



## Support Grant Terms & 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.

1. The amount of your Support Grant is as set out in your application form. It can only be used for the activities listed in your approved application form (referred to as the "Activity").
2. To receive the Support Grant, you must have a bank or building society account in the name of your group/service/organisation. Alternatively, you may appoint a host organisation to hold the funds on your behalf. To appoint a host organisation, you must sign a separate agreement with both us and the host organisation in a form provided by us.

### Payments

3. Any Support Grant awarded by us will be paid in advance and must be spent on the Activity within 12 months of the Award Date.

### Confirmation of Spend and Evaluation Form

5. You must provide us with evidence of how the funds were spent on the Activity, including uploading copies of original receipts and completing the Confirmation of Spend and Evaluation Form on Macmillan's online portal within 2 months of the Activity taking place (eg within 14 months of the Award Date). Failure to do this may result in us taking action to recover the Support Grant from you and may prevent you from receiving a future Support Grant or other award from us.

### Unspent Support Grant

6. If the Support Grant or any part of it has not been spent by you on the Activity in accordance with the Award within 12 months of the Award Date, then you must return such amount to us within 2 months with an explanation for the underspend. If any amount not spent on the Activity in accordance with the Award is not returned to us in accordance with this Clause 6, then we may take appropriate action against you to recover such unspent amount.

### Accounts and Records

7. You must keep separate, detailed and up to date accounts, records and documents evidencing all expenditure and original receipts relating to the Support Grant and the Activity for a period of 7 years from the Award Date.

### Audit and Inspection

8. We, and our authorised representative(s) will be entitled to visit you at your premises at any time to inspect and audit all Support Grant and Activity related accounts, records and documents and to ensure that the Activity is being carried out in accordance with the Award. You agree to provide us and our authorised representative(s) with any information relating to the Support Grant and the Activity that we may reasonably require for us to conduct such audit and inspection. We will have the rights to take copies of any accounts, records and documents you provide to us.
9. We may decide at our discretion to appoint an external independent investigator or expert to inspect or audit your accounts, records, documents and activities relating to the Support Grant and the Activity. You agree to promptly: (a) reimburse us for all costs and expenses incurred by us in connection with such audit or inspection; and (b) repay us for any amount not spent on the Activity in accordance with the Award which is identified as part of such audit or inspection. Our rights under Clauses 8 and 9 will continue for a period of 7 years from the Award Date.

#### **Repayment of the Support Grant**

10. If the Support Grant is used for anything other than the Activity, we will require you to repay some or all of the Support Grant and you may be ineligible to apply for or receive other Macmillan grant(s) or award in the future.

#### **Funding from other Organisations**

11. If you wish to receive funding or support for the same Activity from another organisation, then you must first get our consent (which we will not unreasonably withhold). However, we may withdraw our Support Grant offer, or request repayment of any unspent funds if you receive funding from another organisation for the entire cost of the same Activity.

#### **Use of Macmillan's Name and Logo to Acknowledge Our Support**

12. Subject to Clauses 12 and 13 below, you must acknowledge Macmillan's support wherever possible by using the wording "supported by Macmillan" in relation to the funded Activity. Macmillan gives you a non-exclusive, royalty-free, revocable, non-sublicensable licence to use Macmillan's name and logo in the UK for this purpose. The Macmillan name and logo must be used exactly as provided by us without any changes and in line with Macmillan's brand guidelines, including requirements for size, colour and placement. Macmillan's brand guidelines can be accessed here: <https://macmillan.frontify.com/>.
13. You are independent of us and must not use Macmillan's name and logo:
  - for any commercial purposes;
  - in any way that appears to represent the views of Macmillan;
  - by incorporating it in your company, group or organisation name or logo; or
  - in your name or bank account details.
14. You will promptly stop or change your use of Macmillan's name and logo if we request this. You must not do or say anything which could bring Macmillan into disrepute or

damage its good name or reputation. Any goodwill generated from your use of Macmillan's name and logo belongs to Macmillan.

### **Risks, Compliance, Liability and Insurance**

15. Our liability to you under these terms and conditions is limited to the payment of the Support Grant.
16. You will be responsible for any costs that exceed the amount of the Support Grant including any maintenance or other costs associated with the upkeep, repair, replacement or running costs of any equipment purchased with the Support Grant.
17. If the Support Grant is used, or part used, to pay for any staff, we do not act as the employer.
18. If the use of your Support Grant involves (or might reasonably involve) children, young people or vulnerable adults, you must ensure that appropriate safeguards are in place to protect their welfare, in accordance with all relevant legislation and regulations.
19. You are responsible for assessing any risks and ensuring that effective health and safety procedures are in place in relation to the Activity and any equipment purchased with the Support Grant. This includes ensuring such equipment is suitable and appropriate for its intended users, and used in compliance with all applicable legislation and regulations.
20. You must have and maintain appropriate insurance coverage as follows:
  - public liability insurance cover in respect of any premises from which you operate;
  - professional indemnity insurance for all professionals including but not limited to any medical and complementary health practitioners providing services at the premises from which you operate; and
  - insurance for any equipment purchased with the Support Grant.

### **Value Added Tax**

21. This Support Grant is not intended to be considered as payment for a service provided to us, and both parties agree that the payment is outside the scope of Value Added Tax ("VAT"). However, if a court or His Majesty's Revenue & Customs ("HMRC") determine that a service has been provided to us and the Support Grant is subject to VAT, then the Support Grant will be deemed to include VAT and any other applicable taxes which may be payable in relation to the Support Grant from time to time.

### **Other Funding From Us**

22. The grant of an Award to you will not prevent you from applying for other forms of funding or award from us.

### **Personal Data**

23. The personal data provided in this application will only be used for processing your application and for making any Award related to it. For further information on how we

use your personal data see our privacy policy which can be accessed here: [Privacy policy](#).

#### **Governing Law and Jurisdiction**

24. The Award of the Support Grant and these terms and conditions are governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England and Wales.

#### **Definitions:**

**“Award”** refers to the award of the Support Grant as confirmed by Macmillan countersigning the relevant completed application form.

**“Award Date”** refers to the date of the award of the Support Grant funding by Macmillan being the date of Macmillan’s countersignature of the relevant application form.

**“Confirmation of Spend and Evaluation Form”** refers to Macmillan’s confirmation of spend and evaluation form for the Award available via Macmillan’s online Support Grant web portal.

**“Support Grant”** refers to the grant funding we give you for the activities listed in your application form.

**“us”, “our”, “we”** refers to Macmillan Cancer Support.

**“you”, “your”** refers to the group/service/organisation which has completed the Support Grant application form.