



## **Terms and conditions for funding approved by the Sported Foundation**

Grants from the Sported Foundation are accepted on the understanding that the following terms and conditions are agreed:

### **Use of money**

- Funding distributed by Sported is generally unrestricted. If this is not the case, this will be outlined in the programme guidance. The grant will then be used only for the purpose as described by the applicant. If a change of use is required for a restricted grant, a request must be made in writing to Sported.
- The grant should not be used to pay for any spending commitment made before the date that the applicant accepts the funding.
- The grant must only be spent by the organisation to which it is awarded. Under no circumstances can the grant be transferred to another organisation.
- The grant must be spent within the specified project timescales. For permission to carry over funds for use outside of these timescales, a request must be made in writing to Sported.
- The grant will not be paid until all required due diligence documentation has been received.
- The official start date of the grant will be the date that the payment is received.

## **Promotion of grant/activities**

- Spotted logo's and that of the funder, should be publicly acknowledged and promoted in all accounts, annual reports, and financial statements. Acknowledgment should also be given in all written or spoken public presentations about the project or activities.
- The grantee should adhere to the guidelines set out in the funders promotional pack, adhering to any specific requests around use of their logo.

## **Reporting requirements**

- All required monitoring and evaluation forms will be completed as required within the deadlines outlined by Spotted.
- We may also request quotes, images, videos and feedback as part of reporting requirements.
- The grant recipient accepts responsibility for ensuring participant consent is provided for any media or quotes submitted to Spotted in any project reporting. For participants under 18, written consent must be obtained from the young person's parent/guardian.
- If the required monitoring and evaluation information is not received in the requested timeframe, this may result in the withdrawal of offer and a repayment of grant sums awarded. It may also prevent the organisation from accessing future funding from Spotted.
- Some grant recipients may be selected to take part in case studies to demonstrate the impact of the designated programme.
- Some grant recipients will be selected to submit financial monitoring information. Awarded grantees should keep track of grant spend with receipts/invoices. A financial review will ask for details of grant spending. Evidence of expenditure for any items over £100 may be requested.

## **Safeguarding**

In accepting this grant, the organisation confirms that they have:

- An up-to-date safeguarding policy, which is formally adopted with a set date for review. This policy will be implemented and all processes followed in all activities funded by the grant.
- A named lead safeguarding officer, with a clear process for reporting concerns. A process for recruiting and training, for both the paid and voluntary workforce including DBS / Disclosure Scotland / Access NI / National Vetting Bureau checks.
- A Health and Safety policy, including risk assessments to cover all activities funded by the grant.
- Relevant Insurance to cover all activities funded by the grant.

Sported should be informed of any serious incident report made during the lifetime of the grant.

## **Data protection**

- The information supplied in the grant application form will be used by Sported and the funder for administration, research, analysis, and promotional purposes.
- We may give copies of this information to programme partners who are consulted when assessing applications, monitoring grants and when evaluating the impact of the programme.
- The awarded organisation may be contacted by Sported by email about additional offers, opportunities and support that may become available through being a beneficiary of the programme.
- We recognise the need to maintain the confidentiality of vulnerable people and details of individuals will not be made public in any way, except as required by law.
- No provision of this grant agreement is intended to create any right or benefit enforceable against the parties to this grant agreement under the contracts (Rights of Third Parties Act 1999).
- The Freedom of Information Act 2000 gives members of the public the right to request any information that Sported holds. This includes information received from third parties such as, although

not limited to, grant applicants, grant holders, contractors, and people making a complaint. If information is requested under the Freedom of Information Act, Sported will release it, subject to exemptions, although Sported may consult with the organisation first. If an organisation believes their information may be exempt from release, it should let Sported know during the application process.

### **Suspension of the grant**

Sported reserves the right to suspend payment or demand repayment where:

- The organisation ceases to operate or become insolvent.
- The organisation changes its legal structure which therefore means that it is no longer eligible to receive a grant.
- The organisation fails to use the grant or any part of it for the purpose for which it was made or fails to complete the project or activities within the agreed timeline.
- The information provided during the application process was fraudulent, materially incorrect, or misleading.
- The organisation fails to comply with any terms or conditions of the grant as set out in this document or grant offer email, including monitoring and financial monitoring requirements.

If the situation arises that Sported needs to reclaim funds which in its opinion have been mis-spent or applied for dishonestly, there is no appeal against the recall of funds and Sported may take legal action to recall funds if it deems it appropriate to do so. The organisation that was awarded the funding in question will be liable for any charges incurred through the process.