

## Application Terms & Conditions

These Terms and Conditions (“T&Cs”) apply to all grant awards and pledges made by Shanly Foundation (“the Foundation”). By accepting a grant payment or pledge confirmation, your organisation agrees to comply with these T&Cs and with the terms set out in your Grant Award Letter or Pledge Letter.

The Foundation may update or add to these Terms & Conditions from time to time. The version applicable to your grant is the one issued with your Grant Award Letter or Pledge Letter. The latest version of these Terms & Conditions is always available on our website. Where relevant, changes will be communicated to organisations with an active grant or pledge.

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### 1. Scope and Definitions

1.1 These T&Cs apply to all grant awards and pledges made by the Foundation.

1.2 In these T&Cs:

- **“Grant” or “Award”** means a payment made by the Foundation to your organisation for charitable purposes.
- **“Pledge”** means a conditional grant which will only be paid once the conditions set out in your Pledge Letter are satisfied.
- **“Organisation”** means the legal entity applying for and/or receiving the grant (e.g. registered charity, CIC, or other not-for-profit body).
- **“Grant Award Letter” / “Pledge Letter”** means the letter sent by the Foundation confirming the terms of your award or pledge.
- **“Project”** means the activity, programme, or initiative funded by the grant or pledge.

1.3 These T&Cs apply in addition to any specific conditions set out in your Grant Award Letter or Pledge Letter. If there is a conflict between the two, the letter takes precedence.

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### 2. Use of Funds

2.1 Grants must be used only for the specific purposes set out in the approved application and your Grant Award Letter.

2.2 If you are unable to use the grant as originally intended, or if significant changes to the project’s scope, timetable, or delivery are required, you must contact the Foundation for approval before spending any portion of the award.

2.3 Any unused funds at the end of the project must ordinarily be returned to the Foundation unless otherwise agreed in writing.

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### **3. Reporting and Monitoring**

- 3.1 For projects lasting over 12 months, the Foundation normally requires written progress reports every six months, including:
- a summary of activities and outcomes achieved, and
  - financial accounts showing how the award has been spent.
- 3.2 On completion, a final report detailing outcomes, beneficiaries, and expenditure must be provided.
- 3.3 The Foundation reserves the right to request additional information or evidence at any time, including receipts, audited accounts, or site/project visits.

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### **4. Repayment and Termination**

- 4.1 The Foundation may require repayment of some or all of the grant if:
- funds are not used for the agreed purposes,
  - there is evidence of fraud, mismanagement, or misrepresentation,
  - the organisation becomes insolvent, enters administration, receivership or liquidation,
  - there is a material breach of these T&Cs or your Grant Award Letter.
  - new information emerges that, in the Foundation's view, materially affects the suitability of the grant or the organisation's ability to deliver the project.
- 4.2 The Foundation's decision on repayment will be final.

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### **5. Eligibility for Future Applications**

- 5.1 Organisations that receive a grant are not normally eligible to apply again until at least 12 months have passed from the date of the Grant Award Letter.
- 5.2 In some cases, the Foundation may extend this timeframe; such conditions will be specified in your Grant Award Letter.
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## **6. Pledges**

- 6.1 In some cases, the Foundation may offer a grant conditional on certain requirements being met (e.g. matched funding). These conditions will be set out in a Pledge Letter.
- 6.2 To claim a pledged award, you must notify the Foundation in writing and provide the required supporting evidence. Payment will only be made once the Foundation is satisfied that the conditions have been met.
- 6.3 Pledges are valid for two years from the date of the Pledge Letter. If the conditions are not met within this timeframe, the pledge will lapse automatically.
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## **7. Publicity and Acknowledgement**

- 7.1 The Foundation is happy for its support to be acknowledged publicly where appropriate. This is not a requirement, but any recognition made at a time relevant to the award or project is always appreciated.
- 7.2 Any use of the Foundation's name or logo (e.g. in publicity, social media, or printed materials) must be agreed in advance in writing so we can ensure it is used accurately.
- 7.3 The Foundation may, at its discretion, publicise grants awarded, including the name of your organisation, the project supported, and the value of the grant.
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## **8. Invitations and Engagement**

- 8.1 We welcome invitations to events connected with your organisation or the project funded. Invitations should be sent to the Foundation office, addressed to the Charity Administrator.
- 8.2 While we cannot guarantee attendance, we value opportunities to stay in touch with your activities.
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## **9. Compliance and Conduct**

- 9.1 Your organisation must:
- be properly constituted, with authority to accept the grant,
  - operate in compliance with all relevant laws and regulations, including charity law, safeguarding, data protection, and equality legislation,
  - maintain proper financial controls and governance arrangements.
- 9.2 Grants must not be used for political activities or purposes that could bring the Foundation into disrepute.

- 9.3 All applications are subject to appropriate due diligence checks. Your organisation must disclose to the Foundation any information that may reasonably affect our decision to award or continue funding, including any ongoing or emerging regulatory, financial, safeguarding or reputational concerns, even where these are not yet public.
- 9.4 If your organisation is aware of any actual, potential or perceived conflict of interest involving any of the Foundation's trustees, directors or staff, you must declare this at the earliest opportunity.
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## **10. Data and Confidentiality**

- 10.1 The Foundation will process personal and organisational data provided in accordance with applicable data protection legislation.
- 10.2 Information supplied in your application may be shared internally and with advisers for assessment and monitoring purposes but will otherwise be treated as confidential.
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## **11. General**

- 11.1 These T&Cs, together with your Grant Award Letter or Pledge Letter, constitute the entire agreement between your organisation and the Foundation.
- 11.2 If any provision is found to be invalid or unenforceable, the remaining provisions will continue in effect.
- 11.3 These T&Cs are governed by the laws of England and Wales, and both parties agree to submit to the exclusive jurisdiction of the English courts.