

Standard Terms for Grants: – Trainhugger Grants for Resilient Woodlands and Treescapes

Definitions

'we', 'us', 'our' – the Royal Forestry Society (who administer the Trainhugger Grants for Resilient Woodlands and Treescapes).

'you', 'your' – the organisation awarded the Grant as set out in the *Grant Notification Letter* and any organisation which agrees to be a joint grantee and to comply with the *Grant Contract*.

Additional Grant Conditions – any additional grant conditions set out in your *Grant Notification Letter*.

Application – your completed *Application* form and any documents or information you send us to support your request for a grant.

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application*.

Grant – the amount set out in the *Grant Notification Letter*.

Grant Contract – made up of the

- *Application*;
- *Grant Notification Letter*;
- *Standard Terms of Grant*; and
- *Any Additional Grant Conditions*.

Grant Notification Letter – the letter confirming our *Grant* to you.

Permission to Start Form – the form you submit to us requesting permission to start the *Project*.

Permission to Start – our written confirmation that you may start the *Project*.

Programme Application Guidance – the document setting out the scope of the programme and how to apply.

Project – the purposes we have approved as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Grant Notification Letter*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Form - the report you must send to us once your trees are planted.

Project End Date – the date by which you must achieve the *Approved Purposes* as set out in the *Grant Notification Letter*.

Project Start Date – the date on your *Grant Notification Letter* (determines the *Project End Date*).

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the *Grant Contract* set out in the *Grant Notification Letter*.

Third Party – any owner of *Third Party Property*.

Trainhugger

Third Party Property – any property identified in the *Application* that belongs to or is controlled by a *Third Party*.

Achieving the Approved Purposes

1. You must only use the *Grant* for the *Approved Purposes*, unless you agree changes to your project with us in writing beforehand. You must achieve the *Approved Purposes* before the *Project End Date*. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *Grant Notification Letter*, address any issues we identify in the course of monitoring,

Project Monitoring

2. You must give us any progress reports and financial or other information and records we may need from time to time on the *Grant* and the *Approved Purposes* (and achieving them).
3. In some cases, we may need to carry out a visit to audit your tree planting *Project*. You must allow us (or anyone we authorise) to have any access we may need to inspect any tree planting work, for up to four years after the date on which you are paid your grant. In these cases, we will give you notice. You will report on the progress of the *Project* at times agreed with us (before making a claim and at the end of the *Project*, unless otherwise agreed in writing).
4. We use the evidence you send us to monitor the progress of the *Project* and will may carry out checks at the end of the *Project* to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 3, you must take those recommendations into account when meeting your obligations to us.
5. You must take appropriate steps to monitor your own success in achieving the *Approved Purposes*. On completing the *Project*, you must submit your *Project Completion Form*. If we do not receive a *Project Completion Form* from you within 6 months of the *Project End Date*, we reserve the right to request repayment of some or all of your grant.

Publicity and acknowledgement

6. We may make the purpose and amount of the *Grant* public in whatever way we think fit. However, *Personal Data* or *Sensitive Personal Data* as defined by the *General Data Protection Regulation* (GDPR) will not be made public without consent, except where you send us images (as set out in paragraph 7).
7. You must provide us with high resolution digital images in electronic format of the *Project*. You give us the right to use those you provide us with at any time, including putting them into a digital format, cropping and recolouring them. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Grant payment and repayment

8. We will, up to the *Project End Date*, pay you the *Grant* in line with these *Standard Terms of Grant* as long as:
 - The Royal Forestry Society continues to operate as a charity, and enough funds are made available to us by our partners; and
 - we are satisfied that you are achieving (and will continue to achieve) or have achieved the *Approved Purposes* in line with these *Standard Terms of Grant* and that you are spending the *Grant* in proportion to any other funds you receive from other sources for the *Approved Purposes*.

9. You acknowledge that the *Grant* is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason, unless agreed with us in writing.
10. You must repay to us immediately any *Grant* that we have paid you if:
 - you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;
 - you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - you have acted negligently in any significant matter or fraudulently in connection with the *Approved Purposes*;
 - any competent authority directs the repayment of the *Grant*;
 - there is a significant change in your status;
 - you knowingly withhold information that is relevant to the content of your *Application*;
 - you do or fail to do anything that brings the RFS, the RSFS or Trainhugger into disrepute, or which we consider for any reason puts our funds at risk, or we terminate or suspend any other grant we have given you;
 - you fail to make good progress with the *Project* or are unlikely in our view to complete the *Project* or achieve the outcomes agreed with us; or
 - you fail to keep to any of these *Standard Terms of Grant*.

General terms

11. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.
12. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of Grant* and to give us the rights granted to us under them.
13. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.
14. We may rely on any of our rights under these *Standard Terms of Grant* at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these *Standard Terms of Grant*.
15. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.
16. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been given if personally delivered by hand, post or email to the address or email address for service of the relevant party.
17. Any documents you need to send us under these *Standard Terms of Grant* are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
18. The term of the *Grant Contract* will last for the period set out in the *Grant Notification Letter*.
19. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.