

Protecting theatres
for everyone



J&C Joel Setting the Stage Fund

Terms and Conditions

These standard terms and conditions apply to grants from the J&C Joel Setting the Stage Fund

It sets out the standard legal conditions of our grant offer to you.

If you have any general questions about this document please contact Theatres Trust on info@theatretrust.org.uk.

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1. Definitions

1.1 “You” means the person (individual) or organisation that we have given a grant to.

1.2 “We”, “us” and “our” means The Theatres Trust Charitable Fund and J&C Joel, including employees and those acting on their behalves.

1.3 The “Project” means the project or activity that we have agreed to give you a grant for, as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed (“the Project Proposal”).

1.4 The “Grant Agreement” includes and incorporates:

1.4.1.1 these Terms and Conditions; and

1.4.1.2 the Offer Letter which sets out any additional conditions; and

1.4.1.3 the Application Form.

2. The Grant

2.1 The grant will be in the form of in kind support with a value up to £10,000 from J&C Joel Limited to be agreed following award. There is no cash alternative.

2.2 You must accept our offer within two weeks of receiving it by signing and returning one copy of the Offer Letter. If you do not return the signed Offer Letter within four weeks our offer will lapse. If you are an organisation, the Offer Letter must be signed by someone who is authorised to sign on behalf of the organisation.

2.3 The Grant Agreement will come into force on the date that we receive the signed Offer Letter from you.

2.4 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information we hold is always true and up to date.

2.5 You must not use the grant to pay for any spending commitments you have made before the date of the Grant Agreement.

2.6 The valuation of the products and services provided is at the discretion of J&C Joel Limited but limited to a maximum of £10,000

2.7 If agreement on the use of the grant cannot be reached with J&C Joel Limited within 12 months of acceptance then it may be revoked.

3. The Project

3.1 You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership.

3.2 If we agree that you can make changes to the Project, we may ask you to agree to additional conditions. Any agreed changes and/or additional condition will be set out in a separate legal agreement between us and you; you should not start any new or changed activity until that agreement has been signed by both us and you.

3.3 You must make satisfactory progress with the Project and complete it on time. You must tell us immediately if anything threatens to end or delay the Project.

3.4 You must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for three years after the Project has finished.

3.5 You must give us, or any person nominated by us, access to all records relating to the Project or other Projects funded by us upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to three years after the Project has finished.

3.6 You must send us any information and records that we reasonably require to monitor how the grant is being used.

3.7 You must provide us with a full report on the Project within three months of completing it, using our standard Activity Report which we will send to you.

3.8 You must provide us with clear and accurate accounts that cover the period of the Project. These accounts must follow any relevant legal requirement for accounts, audit or examination of the accounts, annual reports or annual returns and must clearly show income and expenditure and proof of expenditure of the grant.

3.9 In carrying out your Project, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law.

3.10 You must have appropriate policies in place at all times to help you comply with the law and good practice including, but not limited to:

3.10.1 Data protection;

3.10.2 Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;

3.10.3 Employment law.

4. Information, marketing and publicity

4.1 You must acknowledge the grant publicly as appropriate including in a minimum of three press releases and across your organisation's social media channels

4.2 You must acknowledge the grant by using the marque provided by Theatres Trust and J&C Joel on all marketing and publicity materials relating to the Project that we have agreed to fund, including printed and online material. You should also incorporate verbal and written acknowledgement of our support into your communications.

4.3 You must give us a copy of any relevant marketing, publicity or other information regarding the Project as soon as it is available. Email digital materials to press@theatretrust.org.uk

4.4 We acknowledge that you will own all rights in any materials produced for or relating to the Project and in the Project Proposal, including any intellectual property rights. You hereby grant us a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we reasonably require for marketing, publicity and website purposes. We may also share information with other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding and as required to comply with Freedom of Interest enquiries.

4.5 Acknowledgements of funding for this scheme should also include a commemorative plaque featuring the logos of Theatres Trust and J&C Joel Limited within the foyer of the venue

5. Additional conditions for organisations

5.1 You will ensure that you are at all times correctly constituted and that you can deliver the Project under the terms of your constitution.

5.2 You must get our written agreement, where it affects the Project and/or the ownership of any assets from the grant awarded, before:

5.2.1 changing your governing document, (unless you are a statutory organisation) concerning your aims, payments to members and members of your governing body, the sharing out of your assets (whether your organisation is dissolved or not), or the admission of any new members; or

5.2.2 Transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.

5.3 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Project during the period of the grant (including any claims made against members of your governing body or staff concerning your organisation).

5.4 If you are an unincorporated group, you must provide us with written evidence that the person signing the Offer Letter has the authority of the group to enter into the Grant Agreement on behalf of all the members of the group and that all members of the group will be jointly and severally liable under the Grant Agreement.

5.5 You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

6. General conditions

6.1 If you break any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.

6.2 If you break this agreement, we can choose to treat that as you breaking any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this agreement, including making you pay back the grant and stopping any future payments.

6.3 Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

6.4 You are responsible for getting your own management, business and artistic advice. This includes considering whether you need to get financial, accounting, tax solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities) even if we continue to support you.

6.5 We are not obliged to provide, nor should you assume that we will provide, any further funding for the Project after this grant agreement comes to an end.

8. Breaking these terms and conditions, and suspending or repaying the grant

8.1 If you break any of these terms or conditions, we may, in our absolute discretion:

8.1.1 Require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or

8.1.2 Stop any future payments; and/or

8.1.3 End this agreement immediately.

8.2 We may recover the grant in our absolute discretion, if any of the following events occurs:

8.2.1 You close down your organisation (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);

8.2.2 You make any changes to the Project without first getting our written permission;

8.2.3 You use the grant for anything other than the Project;

8.2.4 You do not follow our reasonable instructions;

8.2.5 You do not carry out the Project with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;

8.2.6 You have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

8.2.7 You are declared bankrupt or become insolvent, any order is made, or resolution passed, for you to go into administration, be wound up, or dissolved; an administrator or other receiving,

manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;

8.2.8 You act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation; and/or

8.2.9 Without first getting our approval in writing you sell or in some other way transfer the grant, your business or the Project to someone else.

9. Termination of the Grant Agreement

9.1 These Terms and Conditions and the Grant Agreement remain in force for whichever of these is the longest time:

9.1.1 For one year following the payment of the last instalment of the grant;

9.1.2 As long as any part of the grant remains unspent;

9.1.3 The expiry of the maximum period required under the Grant Agreement for asset monitoring;

9.1.4 As long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).

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Registered Charity No: 274697

Dated 4 September 2018