

Theatres Protection Fund: Theatres at Risk Capacity Building Programme

Terms and Conditions

These standard terms and conditions apply to grants from the Theatres at Risk Capacity Building Programme.

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@theatrestrust.org.uk.

Contents

1. Definitions
2. The Grant
3. The Project
4. Information, marketing and publicity
5. Additional conditions for organisations
6. Monitoring
7. General conditions
8. VAT
9. Conditions relating to assets or goods purchased with the grant
10. Breaking these terms and conditions, and suspending or repaying the grant
11. Termination of the Grant Agreement



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 includes our employees and those acting for us.

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 Project Proposal.

2. The Grant

2.1 The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.

2.2 You must accept our offer within four 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 We will pay the grant in the instalments set out in the Offer Letter.

2.5 You must use the grant exclusively for the Project.

2.6 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.

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

2.8 You must hold any unused part of the grant on trust for us at all time.

2.9 If you spend less than the whole grant on the Project, you must return the unspent amount to us promptly. If the grant part-funds the Project, you must return the appropriate share of the unspent amount to us.

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 one press release and on social media where appropriate.

4.2 You must acknowledge our grant by using the marques provided by Theatres Trust and the funders of the Theatres at Risk Capacity Building Programme 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 and the funders support into your communications and this should include the wording as follows: The Theatres Trust Theatres at Risk Capacity Building Programme is supported by The Pilgrim Trust and Swire Charitable Trust.

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@theatrestrust.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 and the funders of

the Theatres at Risk Capacity Building Programme a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we and they 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 Information enquiries.

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. Monitoring

6.1 Under the terms of the grant we are unable to give professional advice however we retain the right to:

6.1.1 work with you to develop your proposal;

6.1.2 agree the selection of experts and the procurement process before tenders are sought;

6.1.3 attend key meetings, including tender, selection, inception and final evaluation meetings and key stakeholder meetings;

6.2 We will require you to provide quarterly reports setting out what has been achieved during the period and evaluating against outcomes. Reports are to be submitted on a standard template which we will send to you.

7. General conditions

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 Purchase of any goods or services with your grant, should be approached to give value for money and avoids any conflicts of interest. If you are an organisation please ensure that when you purchase goods or services you do so in line with procurement law affecting the UK and the European Union. You should seek legal advice where appropriate.

7.6 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. VAT

8.1 You will provide us with your VAT details if registered for VAT.

8.2 If you are registered for VAT or can reclaim VAT the grant for your Project will be made net of VAT. If you are not registered for VAT or are unable to reclaim VAT, the grant for your Project can include VAT. For clarity, the full amount payable will not exceed the amount in the offer letter.

8.3 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.

8.4 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.

8.5 If we have agreed to fund any or all of the VAT costs associated with your Project and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

9. Conditions relating to assets or goods purchased with the grant

We do not anticipate this grant will be used to purchase goods but in the event that it is, the following conditions will apply:

9.1 During the period covered by the grant, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants unless:

9.1.1 you can sell them for their full current market value; and

9.1.2 we have given you permission, in writing, beforehand.

9.2 In rare circumstances, if we feel it is necessary, we may ask for some appropriate form of security for your responsibilities under the terms of the grant. We may ask that you give us copies of documents affecting the title to the property (for example, mortgages, conveyances, leases and so on that affect the legal rights to the property).

9.3 If you sell or giveaway assets or goods, bought, restored, conserved or improved with our grants, we will be entitled to receive an appropriate share of the “net” proceeds (the proceeds after tax and other costs or sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.

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

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

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

10.1.2 Stop any future payments; and/or

10.1.3 End this agreement immediately.

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

10.2.1 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);

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

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

10.2.4 You do not follow our reasonable instructions;

10.2.5 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;

10.2.6 You do not complete your Project within one year;

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

10.2.8 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;

10.2.9 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

10.2.10 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.

11. Termination of the Grant Agreement

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

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

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

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

11.1.4 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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