

General Grant Making Policy

Document Control

This section provides the formal control and versioning information for this policy, ensuring its currency and accountability within the charity's governance framework.

Item	Detail
Policy Title	General Grant Making Policy
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This document sets out the principles and procedures that govern all grants awarded by the charity to ensure funds are applied effectively, transparently, and in direct support of our charitable mission.

1.0 Purpose and Legal Basis

This section establishes the strategic rationale for the policy and anchors it within its legal and constitutional foundations, ensuring that all charitable funds are used effectively, transparently, and solely for their intended purpose.

1.1 Purpose

The purpose of this policy is to set out the Terms and Conditions that govern all grants awarded from the General Grant Making Scheme. It forms a legally binding agreement between the charity and the individual receiving the grant (the Beneficiary) to ensure that funds are used fairly, accountably, and to protect the charity's assets.

1.2 Legal Basis

The legal and constitutional basis for this policy is grounded in the following principles:

- **Charitable Objects:** These terms directly support the charity's constitutional mandate under Clause 3(3) to "provide financial assistance and support by way of grants...in deserving cases of need."
- **Financial Integrity:** These terms ensure compliance with the Charities Act 2011 by establishing robust controls that prevent the misuse or misapplication of charitable funds.
- **Regulatory Compliance:** The agreement is designed to be fair, reasonable, and proportionate, adhering to the principles of UK charity and contract law that govern the relationship between a grant-maker and an individual beneficiary.

The following section defines the precise scope of this policy's application.

2.0 Scope

This section defines the universal application of this policy to ensure a consistent and compliant approach is taken across all grant making activities governed by these terms.

2.1 Individuals Covered

This policy applies to all grants awarded to individuals who are defined in Clause 3(1) of the charity's Constitution.

2.2 Activities/Data Covered

This policy applies to all grants awarded from the charity's 'General Grant Scheme'.

This scope underpins the charity's definitive position on grant making, which is articulated in the formal policy statement below.

3.0 Policy Statement

This section contains the formal declaration of the Board of Trustees' commitment to the principles that govern the grant making relationship, ensuring a process that is fair, clear, and focused on delivering the charity's mission.

The Board of Trustees of the charity is committed to upholding the following principles in all its grant making activities:

- **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 and the outcomes achieved.
- **Fairness:** The charity commits to applying these terms proportionately and with due regard to the individual circumstances of the Beneficiary, in line with its duty of care.
- **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.
- **Limitation:** Grants from the General Grant Scheme will not be made for personal care support unless such support is short-term in nature. Aside from exceptional circumstances, decided by the charity, Grants can not be used to fund goods and services available from state provision.

To ensure this policy statement is applied consistently, the following section defines its key terms.

4.0 Definitions

Clear definitions are essential for the consistent and correct application of this policy. The following key terms are defined in the context of the charity's grant making operations.

Term	Definition
The Charity	A Charitable Organisation as defined in the Constitution.
The Beneficiary	The individual grant recipient who is a beneficiary as defined in Clause 3(1) of the charity's Constitution.
The Grant	The financial assistance provided by the charity as 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).
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These definitions form the basis for the detailed operational procedures that must be followed.

5.0 Procedures

This section provides the core, step-by-step operational guide for adhering to this policy. These procedures represent the formal terms of the grant agreement, which becomes legally binding upon the Beneficiary's formal acceptance of an Offer of Support.

5.1 Procedure for Grant Consideration

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 Procedure for Grant Payment

- The Grant will be paid directly by the charity to the suppliers of the agreed goods or services.
- No cash payments will be made directly to the Beneficiary.
- No payments reimbursing the Beneficiary for goods or services 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.

5.3 Procedure for Use of Grant Funds

- The Grant must be used only for the charitable purpose stated in the Offer of Support.
- It must not be used to pay for goods or services that are being funded by another organisation (such as the state or another charity), nor for payment of any long-term care costs.
- Any part of the Grant that is not used for the agreed purpose must be returned to the charity.

- You may not use the Grant to pay for commitments entered into before the start date specified in the Offer of Support, save where explicitly permitted in writing by the charity in accordance with Clause 5.2.
- Following the receipt of a grant, a Beneficiary may not usually apply for further assistance under this scheme for a period of 18 months. This condition may be waived where the Beneficiary experiences a significant and dramatic change in their personal circumstances that creates an urgent need.

5.4 Procedure for Monitoring and Reporting

- 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 further agrees to grant the charity, subject to not less than fourteen (14) days' written notice and the Beneficiary's explicit, recorded permission, access to the funded provision or premise solely where necessary for monitoring and verification purposes (such as the inspection of installed equipment).
- The charity will ensure that all such monitoring respects the Beneficiary's privacy and dignity.

5.5 Procedure for 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.

5.6 Procedure for Grant 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.

5.7 General Procedures and Liabilities

- 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.

5.8 Procedure for 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/004)

Executing these procedures effectively relies on a clear understanding of the roles and responsibilities of each party.

6.0 Roles and Responsibilities

Clear accountability is vital for the effective execution of this policy and the underlying grant agreement. This section defines the key responsibilities of both the charity and the grant recipient.

Role	Assigned Responsibilities
The Charity	<ul style="list-style-type: none"> ● To process payments to suppliers 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	<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.

(The Grant Recipient)	<ul style="list-style-type: none"> ● 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.
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These responsibilities are embedded in the charity's operations through a structured implementation plan.

7.0 Implementation

This section outlines the practical steps the Board of Trustees will take to ensure this policy is effectively embedded into the charity's grant making operations.

- **Adoption and Timeline:** This policy is effective upon adoption by the Board of Trustees. Its terms become legally binding on a beneficiary upon their formal acceptance of an Offer of Support in writing.
- **Communication:** This policy will be communicated to all beneficiaries as part of the formal grant award process to ensure full transparency regarding the terms and conditions of the grant.
- **Training:** All Trustees will be briefed on their responsibilities under this policy to ensure consistent and fair application of its terms.
- **Resources:** The resources for implementing this policy are the grant funds as approved by the Board of Trustees for distribution from the General Grant Making Scheme.

The ongoing effectiveness of this policy will be ensured through a regular monitoring and review process.

8.0 Monitoring, Review, and Reporting

Ongoing monitoring is essential to ensure that this policy remains effective, compliant, and fit for purpose, and that grant funds are achieving their intended charitable impact.

- **Key Performance Indicators (KPIs):** The charity will monitor the use and outcomes of grants for a period of up to three years following the final provision of goods or services.
- **Reporting:** The outcomes of grant making activities, including any issues arising from the application of this policy, will be reported to the Board of Trustees on a regular basis.
- **Review Schedule:** This policy will be formally reviewed by the Board of Trustees at least annually to ensure its continued suitability and effectiveness.

This policy forms one part of a wider suite of governance documents that collectively protect the charity.

9.0 Related Policies and Documents

This policy operates as part of an integrated suite of governance documents that collectively protect the charity, its assets, and its stakeholders. It should be read in conjunction with the following policies:

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