

# Open Spaces Society — Terms of Grant

## 1 Introduction

1.1 These are the terms of grant for the Open Spaces Society ('the society') to an applicant as defined by the offer letter ('the applicant'). The society agrees to make the grant on these terms in return for the benefit of advancing the society's objectives through the project (see 2.1 below).

1.2 The grant will be paid to a bank account specified by the applicant and the lead contact for the applicant will be responsible for the grant and its use.

## 2 Purpose of the Grant

2.1 The grant must be used only for the purposes set out in the application form to the society and as varied by subsequent correspondence with the society ('the project'). It may not be used for any other purpose, unless expressly agreed in writing.

2.2 The grant is made based on the information provided by the applicant and is conditional upon its accuracy and continuing relevance.

## 3 Use of the Grant

3.1 Any material changes to the project, its outcomes, budget, or timeline must be approved in writing in advance.

3.2 The grant must not be used for party-political activity or lobbying.

3.3 The applicant must not duplicate funding from other sources for the same expenditure.

## 4 Monitoring and Reporting

4.1 A report must be submitted by the applicant within three months of the project's completion detailing:

- how the funds were spent (financial breakdown),
- outcomes and achievements,
- lessons learned,
- publicity secured.

4.2 The completion of the project occurs when the applicant informs the society of this, or 12 months after the approval of grant, whichever is the sooner. Extensions of time may be granted at the discretion of the society upon written request by the applicant.

4.3 The society may request additional updates or evidence of expenditure, including copies of receipts and bank statements.

4.4 The applicant must permit reasonable inspection by the society of records of the project if requested.

## **5 Acknowledgement and Publicity**

5.1 The applicant must acknowledge the society's support in publicity material, websites, and social media where appropriate.

## **6 Repayment and Unspent Grant**

6.1 The applicant must return any unspent grant to the society.

6.2 The society may refuse payment, or require repayment, of the grant if the project is not completed within the time allowed by term 4.2 above, or if the applicant fails to comply with these terms.

6.3 In the event of an award of costs by the courts in favour of the applicant (other than an award which is suspended pending an appeal), or any other surplus in contributions, the society must be refunded in proportion to its overall contribution to the original costs as presented in the project.

6.4 The society reserves the right to terminate this agreement and recover the grant in the event of:

- failure to complete the project;
- new information coming to light which makes it clear the case has limited chance of success and should no longer be pursued;
- a breach of any condition of these terms;
- a misuse or fraudulent use of the grant; or
- misrepresentation or failure to disclose relevant information.

6.5 Repayment must be made within 30 days of notice. Failure to do so may result in legal action to secure repayment of the grant with interest charged at 1% above the Bank of England base rate for late payment.

## **7 Insurance and acceptance of risk**

7.1 The applicant is responsible for ensuring appropriate procedures and insurances are in place.

7.2 The applicant proceeds with the project at its own risk. The society accepts no liability for any consequences, whether direct or indirect, arising from the project.

## **8 Legal and Governance**

8.1 The grant does not create a contract of employment or partnership between the parties.

8.2 The society may publish summary information about the grant, including the name of the applicant and project location and description. All other information will be kept in accordance with GDPR rules.

8.3 These terms shall be governed by and construed in accordance with the laws of England and Wales.