

Terms and Conditions: Armistice and Armed Forces Community Integration programme

This Agreement is important. It sets out the standard legal conditions of our offer to you. You accept that these standard terms and conditions are not negotiable.

This is a legal document and you should ensure that you fully understand your responsibilities before applying for this Award from us.

Definitions

“You” and “your” means the organisation applying for an Award from the Armed Forces Covenant Fund Trust subject to these terms and conditions.

“We”, “us” and “our” means the Armed Forces Covenant Fund Trust (‘the Trust’) and includes our employees and those acting for us.

The ‘Event’ means the Armistice commemoration event that you are asking/have asked us to support with an Award, as set out in your application form.

The ‘Award Agreement’ includes and incorporates:

- these terms and conditions;
- the Offer email which sets out any additional conditions; and
- your application

1 The Award

You acknowledge that you will receive the silhouettes for the beneficiaries of the community for whom you are applying and therefore you must use the silhouettes primarily for this community.

The number of silhouettes to be awarded may be different to the amount that you applied for, and will be confirmed in the Offer email

The Award Agreement will come into force on the date that we send the Offer email to you.

You must tell us promptly about any changes to information you have given us and you must make sure that the information we hold about your organisation is always true and up to date.

2 The Event and the Silhouettes

You must hold the Event within one month of the date proposed in your application and before the end of 2018.

You will keep the silhouettes safely and in good repair and condition in order that they can be used for your Event and retain them for use in the future. If the asset is damaged, destroyed or stolen before 30 November 2018 you must tell us in writing.

You must not allow the silhouettes to be defaced or displayed in any way that might cause offence or distress to anyone.

3 Information, marketing and publicity

You will acknowledge the Covenant Fund in publicity about your event and in relation to the use of the silhouettes in the future.

You should incorporate verbal and written acknowledgment of our support into your communications.

You hereby give us, and our partners in this programme the charity Remembered (which is running the There But Not There project) permission to use, in our sole discretion and as we think fit, any materials produced for or by you in relation to the Event and display of the silhouettes. You hereby grant us a non-exclusive, worldwide, royalty free perpetual licence to reproduce part or all of the material you send us relating to your Event as we may reasonably require for marketing, publicity, research and evaluation and reporting purposes.

Any photographs or filmed material that you intend to use for publishing in any media must have the expressed consent of individuals who can be identified in them.

4 You agree that

You will ensure that you are at all times correctly constituted and that you can deliver the Event under the terms of your constitution and if asked by us you will provide a legal opinion from your solicitors confirming this.

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 Event

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, the Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory body.

You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Event's completion.

You will provide us with a full report on the Event within three months of completing it, using the report form which we will send to you.

5 General conditions

If you fail to meet any term and/or condition of the Award 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 Award Agreement only if we tell you in writing.

We will not be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You are fully responsible for every part of the delivery and content of the Event or for your organisation and the decisions about them. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

You accept that we may share information about your Award with any parties of our choice as well as with members of the public under the Freedom of Information Act 2000.

Your Award is made using public funds. The Freedom of Information Act gives the public access to information held by public bodies. The Armed Forces Covenant Fund Trust follows the spirit of openness within the Freedom of Information Act, and if a member of public asks for information regarding how grants are spent we may share details of your application or grant monitoring with them.

We will hold your data in line with data protection legislation and will use the information that you give us in order to assess and manage your grant.

Details of the Award may be broadcast on television, on our website, in newspapers and through other media.

You may not sell, or give away, or transfer the silhouettes to another organisation or individual before your event without prior agreement from us.

We may reject any future application from you to other programmes we run if you do not comply with these terms and conditions or we judge that you did not handle the Award adequately or if you failed to complete any requests for information we made to you.

We hold and store your information in line with the Data Protection legislation currently in force and in line with our Data Protection Policy. Please read our full policy published on our website. This policy may be updated from time to time. There are circumstances where we will share the information you have provided to us in this application in line with the limitations of legislation. We may share information with organisations and individuals with a legitimate interest in funding applications and grants or specific funding programmes. This includes government departments and research organisations. It also includes the sharing of information related to the expenditure of public funds. We will share information with Remembered, who operate There But Not There to arrange for delivery of your silhouettes. Information about your grant may be used for publicity purposes

We will use the information you give us during assessment and during the life of your grant (if awarded) to administer and analyse grants and for research purposes. We will keep in contact with you throughout the life of your grant and we may send your regular email updates. These will contain useful information on a range of things including how to publicise your grant and good practise ideas. You can choose to register for general updates from us regarding other funding programmes.

6 Breach of these terms and conditions

If you fail to meet any of these terms and conditions, we may, in our absolute discretion require you to return the silhouettes.

We may recover the silhouettes if any of the following events occurs:

- your organisation closes down (unless it joins with, or is replaced by, another organisation that can carry out the Event);
- you do not follow our reasonable instructions;
- you do not carry out the Event before the end of November 2018
- you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

7 Termination of the Award Agreement

These terms and conditions and the Award Agreement remain in force until you have submitted an acceptable report and evidence on your Event