

[date]

[name]
[address]

Ref:

Dear

I am very pleased to tell you that the Trustees have agreed to make a grant of £amount to [charity name]:

- Towards the [purpose of the grant].

Our payment(s) will be released as scheduled below:

Payment No.	Payment Schedule Date	Payment Amount	Condition(s)

The grant period will be from [start date] to [end date]. If the start date of the grant has changed then you need to let us know immediately so that we can re-schedule the grant accordingly. The grant offer is valid for one year from the date of this letter.

You will find the **Grant Terms and Conditions** attached to this letter. Please read them carefully and provided you are happy to comply with all the conditions, you will need to:

- Accept them using the e-signature link that was sent to you in our cover email.
- Upload a redacted bank statement to confirm your bank details of the account the funds are to be paid into through the grant acceptance e-signature link.

Please note that we cannot release the payment until we have received the electronic acceptance of the Grant Terms and Conditions.

Please note the grant is provided on a restricted basis and must be used exclusively for the purpose specified above. If you are unable to use the grant or there are any changes, the Foundation must be informed in writing immediately. Full details are outlined in the Grant Terms and Conditions.

You will be required to complete a Grant Report for each year of the grant. A copy of the Grant Report is available on the Foundation's [website](#).

We ask you to work with us to ensure that both the subject of the funding and its source receive public recognition. When referencing the Foundation the appropriate wording to use is 'Funded by the Lloyds Bank Foundation for the Channel Islands' or 'Supported by the Lloyds Bank Foundation for the Channel Islands'. A communications toolkit can be downloaded from our [website](#) which gives you hints and tips on creating news releases to social media posts. The Foundation encourages acknowledging receipt of this grant by issuing a press release and can provide a quote to be included.

The Foundation encourages you to follow the social media handles and tag the Foundation accounts as appropriate. The current social media handles are:

Facebook @lloydsbankfoundationci

LinkedIn @LloydsBankFoundationfortheChannellIslands

The Foundation, or its communication agency Orchid, may contact you for content for case studies and quotes and request high resolution quality images. These will be used to publicise the grant and your charity.

As part of the grant offer, your charity is invited to join the Foundation's Charity Mentoring Programme. A mentor will offer regular support to help you achieve your organisational objectives. Charity Mentoring harnesses the skills of Lloyds Banking Group staff to help strengthen the charities we fund. Mentors support charities to become more effective, more robust and more sustainable. As well as resourcing your charity, mentors benefit from testing and stretching their skills in new settings, developing new capabilities, and building stronger ties to the islands' communities. You can register for the Charity Mentoring Programme [here](#).

We wish your charity continued success with your vital work.

Yours sincerely



Jo Le Poidevin
Executive Director

Enc.

**Grant Terms and Conditions
for [charity name] ('The Recipient'), Reference: [reference number]**

The Parties to these Terms are as follows:

- 1) [charity name] ('**The Recipient**' or '**you**'); and
- 2) Lloyds Bank Foundation for the Channel Islands ('**The Foundation**' or '**we / us**').

This document sets out the terms and conditions (the '**Terms**') that The Recipient needs to agree to in order to accept the grant (the '**Grant**'). These Terms should be retained for future reference and the contents shared with the Directors / Trustees and staff responsible for the management of the Grant.

These Terms should be signed by a representative of The Recipient with appropriate delegated authority before The Foundation will release the Grant payment. Please read them carefully and, provided you are happy to comply with all the conditions including any special conditions included in the Grant Offer Letter, you will need to:

- Accept them using the e-signature link that was sent to you in our cover email.
- Upload a redacted bank statement to confirm your bank details for the account the funds are to be paid into through the grant acceptance e-signature link.

Terms and Conditions

Purpose and Duration of the Grant

1. The Recipient shall use the Grant for charitable purposes only, and in line with the Grant offer. If The Recipient is in any doubt as to whether an activity qualifies as a charitable purpose, it shall seek clarification from The Foundation in advance of spending the Grant on the activity in question.
2. The duration of the Grant will end when the final monitoring report has been approved by The Foundation, as under clause 16.
3. The Grant represents a freely given donation from The Foundation to The Recipient which is not in return for any supply of specific goods or services, and therefore it is expected that payment of such would not attract any tax (For Jersey charities – GST, UK charities – VAT, and for Bailiwick of Guernsey charities – not applicable). However, and for the avoidance of doubt, in the event that the Grant is treated as consideration for a supply of goods or services, then the amount of any Grant monies provided by The Foundation to The Recipient shall be treated as inclusive of GST or VAT (if any).

Provision of the Grant

4. The Grant is provided on the basis that The Foundation has committed funds to meet agreed future Grant payments. In the event of The Foundation being unable to meet this commitment, it reserves the right to withdraw the offer of funding and cancel all future Grant payments.

5. If The Recipient is unable to use the Grant in line with its proposal / application form or for any purpose specified in the offer letter provided by The Foundation to The Recipient with these Terms (the “**Offer Letter**”), The Foundation should be notified immediately.
6. Any additional or special conditions contained within the Offer Letter or subsequently notified by The Foundation to The Recipient in writing will be taken to form part of these Terms.

Termination, Withholding and Repayment of the Grant

7. An Event of Default will occur if:
 - a) any information given or any representations made by you to us is found to be incorrect or incomplete to an extent which we reasonably consider to be material. This includes but is not limited to:
 - (i) a concern over your ability to operate as a going concern;
 - (ii) if you do not have adequate experience, staff, systems in place to deliver services effectively and on time;
 - (iii) if you do not have adequate processes and controls in place to manage partners and suppliers;
 - (iv) if there are issues with or lack of internal control or governance procedures;
 - (v) concerns over processes or approach to safeguarding; and
 - (vi) concerns over the legitimacy of the source of funds;
 - b) you fail to respond to all reasonable requests for information from us or persons authorised by us in a timely manner;
 - c) you fail to implement actions to redress issues or measures identified by The Foundation or persons authorised by us, in the agreed timescales;
 - d) you fail to take adequate measures to investigate and resolve any reported financial irregularity, in accordance with these Terms or otherwise agreed in writing by the parties;
 - e) you cease to operate and/or change the nature of your operations to an extent which we reasonably consider to be material, including if you (or any substantial part of your operations) merge with or are taken over by another organisation;
 - f) before the end of the funding period you:
 - i) are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against you;
 - ii) pass a resolution to wind up your business;
 - iii) are subject to the appointment of a receiver, administrator or liquidator; or
 - iv) are unable to pay your debts as they fall due;
 - g) you are involved in illegal activity in your administration of any work or project for which you have received the Grant funding (the “**Project**”); and / or
 - h) you take any actions which in our reasonable opinion are likely to bring our name or reputation into disrepute;
 - i) you fail to submit the final monitoring report in a manner that is compliant with clause 16; and / or
 - j) you are otherwise in material breach of these Grant Terms.
8. If an Event of Default occurs, we may, at our discretion and on determination of the nature and extent of the default:
 - a) suspend and withhold the payment of the Grant until such time as the default has been remedied;

- b) require you to repay all or part of the Grant that has been paid to you (or such lesser amount as we may determine) by issuing a demand for repayment; and / or
- c) terminate these Terms by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as we may determine.

Without prejudice to the provisions of this clause 8, where an Event of Default occurs and is capable of being remedied, we may (at our sole discretion) give you an opportunity to rectify such default.

- 9. If The Foundation terminates these Terms under clause 8c) where an Event of Default has occurred, The Recipient will be unable to reapply for a Grant with The Foundation for a period of three (3) years from the date of notification of termination. Any attempt to reapply for a Grant within this period will be automatically rejected by The Foundation.
- 10. The recipient will inform the Foundation if the relevant authority - Charity Commission Jersey, Guernsey Registry or the Charity Commission for England and Wales opens an enquiry following an alleged serious incident or significant issue you have reported to them or that has been independently reported to the relevant authority - Charity Commission Jersey, Guernsey Registry or the Charity Commission for England and Wales. Where an incident or serious concern is raised to The Foundation in accordance with our Complaints Policy, we and persons authorised by us may examine such documents as we or they may reasonably require which are owned, held or otherwise within your control and may require you to produce such oral or written explanations as we or they may reasonably consider necessary. You must ensure that your employees, agents and contractors produce such explanations, in line with operating an 'open book policy'.
- 11. We may retain or set off any sums you owe to us (whether because of repayment required under clause 8 or otherwise) against any sums due from us to you under these Terms or any other agreement we have with you.
- 12. Any termination of these Terms will not affect any other rights or remedies of the parties, either under these Terms or at law. Any termination will not affect any pre-existing rights or obligations of the parties at the date of termination.
- 13. The Foundation also has the right to impose additional terms and conditions on the Grant if an Event of Default occurs or if we have reasonable grounds to believe that it is necessary to protect our funds.

Grant Monitoring, Reporting and Evaluation

- 14. The Foundation reserves the right to contact representatives of The Recipient, or visit The Recipient, on reasonable notice, to observe and discuss the work supported by our funding. In the event that The Foundation visits The Recipient, it will be visiting:
 - a) to observe The Recipient in order to assess how best to support The Recipient and its needs;
 - b) to investigate a complaint made to The Foundation with regard to The Recipient's business practices; and / or
 - c) to provide information and share good practice and advice with The Recipient's team members.

15. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it as required by applicable law.
16. The Recipient will be required to complete a short annual grant report for The Foundation on the use of the Grant. The Grant will be considered completed only when the final grant report has been approved by The Foundation. The Foundation will email The Recipient regarding the monitoring report at least six (6) weeks before it is due.
17. The Foundation may, at its discretion and as a result of monitoring and reporting under clauses 14-1616 (inclusive), require The Recipient to engage in learning conversations led by Foundation staff.
18. The Foundation may, with the express permission of The Recipient, use information provided by The Recipient to monitor or publicise the Project and / or evaluate its grant programmes, unless such information has been anonymised prior to The Foundation's use (in such an instance, no express permission will be required).
19. In the event of a serious incident (as defined by the relevant authority - Charity Commission Jersey, Guernsey Registry, and Charity Commission for England and Wales) affecting The Recipient, The Recipient shall notify The Foundation immediately and subsequently provide a report of the incident to The Foundation and report the incident to the relevant authority - Charity Commission Jersey, Guernsey Registry, and Charity Commission for England and Wales in accordance with their respective guidelines.
20. If The Recipient has any grounds for suspecting financial irregularity or the support of terrorist activities in the use of any part of the Grant, The Recipient must notify The Foundation immediately, and, where appropriate the relevant authorities, including, but not limited to, the police. The Recipient must explain to The Foundation what steps are being taken to investigate the suspicious activity and keep The Foundation informed about the progress of the investigation.
21. If within the lifetime of the Grant, The Recipient undergoes a merger, it must inform The Foundation. Consideration will be given, on receipt of a written request, to the Grant being transferred, subject to the merged entity being eligible to receive funding and a successful due diligence assessment being completed.
22. The Foundation may require The Recipient to provide information to a learning / evaluation partner, which may be commissioned by The Foundation from time to time to act as a point of contact between The Foundation and The Recipient. The information required from The Recipient may include the completion of a survey and interview for the purpose of evaluating the effectiveness of the Grant programme and the activities of The Foundation.

Liability

Your attention is particularly drawn to these clauses:

23. The Foundation accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant or from withdrawal of the Grant.
24. Subject to clause 23, The Foundation's liability under these Terms is limited to the payment of the Grant.

25. Nothing in these Terms shall operate to exclude or restrict any liability of a party in respect of the following:
- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; and
 - any other losses which cannot be excluded or limited by applicable laws.

Intellectual Property Rights

26. The Foundation and The Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures and any other intellectual property rights whatsoever owned by The Foundation or The Recipient before the signing of these Terms or developed by either party during the duration of the Grant, shall remain the property of that party.

Publicity

27. Information regarding The Recipient and the Grant received will be published by The Foundation on its website and The Foundation reserves the right to use the information in any other printed or online information it produces. The Foundation may require The Recipient to provide information to a communications agency, which may be commissioned by The Foundation from time to time to act as a point of contact between The Foundation and The Recipient.
28. The Recipient is required to acknowledge The Foundation's Grant in its financial accounts recording the source of the Grant as 'Lloyds Bank Foundation for the Channel Islands. The Grant should also be specifically acknowledged in The Recipient's annual accounts for each year in which it was received. References to this Grant in The Recipient's Annual Report or Accounts should use one of the following forms of wording:
- Supported by Lloyds Bank Foundation for the Channel Islands;
 - Funded with the support of Lloyds Bank Foundation for the Channel Islands; or
 - Lloyds Bank Foundation for the Channel Islands.
29. The Recipient should acknowledge The Foundation in core publication materials, both print and online, for any work or project for which it has received funding. For use of The Foundation's logo and more information on how to acknowledge the partnership please read our Brand Guidelines [here](#). The Recipient shall keep The Foundation informed of any media coverage relating to the funding. The Recipient shall contact the Foundation at jlepoidevin@lloydsbankfoundation.org.uk or on 01481 706360 with any queries or for guidance in promoting the Grant and the work of The Recipient.

Data Sharing

30. The Foundation will collect certain personal data as part of The Recipient's Grant application. This includes the contact details of The Recipient and lead contact, the contacts named on the application or contacts otherwise provided to The Foundation by The Recipient, and job title, together with other Grant application data on our database ("**Grant Application Data**") for the purposes of supporting the assessment process, notifying The Recipient of the outcome of the Grant application, the administration of the Grant, provision of Developmental Support, monitoring and / or publicising the Project and / or evaluating The Foundation's Grant programmes. The Foundation may also share the business contact details of The Recipient with a third party in order to send anonymous voluntary surveys to gather feedback on our processes. The

Foundation will not receive any personal data as part of the survey and responses are completely anonymous. The Foundation will not be able to identify recipients.

31. The parties acknowledge that The Foundation is an independent controller of the Grant Application Data and determines for itself the purposes and means of processing.
32. The parties acknowledge that The Foundation may share the Grant Application Data with third parties, as it determines appropriate, for the administration of the Grant or any other purposes The Foundation may determine, including but not limited to:
 - a) other funders, the relevant authority – Charity Commission Jersey, Guernsey Registry, Charity Commission for England and Wales, researchers, learning partners, facilitators, or infrastructure bodies in order to facilitate or manage the Grant;
 - b) other colleagues within The Foundation, independent consultants or organisations for support and development purposes as part of our Developmental Support programme (as detailed below) in the event The Recipient's Grant application is successful;
 - c) other charities, if required for peer learning / networking opportunities; and
 - d) third party external service providers or consultants including professional advisors, lawyers, accountants, auditors or IT providers in order to manage the Grant and / or evaluate The Foundation's existing grants.
33. The Recipient shall ensure the Grant Application Data, including the contact details of The Recipient or lead contact, are kept up to date and accurate and will inform The Foundation of any changes. In the event The Foundation is legally required to delete contact details of a lead contact or other person at The Recipient, or where those contact details are no longer relevant, The Recipient shall supply The Foundation with details of alternative contacts.
34. The Recipient shall ensure all relevant privacy notices are provided to all relevant Data Subjects in respect of the processing of the Grant Application Data.
35. The Foundation may use third parties located outside the UK or EU/EEA to process Grant Application Data on their behalf, for example The Foundation uses Form Assembly, located in the US, to process electronic forms. Where Grant Application Data is transferred outside the UK, EU or EEA countries, The Foundation will ensure suitable safeguards are implemented to ensure compliance with applicable data protection laws.

Artificial Intelligence

36. The Recipient shall inform the Foundation of any use of artificial intelligence (such as generative AI or machine learning) in producing its Grant application or in subsequent reporting, monitoring and evaluation (as set out in paragraphs 14 to 22). The Recipient shall detail the type of artificial intelligence used and any relevant safeguards they have considered and implemented.

Compliance with the Law

37. The Recipient shall comply with the requirements of relevant data protection laws - the Data Protection (Jersey) Law 2018 and Data Protection Authority (Jersey) Law 2018 (together the JDPL) and the Data Protection (Bailiwick of Guernsey) Law, 2017 (the GDPL), the UK Data Protection legislation.

38. The Recipient shall acquire and maintain employer's liability and public liability insurance.
39. The Recipient shall not, as a provider of services or as an employer, unlawfully discriminate directly or indirectly against others. 'Discriminate' means when one person (A) treats another (B) less favourably than they would treat others, due to a protected characteristic that B may have. A protected characteristic includes, but is not limited to:
- a) age, disability, gender reassignment, pregnancy and maternity, race, sex and sexual orientation in Jersey
 - b) race, disability, carer status, sexual orientation and religion or belief in the Bailiwick of Guernsey
 - c) age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation in the UK.
40. The Recipient shall ensure that slavery and human trafficking is not taking place in any part of its business and supply chain and shall notify The Foundation immediately if it becomes aware of any actual or suspected incidents.
41. The Recipient shall comply with all other applicable laws and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with these Terms.

Good Practice

42. The Recipient shall seek to undertake its activities with regard for the environment, and The Foundation may, at its discretion, seek to discuss improvements that The Recipient can make to its activities in order to reduce the impact on the environment.
43. The Recipient shall use its best endeavours to ensure that its staff and volunteers are not placed in a position where there is or may be an actual or potential conflict between the personal interests of staff and volunteers and the requirements of these Terms.

Developmental Support Terms and Conditions

44. If The Recipient is awarded a Grant by The Foundation, The Foundation will also offer additional development (currently referred to as "**Developmental Support**").
45. The terms applicable to this Developmental Support are set out in Appendix 1. Appendix 1 will ONLY apply if The Recipient accepts Developmental Support from The Foundation.

Miscellaneous

46. The Recipient shall contact the Executive Director, Lloyds Bank Foundation for the Channel Islands at jlepoidevin@lloydsbankfoundation.org.uk or on 01481 706360 with any queries about The Recipient's Grant (including details on how to request a copy of The Recipient's contact information) or to make a complaint about our use of The Recipient's data.
47. These Terms and any non-contractual obligations arising out of or in connection with them will be governed by the law of England and Wales.

48. The parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms.

APPENDIX 1:

The following terms and conditions will form part of these Terms in the event that The Recipient wishes to receive Developmental Support from The Foundation. By agreeing to the Terms, you are agreeing to the terms of this Appendix 1.

1. Provision of the Developmental Support is free of charge to The Recipient. However, in some cases, there may be travel / accommodation costs for The Recipient organisation's staff which will need to be met by The Recipient. In such instances, The Foundation will make it clear in advance that it will not be responsible for these costs.
2. The Foundation will share contact details of the relevant Recipient team member managing the Grant with external providers to enable them to deliver support agreed as part of the Developmental Support.
3. Acceptance of Developmental Support will signify The Recipient is prepared to commit the necessary time to working with The Foundation or third-party providers.
4. If The Recipient does not commit the necessary time/resource to the support being offered, the Developmental Support may be withdrawn at The Foundation's discretion.
5. The Recipient will be required to acquire and maintain the appropriate insurance and to safeguard any visitors to their premises.
6. The Recipient will be required to fill in simple forms and/or surveys regarding the support provided so that The Foundation can quality assure the third-party providers used, further develop the support available and determine the impact of any support.
7. The Recipient agrees to engage in a mid-grant learning conversation with the Executive Director to support The Foundation's learning about the impact of the development support provided, and ways to improve this.
8. From time to time The Foundation will carry out an independent evaluation of the Developmental Support. The Recipient will be required to participate in any such evaluation.

Grant Terms and Conditions: Core Grant Programme 2025 and Developmental Support

for [charity name] ('The Recipient'), Reference: [reference number]

Acceptance Form

- If The Recipient accepts the Grant, the Grant Terms and Conditions attached to this Acceptance Form must be signed by The Recipient's authorised representative or equivalent and submitted to The Foundation. The signatory must have the appropriate delegated authority to sign the document. To accept the Terms please use the e-signature link that was sent to you in our cover email for this letter.
- Please note that we cannot release the payment of the Grant until we have received the accepted Terms.
- Please upload a redacted bank statement to confirm your bank details of the account the funds are to be paid into through the grant acceptance e-signature link that was sent to you in our cover email.

Developmental Support

- The Foundation offers additional Developmental Support once the Grant has been accepted by The Recipient. This includes a range of charity support and development opportunities delivered via our trusted partners including colleagues in Lloyds Banking Group. Developmental Support might include mentoring, access to charity response forums, the skills exchange, or access to courses and peer support networks.
- Most organisations funded by The Foundation take up some kind of Developmental Support and the Foundation will work thoughtfully with you, at your pace to put together a plan you can build on based on your organisation and your needs.
- The Terms attached to this cover letter contain an Appendix 1 with terms and condition applicable to this Developmental Support. We ask that you agree to these terms and conditions now in order to make the commissioning of such support more efficient once any needs have been identified and agreed upon with The Recipient.