any outstanding payments due from the Trust for that part of the work will be withdrawn.

#### KEEPING IN TOUCH AND REPORTING REQUIREMENTS

# 8. Keeping us informed

We like to keep in contact with the organisations that we fund. Please let us know of any significant developments in the work that we are supporting (such as the appointment of a member of staff or completion of a report). We are happy for you to add us to relevant mailing lists for news and events.

If major organisational changes or difficulties arise in the course of a Trust grant, please inform your designated contact person as soon as possible. In particular you **must** tell us if the organisation is in financial difficulties, if you are planning a merger, if there is a risk of insolvency or closure, if any regulatory or other statutory body is taking action against your organisation, or any other comparable difficulty.

Specific reporting requirements may be agreed with your designated contact person in relation to any individual project.

# 9. Narrative reporting

If your grant is for longer than 18 months, we will ask you for a short narrative report for each year of the grant, apart from the final year which will be covered by the closing report (see below). There is no set format for your annual narrative

report, but it should not be longer than two sides of A4 and you may like to include:

- any particular successes or new opportunities that have arisen
- any major challenges faced and/or anticipated
- whether planned activities are on track, or any significant changes of plan
- any major staffing, governance or other organisational changes.

We will ask you for this report when it is due and give you one month in which to complete it.

# 10. Financial reporting

- a) Please provide a copy of your annual accounts for each year in which Trust support has been given. These should meet statutory requirements for reporting and audit/independent examination. All accounts should separately identify the JRCT grant. If your accounts are in a language other than English, please also send a statement of income, expenditure, closing balance and assets at the financial year end.
- b) If your grant is for longer than 18 months and is restricted to a particular purpose or project we also require a financial report for each year of the grant, showing how the grant funds have been spent in this period. This can be a simple spreadsheet showing expenditure for the year against your budget for the grant. This is different to your annual accounts which show the whole of your organisation's financial situation.

We will ask you for your annual accounts when they are due.

# 11. Meeting with your designated contact person

For grants of longer than one year, your designated contact person will aim to meet with you at least once during the time of your grant. This is an informal opportunity for staff to learn more about your organisation and discuss progress of your work.

You are unlikely to be visited by trustees during the time of your grant, because they work on a voluntary basis.

#### **GRANT PAYMENTS**

#### 12. Grant scheduling

After receiving your signed Grant Acceptance form and copy bank statement, we will agree a schedule of payments with you. You can see your schedule of payments by logging into your account on our online grants management system. Trust grants are normally scheduled in quarterly instalments in advance, with transfers made on the first working Wednesday in January, April, July and October, as appropriate.

## 13. Payments

Except in exceptional circumstances, all grants payments are made by bank transfer. You should provide full bank account details on your Grant Acceptance form, with a copy of a recent bank statement for the account, and these should be verified by those signing the form. You can see when a payment has been paid by logging into your account on our online grants management system. If the payment does not turn up in your bank account, please inform us promptly.

# 14. Overseas grants

Grants/loans to organisations outside the UK will generally be fixed in the currency of the country concerned. However, the Trust reserves the right to adjust the amount of the grant in the event of a substantial rise in the value of the currency concerned against the pound sterling.

# 15. Change of bank details

Please let us know immediately if you change your bank details. We will require you to complete a form to confirm the change.

#### PUBLICITY AND PUBLICATIONS

# 16. Use of the Trust's name and logo

#### General

The Trust does not require grantees to acknowledge Trust funding (except in your accounts) but you may wish to do so. If you are in any doubt, please discuss this with your designated contact person.

The Trust funds a range of different projects with varying approaches. Funding for a project does not necessarily indicate that trustees (or Trust staff) endorse or agree with the content of publications and other communications arising from that work.

#### <u>Use of the Trust's name</u>

Whenever you refer to our support in public, the Trust's name should be quoted **in full** (Joseph Rowntree Charitable Trust) to avoid confusion with other, entirely distinct, Rowntree trusts.

You will usually refer to the Trust in your accounts (see above). Apart from this, if you wish to refer to the Trust in any publication (such as a book, newsletter or website) please send a copy to the Trust *in advance of publication*, and leaving enough time for alterations to be made if necessary. It can be embarrassing for Trust representatives to be asked about publications in which reference is made to the Trust's support, which they have not seen.

# JRCT logo

You may use our logo to acknowledge Trust funding if you wish, provided JRCT's funding relationship with you is clear from the context in which the logo is used, for example if it is core funding or funding for a particular activity or project. If you do wish to use our logo, please agree this in advance with your designated contact person.

# 17. Deposit/Copyright Libraries etc.

Where a Trust grant/loan results in material which is self-published, please deposit copies within one month of publication as follows:

**Five copies** with the Agency for the Legal Deposit Libraries, Unit 21 Marnin Way, Edinburgh EH12 9GD - these will then be distributed to the five copyright libraries in the UK and the Republic of Ireland;

**One copy** to the Legal Deposit Office, British Library, Boston Spa, Wetherby, LS23 7BY (the BL operates independently of the above agency).

If the material is available **solely** in **electronic format** and published / distributed as a pdf, please email **LDO-electronic@bl.uk** to see if you are eligible for depositing your publication electronically.

## 18. Transparency

JRCT is committed to being a transparent funder. The Trust publishes information on grants awarded in a variety of formats and media, which may include our website, annual report and newsletter. The Trust also works with 360Giving to publish information about our grants in an open format and this data can be explored in <a href="GrantNav">GrantNav</a>, 360Giving's online search tool.

The type of information that will be published about our grants is summary information, which may include the following:

- The name of the organisation or individual that has been awarded the funding
- Web address (url)
- Project title
- Amount applied for
- Amount awarded
- Duration of grant
- Geographical location (for organisations only)

#### 19. Communications and newsletter

We'd like to share your social media posts, or to hear about new press releases or media coverage relating to your grant. You're warmly invited to send updates to media@jrct.org.uk.

The Trust also provides updates on the latest news of the Trust and its work via <u>its</u> <u>website</u> and newsletter. This newsletter is usually emailed to grantees three times a year and you can choose whether to receive it.

#### WHEN THE GRANT HAS FINISHED

# 20. Closing reports

Towards the end of the grant period, the Trust will ask for a closing report to help us understand the impact of the work we have funded and to help learn and improve as a grant-making trust. We have a set of standard questions for this closing report that are included with this mailing and also available on the Trust's <u>website</u>. You may find it helpful to review these questions at the outset of the grant so as to keep in mind the points about which you will eventually be asked. We will ask you for your closing report when it is due and give you one month in which to complete it.

If you plan to apply for further funding from the Trust before your current grant comes to an end, please submit your closing report at the same time as the new application papers. This allows the Trust to consider a new request in the context of the work undertaken over the course of the current grant. If necessary, you are welcome to signal in this closing report that further activities are still envisaged before the grant concludes.

## 21. Further funding

The Trust will not generally consider applications for additional funding to run in parallel with an existing grant.

Unless otherwise stated, the Trust is happy for grantees to reapply for further funding at the end of the grant period. Applications for further funding should follow the same format and guidance as any other application and will be judged on their merits against our published priorities and in competition with other demands on Trust funds.

# RESPONSIBILITIES, COMPLIANCE AND SOLVENCY

#### 22. Responsibility

The Trust has confidence that grantees will act with integrity in all their work. Grantees are responsible for complying with all relevant laws and regulations, including employment law and health and safety laws. The Trust accepts no responsibility, financial or otherwise, for liabilities arising out of the activities funded by the grant.

#### 23. Compliance

The Trust aims to be a supportive funder and if problems arise in our funding relationship we aim to work with you to resolve them whenever possible. We reserve the right to suspend or permanently end grant payments if you do not comply with the grant conditions (as set out in this leaflet and the grant offer letter) or if we have reasonable grounds to believe that future payments cannot or will not be used to further the stated charitable purposes. In serious cases of failure to comply with the grant conditions or if funds are not used to further stated charitable purposes, we may require you to repay some or all of the grant funds your organisation has received from us.

# 24. Insolvency

The continuation of the Trust's grant/loan is conditional on the grant-holder remaining solvent. Upon insolvency of an organisation or bankruptcy of an individual, no further instalments of grant/loan will be paid. The Trust will seek repayment of any instalments already paid over for work not yet carried out.

Date	February 2023
Approved by	Head of Grants
Version	V13
Supersedes	GCV12
Date for next review	February 2024, or earlier if significant change
Lead person	Chief Executive