

Support Contribution Grant Policy

Document Control

Item	Detail
Policy Title	Support Contribution Grant Policy
Document Reference	ORG/FIN/006
Version	1.0
Effective Date	
Next Review Date	

1.0 Purpose and Legal Basis

The ageing of our beneficiary community brings an escalating need for assistance with ongoing care costs. This revised policy establishes a robust, fair, and sustainable framework for managing this need, moving from an ad-hoc system to a clear and consistent process. The policy sets out the Terms and Conditions that govern all grants awarded from the Support Contribution Grant Scheme, forming a legally binding agreement between the charity and the individual receiving the grant (the Beneficiary).

The legal and constitutional basis for this agreement is grounded in the charity's constitutional mandate under Clause 3(3) to "provide financial assistance and support by way of grants...in deserving cases of need." These terms ensure compliance with the Charities Act 2011 by establishing robust controls over charitable funds and is structured to be fully compliant with the principles of UK charity and contract law, ensuring all agreements are fair, reasonable, and enforceable. This document outlines the scope, principles, and specific conditions that apply to every grant awarded for ongoing care support.

2.0 Scope

A clear scope is essential for the consistent and fair application of these terms and conditions to all grant applicants.

These Terms and Conditions apply to all grants awarded from the Support Contribution Grant Making to individuals who are part of the Beneficiary Community. The beneficiary community is formally defined in Clause 3(1) of the charity's Constitution. The following principles form the basis of the grant agreement and the relationship between the charity and the beneficiary.

3.0 Grant Agreement Principles

These principles form the foundation of a fair and transparent grant making relationship, ensuring that all decisions balance compassion for our beneficiaries with the charity's duty of responsible stewardship over its funds.

- **Defined, Time-Limited, and Proportional Support:** All grants are awarded for a fixed term of 12 months and are calculated as a proportion of a demonstrable financial shortfall (the "care gap"). This approach ensures fairness and avoids creating unmanageable, open-ended financial liabilities for the charity.
- **Evidence-Based Financial Assessment:** All applications are subject to a rigorous financial assessment based on independently verified information, such as a local authority financial assessment. This ensures that charitable funds are directed to those with the greatest demonstrable need.
- **Cost-Effective and Appropriate Care:** The charity will only fund care solutions that are both suitable for the beneficiary's assessed needs and represent an economical option. This ensures that charitable funds are used as responsibly and efficiently as possible.
- **Exhaustion of State Funding Avenues:** Charitable funds will only be considered after all potential avenues for statutory funding have been thoroughly explored. This includes a mandatory requirement to pursue an assessment for NHS Continuing Healthcare (CHC) before an application can be approved.
- **Purpose Limitation:** The Grant must be used exclusively for the specific purpose detailed in the Offer of Support document provided by the charity.
- **Accountability:** The Beneficiary agrees to provide, upon reasonable request, evidence and information to demonstrate how the Grant was used.
- **Integrity:** The charity maintains a zero-tolerance approach to fraud and the misuse of funds. All grants are awarded and managed in strict accordance with the charity's formal Anti-Fraud Policy.

To ensure consistent application of this policy, it is essential that all parties share a common understanding of the key terms involved.

4.0 Definitions

Clear definitions are vital for the correct and consistent interpretation of this policy by the charity and its beneficiaries.

Term	Definition
The Charity	The Charitable Organisation described in the charity constitution.
The Beneficiary	The individual grant recipient who is a beneficiary as defined in Clause 3(1) of the charity constitution. Or the legal guardian or person with Lasting Power of Attorney relating to the individual.
The Grant	The financial assistance provided by the charity is detailed in the Offer of Support.
Offer of Support	The formal document from the charity to the Beneficiary outlining the specific purpose, value, and any unique conditions of the Grant.
Intellectual Property	Material developed or explicitly produced as a commissioned output of the grant agreement (e.g., research reports, educational materials, or heritage content).
Care Gap	The demonstrable financial shortfall between an individual's own resources (including state provision) and their essential care costs.
NHS Continuing Healthcare (CHC)	A package of ongoing care arranged and funded solely by the NHS for individuals assessed as having a "primary health need." This funding is not means-tested and covers the full cost of care.
Local Authority Financial Assessment	The objective, independently verified document produced by a local authority that details an individual's financial situation for the purpose of assessing their contribution to care costs.

5.0 The Terms and Conditions

This section contains the detailed, legally binding conditions of the grant agreement. The Beneficiary's formal acceptance of the Offer of Support constitutes a binding agreement to these terms.

5.1 Application and Assessment

- Applicants must complete a dedicated application form designed specifically for ongoing care costs.
- Applicants are required to provide a complete and current copy of their local authority financial assessment, which will serve as an independently verified baseline for the charity's assessment.
- Applicants must provide evidence that the NHS Continuing Healthcare (CHC) assessment process has been initiated and pursued.
- Where a CHC application has been denied, the charity will require evidence that any reasonable appeal opportunities have been pursued before charitable funding will be considered.
- The formal decision to offer the Grant will be made by a dedicated Grant Panel, which is appointed directly by the Board of Trustees. This panel will undertake a rigorous assessment of all aspects of the application, including the application materials and the charity's governance requirements. This detailed consideration is crucial to ensuring that the grant decision is appropriate, legally defensible, and meets the primary duty of demonstrating clear Public Benefit and achieving the charity's Charitable Purpose. The framework of a specific Grant Panel deliberation is designed to provide the tools necessary to make consistent and defensible decisions regarding grants

5.2 Grant Calculation and Limitations

- The value of any Grant awarded is constrained within the available funds allocated by the board of trustees for the Support Contribution Grant Scheme during the charities annual accounting period and within this will be calculated as a predetermined percentage of the Beneficiary's demonstrable "care gap".
- The Grant calculation will be benchmarked against the most economical, equally suitable care option available to ensure responsible stewardship of charitable funds.
- All Grants will be awarded for a fixed period of 12 months.
- Any further funding beyond the initial 12-month period is subject to a new application and a full mandatory review of the Beneficiary's needs and financial circumstances.

5.3 Payment and Conditions

- The Grant will be paid directly by the charity to the suppliers of the agreed services.
- No cash payments will be made directly to the Beneficiary.
- No payments reimbursing the Beneficiary for costs they may have incurred before the Offer of Support will be made, save where the charity has explicitly agreed such retrospective funding in writing due to exceptional, time-critical circumstances, and this is appropriately documented.

5.4 Use of the Grant

- The Grant must be used only for the long-term personal care support purpose stated in the Offer of Support.
- The Grant must not be used to pay for goods or services that are being funded by another organisation, such as the state or another charity.
- Any part of the Grant that is not used for the agreed purpose must be returned to the charity.
- Following the 12-month grant period, the beneficiary may make a new application under the Support Contribution Grant Scheme.

5.5 Reporting and Monitoring

- The Beneficiary must inform the charity promptly of any issues or problems that may affect the delivery of the agreed purpose.
- Upon request, the Beneficiary agrees to provide the charity with all reasonable documentation, evidence, and explanations to assist with monitoring the use of the Grant.
- The Beneficiary agrees that the charity and its representatives may discuss the care provision and costings directly with the Beneficiary's care provider to verify details and ensure the appropriate use of funds.

5.6 Communications and Intellectual Property

- An acknowledgement of the source of the Grant must appear, where agreed with the charity, in any publicity or literature concerning the project. This requirement shall be waived if the Beneficiary has requested or been granted anonymity or confidentiality regarding the grant provision.
- Intellectual property and related material developed or produced specifically as commissioned output by this grant agreement (such as research reports or educational materials) will be the property of the charity.
- Intellectual property arising incidentally from the provision of non-commissioned goods or services shall remain the property of the Beneficiary.

5.7 Suspension, Termination, and Repayment

- The charity may suspend or terminate the Grant if it has reasonable grounds to believe that the Beneficiary has engaged in fraudulent activity, has misused the Grant, or is otherwise in material breach of this agreement.
- If the charity terminates the grant due to a material breach, the Beneficiary must promptly refund the value of the provision already delivered, which has been misused, unspent, or cannot be satisfactorily accounted for.
- Should the beneficiary no longer require the care funded under the grant before the expiry of the funded period the value of the remaining provision must be returned to the charity as soon as is reasonable practicable.

5.8 General Conditions

- The charity accepts no liability for any consequences, whether direct or indirect, that may arise from the use of the goods and services provided under the Offer of Support.
- Nothing in this clause shall limit or exclude the charity's liability for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

5.9 Complaints and Appeals

- The decision of the Honorary Life President on an internal appeal is final for the purpose of the charity's internal appeals procedure.
- If, following the conclusion of this internal process, the Beneficiary remains dissatisfied with the outcome, they retain the right to escalate the matter to the Charity Commission for England and Wales (for complaints relating to governance) or the Information Commissioner's Office (ICO) (for complaints concerning the handling of personal data).
- For the complete, detailed procedure for lodging a complaint, the Beneficiary is directed to consult the following formal policies:
 - Complaints Handling Policy (ORG/GOV/004)
 - Complaints Handling Policy (Data Protection) (ORG/DP/017)

6.0 Roles and Responsibilities

This agreement is based on a clear understanding of the duties of each party.

Party	Responsibilities
The Charity	<ul style="list-style-type: none"> ● To process payments to services promptly. ● To handle all personal data in accordance with UK GDPR and the charity's Privacy Policy ● To apply these terms and conditions fairly and proportionately ● To manage all complaints and appeals in line with its formal, public-facing policies
The Beneficiary (The Grant Recipient)	<ul style="list-style-type: none"> ● To use the Grant exclusively for the purpose detailed in the Offer of Support. ● To provide information for monitoring and evaluation upon reasonable request. ● To report any significant problems or changes in circumstances to the charity promptly. ● To adhere to all the terms and conditions outlined in this agreement.

7.0 Acceptance and Commencement of the Grant Agreement

These Terms and Conditions, together with the specific Offer of Support provided to the Beneficiary, form the entire agreement between the Beneficiary and the charity. The agreement commences and becomes legally binding upon the Beneficiary's formal acceptance of the Offer of Support in writing.

8.0 Grant Monitoring and Duration

These terms and conditions apply for the whole duration of the grant period as specified in the Offer of Support. The charity reserves the right to monitor the outcomes of the grant for a period of up to three years following the final provision of goods or services, in line with its statutory record-keeping duties and data retention policies.

9.0 Related Policies

This agreement operates within the broader governance framework of the charity. The Beneficiary's engagement with the charity is also governed by the principles set out in several key public-facing policies, including:

- Anti-Fraud Policy (ORG/FIN/005)
- Complaints Handling Policy (ORG/GOV/004)
- Complaints Handling Policy (Data Protection) (ORG/DP/017)
- Privacy Policy (ORG/DP/007)
- Photography and Images Policy (ORG/DP/015)