



C.A.R.E Grant conditions

Key terms used in these Grant Conditions can be found in the Definitions section at the end of this document. “Macmillan”, “we” or “us” means Macmillan Cancer Support and “you” means the community organisation set out in the Award Letter.

How these Grant Conditions apply to you:

1. These Grant Conditions, in addition to the Award Letter and Grant funding policies and Payment Schedule (outlined at the end of these Grant Conditions) set out the Agreement on which we make the Grant to you.
2. You must ensure that the Project carried out by you, and any others involved in delivering the Project, are acting in accordance with the Agreement.
3. If you invite another party to support the delivery of the Project you will be responsible for them and you will remain accountable to us for the use of the Grant. You should carry out appropriate due diligence on, and put in place appropriate agreements with any other parties involved in the Project, to enable you to comply with your obligations to us.

Payment of the Grant

- 7 Macmillan will pay the Grant in instalments. Payment will be made at intervals specified in the [Payment Schedule](#).
4. You must provide any information relating to costs that Macmillan has requested to demonstrate the application of the Grant, failure to do so may result in the Grant being suspended or terminated.
5. The Grant will not be paid until you have signed your Award Letter and submitted your bank details and a copy of a bank statement/ letter no older than three months. You should not use the Grant before the agreed Grant start date, or after the end date.
6. The Grant will not be increased in the event of any over-spend by you.
7. You will do your best to identify and reclaim VAT, or (where relevant) obtain relevant VAT reliefs, in respect of the Grant, so that Macmillan can make best use of charitable funds.

8. Nothing in the Agreement shall have the effect of you providing a service to Macmillan and the parties agree that payment of the Grant under the Agreement is outside the scope of VAT. If a court or HMRC rules that you have provided a service to Macmillan, then the Grant shall be deemed to be inclusive of VAT.

Use of Grant and Management of the Project

9. The Grant will be spent on delivering the Project as set out in the Award Letter.
10. You will ensure the Project is carried out in accordance with all relevant laws and codes of practice, including those relating to health and safety, insurances, data protection, safeguarding, and charity regulation (where relevant). If any licences or permissions are required, these should be in place throughout the term of the Grant.
- 1.3 The Grant is given for public benefit to support people with cancer. Any personal benefit must be incidental and you must have processes to avoid disproportionate [personal benefit](#).
11. You confirm that you have adequate and appropriate resources and facilities to deliver the Project (assuming receipt of Grant). You will ensure that all personnel involved in delivering the Project are appropriately qualified, experienced and supported.
12. You will let us know if you secure funding for the Project from another source, or if you intend to apply for funding from a third party to develop the Project.
13. You will inform us of material change to the Project or your organisation, which should not be made without our consent. You must inform us of any material changes, even if you have not yet drawn down the Grant. Material change means any significant change to the Project's expenditure, the outcomes, any serious financial or governance issue facing your organisation, or any safeguarding issue with your organisation and/ or your organisation's staff. If you are not sure whether the issue or change is a material change, please speak with your Macmillan contact. Specifically, you will inform us during the Grant term of:
 - a. A material change to your Project's expenditure or outcomes
 - b. Reports to the Charity Commission (or equivalent in Scotland or Northern Ireland) - or any serious incidents that meet the serious incident reporting threshold if you are not regulated by the Charity Commission ([**see guidance on how to report a serious incident**](#)).
 - c. Investigations by the Charity Commission or other regulator
 - d. A change in key personnel (e.g. project lead, CEO, Chair)

- e. Going concern issues (including where an auditor or examiner has 'qualified' their audit/ examiner opinion)
 - f. Fraud, suspected fraud, or financial irregularity or impropriety
 - g. A change in legal entity or merger
 - h. Serious safeguarding issues which require a police or local authority report
 - i. Any negative national media attention
14. Depending on what the issue is, we will try and work with you in the first instance to resolve any issues or concerns to keep the Project on track.

Monitoring and reporting

15. The Project must be started within 3 months of the Award Letter being signed unless your Macmillan contact has agreed a later start date with you.
16. You will keep in regular contact with us, and will respond to any requests for updates we make.
- 2.3 You will send us written reports using our Reporting Template to confirm progress on the Project. We expect to review the Project on a 6 monthly basis and at the end of the Project. You will participate in 6 monthly reviews during the Grant.
17. You must send us financial reports as set out in the Award Letter or as we request. You must provide the Final Expenditure Report within three months of the Grant end date.

Audit and financial administration

18. You must ensure that you have in place appropriate policies and procedures to prevent fraud, and other improper practices, and ensure that the Grant expenditure is controlled in accordance with these policies and procedures.
19. You must allow us (or an external auditor or investigator appointed by us), at our expense and on reasonable notice, to audit your accounts, records, systems and facilities in relation to the Grant. You will provide us with reasonable assistance if we need to exercise our audit right. If the audit or investigation finds that fraud has occurred, you will reimburse us for the cost of any external auditor or investigator.
20. You will keep accurate and comprehensive financial records of the spending associated with the Grant (including receipts, invoices, and other relevant documents), during the

term of the Project and for 3 years afterwards. The Grant should be listed in your Annual Report and Accounts. You must provide evidence of expenditure at our request.

21. We may ask to visit you to see the work funded by the Grant.

22. We reserve the right to withhold a Grant instalment or require repayment if:

- a. You provided false information when applying for the Grant
- b. The work undertaken is not the work for which the funding was approved and where we have not approved these changes.
- c. Your organisation becomes insolvent or goes into administration, receivership or liquidation.

23. We may suspend the Grant or require you to repay any Grant monies spent in breach of our Agreement.

24. You must return to us unspent Grant monies at the end of the term, unless we agree in writing otherwise.

25. You will be responsible for any costs arising from any organisational restructuring carried out by you which affects the Project.

26. We will hold back 10% of the Grant until we have received the Final Expenditure Report.

Conflicts of interest

27. You and the persons running your organisation will declare to us any conflicts of interest in relation to the Grant and Macmillan. You will avoid conflicts with your obligations in relation to this Agreement. You should have policies or procedures to identify, avoid and ensure that any conflicts are declared and appropriately managed.

Equipment

28. You must ensure that any equipment funded by the Grant is purchased in accordance with your procurement procedures in a manner that delivers value for money, is primarily used for the Project, and is adequately maintained and insured (if appropriate) for all appropriate risks.

29. Where equipment has extra capacity or extra life in addition to the Project (which must be prioritised), it may be used for other purposes. You may sell, lease out or otherwise dispose of equipment without prior consent from Macmillan where any income generated from the disposal is £10,000 or less.

Promotions and Communications

30. It is the intention of the parties that information about the Project may be disseminated widely in the media including, social media and other communications channels to demonstrate the benefits for people affected by cancer. However, such communications shall be agreed by both parties in advance.
31. Macmillan may publicise the Grant and details of the Project, using the Grantee's name and logo and any information gathered from any reports submitted to Macmillan under this Agreement, without prior notice.
32. Macmillan logos (where appropriate) and the words 'Funded by Macmillan' must be used on websites, presentations, paperwork or promotional materials using outputs from the Project funded by the Grant. In using Macmillan's name and logo, the Grantee must comply with all reasonable branding guidelines issued by Macmillan from time to time.

Intellectual Property Rights

33. This Agreement will not affect any existing intellectual property rights including Macmillan's ownership of its name, logos and pre-existing materials.
34. Unless otherwise owned by Macmillan or a third party, all intellectual property rights in the materials created for the Project by the Grantee, shall be owned by the Grantee. To the extent Macmillan's logo is incorporated into such materials, Macmillan provides a licence to use the logo for the purpose of promoting the Project during the Project term.

Liability

35. We do not accept any responsibility for financial or other liability incurred by you, or any third party, that may arise out of the Project.

Employer

36. We do not act as employer. You are responsible for any individuals funded by the Grant.

Variation and termination

37. We reserve the right to amend these Grant Conditions, our Grant funding policies, and the terms of the Award Letter at any time. We will publish on our website any changes to these

Grant Conditions or our Grant funding policies. Once published, any changes will apply to the Grant.

38. Where there is any inconsistency between these Grant Conditions and the Award Letter, the provisions of the Award Letter will take precedence.

39. We reserve the right to terminate the Grant at any time. If we do this, we will set out our reasons to you in writing at least one month in advance. We will aim to work with you to come a suitable arrangement for closure of the Grant (including minimising the impact on any staff employed on the Grant).

Contracts (Rights Of Third Parties) Act 1999

40. Unless otherwise expressly provided in the Agreement, no person other than a party to the Agreement shall have any rights to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999.

Governing law

41. This Agreement is governed by and will be construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Definitions:

Agreement: means these Grant Conditions, the Award Letter, and the Grant funding policies.

Award Letter: the Grant offer letter we send to you to accept and sign setting out the Project and the terms on which we agree to grant funding.

Final Expenditure Report: a written report prepared by you (in such form as we may require) that provides 1) a comparison of i) your actual expenditure on the Grant during the Grant Period and ii) the total amount awarded by us in respect of the Grant; and 2) any further information that we request from you.

Grant: the sum of money we will pay to you to carry out the Project, as detailed in the Award Letter.

Project: the activities you will carry out with our Grant to support people living with cancer, as detailed in the Award Letter.

Grant Funding policies

Overheads policy

Payment schedule