

XX {Insert recipient's name} (1)
and SURREY WILDLIFE TRUST (SWT) (2)

EXAMPLE GRANT AGREEMENT

For {Insert project title}

CONTENTS

- 1) Grant amount and purpose of grant
- 2) Commencement and completion
- 3) Changes to conditions
- 4) Monitoring and reporting to the Trust
- 5) Termination
- 6) Signatories

THIS AGREEMENT is made on the {insert date} day of {insert month} {insert year}

BETWEEN

(1) SURREY WILDLIFE TRUST (Company Number of School Lane, Pirbright, Surrey, GU24 0JN (the "Trust")

(2) {Insert community group name and address} (the "Grantee")

1. GRANT AMOUNT AND PURPOSE OF GRANT

The sum of {insert amount} which (subject to this Agreement) the Trust is prepared to pay to or at the direction of the Grantee in accordance with the Application.

The purposes for which the Grantee has requested the Funding is set out in the Application.

The payment is a grant for VAT purposes and nothing within this agreement constitutes a contract for services between the Trust and the Grantee.

2. COMMENCEMENT AND COMPLETION

This Agreement will commence on the date of this Agreement (unless otherwise agreed) and terminate when the Grantee has complied with all of its obligations under this Agreement unless terminated earlier as provided in this Agreement.

The Grantee will complete the project by 30th September 2024. No extensions can be provided due to the project completion date of the Nextdoor Nature project, as set out by the National Lottery Heritage Fund.

3. CHANGES TO CONDITIONS

The provisions contained within the Conditions are deemed to have been incorporated into this Agreement in their entirety. Where Funding is paid in instalments and the Trust changes its Conditions after an instalment is paid, the Trust shall notify the Grantee of the new Conditions and, unless the Grantee promptly objects in writing to such changes, the new Conditions shall apply to any further instalments of Funding to be paid, and, to that extent, this Agreement shall be deemed to be varied.

4. MONITORING AND REPORTING

The Grantee shall provide as soon as possible to the Trust such information as is requested by the Trust in respect of the Funding after the fulfilment of the Project in order to monitor the progress of the matter including, without limitation, providing copies of receipts demonstrating expenditure, project records and evaluation, plans, drawings, photographs and other data.

The Grantee shall submit a project report plus receipts for expenditure by 13th October 2024.

5. TERMINATION

The Trust shall have the right at all times by giving notice in writing to the Grantee to terminate the Agreement forthwith or, at the Trust's discretion, to suspend or cancel any payments of Funding if:

- the Grantee fails to comply with the Agreement or any requirement;
- any work or activities for the Project have already taken place. Retrospective work cannot be funded
- the Grantee fails to obtain landowner permission. Evidence of permission will be required as part of the Application
- the Grantee fails to obtain planning permission if it is required to carry out the Project. If planning permission is required, then evidence of permission will be required as part of the Application
- the Grantee fails to apply the Funding for the Project purposes or (without Trust consent) materially delays the use of such Funding for the Project
- it shall appear to the Trust that the Project for which the Funding is intended is unlikely to be carried out;
- any part of the Funding shall cease to be invested or spent in accordance with the Project purposes;
- there is a change in the ownership of the Grantee which results in a change of control;
- it shall appear to the Trust that the Application was completed fraudulently, negligently, incorrectly or is misleading in any material particular;
- the Grantee has acted fraudulently or negligently during or made any misrepresentation prior to the performance of the Project for which the Funding has been contributed;
- the Grantee has acted in a manner which the Trust in its reasonable opinion decides is likely to bring the Trust or any of its funders into disrepute;
- the Grantee shall enter into any voluntary arrangement with his or its creditors;
- the Grantee (if a company) becomes subject to an administration order or passes a resolution (otherwise than for the purposes of amalgamation or reconstruction) for the winding up or dissolution of the Grantee or a court of competent jurisdiction shall make an order to that effect;
- the Grantee (if an individual or unincorporated body) becomes bankrupt;

- the Grantee shall have a receiver or administrative receiver appointed of it or over the whole or any part of its undertaking or assets or otherwise is or becomes insolvent;

- the Grantee ceases to function or to operate or to carry on its published activities.

Upon termination for whatever reason, the Trust shall, without limitation to any other remedy which may be available to it, in addition to being entitled to withhold any of the Funding not yet contributed, be entitled to recover any of the Funding contributed which would be recoverable under the Regulations, and shall be free to apply such Funding elsewhere. Termination of the Agreement shall not affect any continuing obligations of the Grantee in respect of Funding payments already made to the Grantee.

6. SIGNATORIES

SIGNED for and on behalf of SURREY WILDLIFE TRUST

.....

Signature.....

Full Name (Blocks).....

Position Held.....

Date signed.....

SIGNED for and on behalf of {insert name}

Full Name (Blocks).....

Position Held.....

Date signed.....

It is your responsibility to ensure you have all the correct permissions or licenses before carrying out any work on your site. Select the box to agree