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1. Definitions

- 1.1. **Applicant**
Means the individual or organisation applying for seed funding under this Agreement, including any authorised representatives acting on their behalf.
- 1.2. **Application**
Means the funding application and all information, documents, and materials submitted by the Applicant to the Charity.
- 1.3. **Award or Grant**
Means the financial contribution provided by TWC to support the approved Project.
- 1.4. **Charity**
Means The Women's Council, including its officers, trustees, employees, contractors, and authorised representatives.
- 1.5. **CII Course**
Means The Community Initiatives in Inclusion course which the Applicant must have completed in full to meet eligibility requirements.
- 1.6. **Funding Guidelines**
Means TWC's published criteria, eligibility rules, procedures and policies governing the assessment and award of grants, as updated from time to time.
- 1.7. **Host Organisation or Supporting Organisation**
Means the organisation through which the grant may be received, administered or delivered, where applicable, and which may support the Applicant in carrying out the Project.
- 1.8. **Instalment**
Means any partial payment of the Grant made by the TWC in accordance with the terms of this Agreement.
- 1.9. **Misuse of Funds**
Means any use of the Grant that is not expressly authorised under this Agreement, including but not limited to personal use, prohibited activities, unapproved changes to the Project, or use contrary to applicable law.
- 1.10. **Project**
Means the specific initiative, activity, or programme described in the Application and approved by the Charity for funding.
- 1.11. **Reporting Requirements**
Means the monitoring, updates, financial records, evidence, receipts, and other documentation the Applicant is required to provide under this Agreement.

2. Agreement

- 2.1. These Terms & Conditions form a binding agreement between The Women's Council, TWC (the Charity) and [Applicant Name] (the Applicant) as of [Date].

3. Eligibility

- 3.1. Applicants must be legally able to receive charitable funding in their home country.
- 3.2. Applicants must meet the eligibility criteria stated in the charity's funding guidelines.
- 3.3. Applicants must be aged 18 or over (or represented by an eligible organisation).
- 3.4. Applicants must have successfully completed both components of the CII course and may only apply in the calendar year following completion of the CII course.
- 3.5. Applicants can only apply for funding once they have completed their action plans and submitted to ADAPT.
- 3.6. Applications must be for funding that is in line with the charity's core principles.
- 3.7. Applicants should be part of an organisation or able to partner with a supporting organisation as charitable funding would be provided via an official organisation.
- 3.8. Applicants must have in place a current and up to date safeguarding policy for the protection of vulnerable individuals. Applicant must share this safeguarding policy with TWC to view at the time of applying.
- 3.9. Applicants must not have outstanding compliance issues, sanctions, or legal restrictions.

4. Application Requirements

- 4.1. All information submitted must be truthful, accurate, and complete.
- 4.2. Applicants must disclose any existing funding tied to the project.
- 4.3. Supporting documents may be required, including business plans, budgets, and proof of identity.
- 4.4. Submissions become the property of the charity and will not be returned.

5. Grant Award & Use of Funds

- 5.1. Funding decisions are made solely at the charity's discretion.
- 5.2. Seed funding must be used exclusively for the approved project.
- 5.3. Funds must not be used for:
 - Personal expenses
 - Debt repayment
 - Political or religious campaigning
 - Illegal activities
- 5.4. Funding can be utilised toward travel expenditure, where travel is necessary to deliver the provision of services of the project.
- 5.5. The charity reserves the right to issue funds in instalments.
- 5.6. Misuse of funds may result in immediate termination and repayment demand.

- 5.7. If successful, no further funding will be provided within a two-year period from the date of award.
- 5.8. Grant payments will only be made via international bank transfer through the utilisation of a regulated banking system to a verified bank account.
- 5.9. TWC will bear the cost of any transfer handling fees
- 5.10. TWC will issue the grant payment in local currency at the prevailing exchange rate against the British Pound on the agreed date the grant payment and/or instalment is due.
- 5.11. TWC may delay, withhold, or vary instalment amounts if reporting requirements are not met, if risk levels change, or if further checks are required.
- 5.12. The grant proceeds must be kept in a dedicated or clearly identifiable project account with appropriate financial controls, including dual sign-off where possible.

6. Anti-Fraud, Anti-Bribery & Anti-Corruption

- 6.1. The Applicant must comply with all applicable anti-fraud, anti-bribery and anti-corruption laws (including the UK Bribery Act 2010). Any suspicion of fraud or corruption may result in immediate suspension, termination and reporting to authorities.

7. Counter-Terrorism & Sanctions Compliance

- 7.1. Funds must not be used in any way that would breach applicable counter-terrorism, anti-money-laundering, or sanctions legislation.
- 7.2. The charity may conduct due diligence checks and may withdraw funding if compliance concerns arise.

8. Conflicts of Interest

- 8.1. Applicants should disclose to TWC at the time of signing this agreement any potential conflicts of interest, including personal relationships or financial interests that could influence the application or delivery of the project.
- 8.2. Failure to disclose may result in withdrawal of funding.

9. Monitoring & Reporting

- 9.1. Recipients must provide progress updates as requested.
- 9.2. Financial records and receipts must be retained for a minimum of 6 years.
- 9.3. The charity may require access to records for auditing purposes.
- 9.4. Failure to comply may result in suspension or recovery of funds.

10. Safeguarding

- 10.1. The Applicant must comply with all applicable UK safeguarding legislation and guidance, including where relevant:
- 10.2. Work with vulnerable adults
- 10.3. Work with children and young people
- 10.4. Applicants must disclose any safeguarding risks associated with the project.
- 10.5. The Charity may request DBS or equivalent checks where appropriate.

- 10.6. Safeguarding concerns may result in suspension, investigation, withdrawal of funding, and/or reporting to authorities.
- 10.7. Breaches of safeguarding requirements may result in repayment demands and termination.

11. Publicity & Acknowledgement

- 11.1. Applicants may be required to participate in reasonable promotional activity.
- 11.2. Recipients must acknowledge the charity's support in communications unless otherwise agreed.
- 11.3. The charity may publish details of the funded project (excluding confidential information).

12. Intellectual Property

- 12.1. All intellectual property remains with the applicant unless otherwise stated.
- 12.2. The applicant grants the charity a license to reference the project for reporting and promotional purposes.

13. Data Protection

- 13.1. Personal data will be processed in accordance with UK GDPR and the Data Protection Act 2018 and in accordance with the prevailing version of TWC's GDPR policy
- 13.2. Applicant information may be received, held and processed by TWC for the purposes of administering and evaluating the application, funding it if successful, and monitoring and managing the performance of the grant and activities, including audits and evaluations.
- 13.3. TWC may also use the information for knowledge-sharing, training, business process reviews and strategic impact reviews.
- 13.4. Applicant information may also:
- 13.5. Be disclosed to, held and processed by TWC for purposes connected with the application, award, administration, funding of the grant, publicity or commercial activities in relation to the grant or grant activities; and
- 13.6. Be used in inviting or administering donations or partnering commitments to support the application (if successful) or similar applications.
- 13.7. TWC may publish the name of the grant on its website, in annual reports, promotional material and publications.
- 13.8. TWC may contact all grant holders and host institutions via post, telephone or email in connection with the administration of the grant and activities or to assist TWC in pursuing its mission.

14. Change Requests / Material Changes

- 14.1. Any material change to the project, budget, delivery method, or key personnel must be approved in writing by the TWC.
- 14.2. Unapproved changes may constitute misuse of funds.

15. Risk Management

- 15.1. The Applicant must actively manage risks associated with the project and notify the Charity promptly of any issue that may impact delivery, safeguarding, financial integrity, or compliance obligations.
- 15.2. Neither party shall be liable for failure to perform obligations due to events outside reasonable control (e.g., natural disasters, war, pandemics). The Applicant must notify the TWC as soon as reasonably practicable.

16. Termination

- 16.1. The charity may withdraw funding if:
 - False information has been provided
 - Funds are misused
 - Reporting obligations are not met
 - Safeguarding obligations are breached
 - The project becomes unlawful or unviable
 - Unused or misused funds must be returned immediately upon request.
- 16.2. Should the applicant want to end the funding relationship through the duration of the project period, the applicant needs to provide notice in writing to TWC via email. The applicant should be mindful of future instalment dates and if an instalment has been paid in close proximity to the notice being received, TWC reserves the right to request that the latest instalment is returned back to TWC via bank transfer.
- 16.3. If the host organisation becomes insolvent, enters administration, or ceases to operate, the Charity may terminate the grant and request the return of unspent funds.

17. Liability

- 17.1. The charity accepts no liability for loss, expense, or damages arising from participation in the funding programme.
- 17.2. Funding is provided as a grant, not a loan or guarantee of future support.

18. Complaints

- 18.1. Complaints must be submitted in writing and will be handled in line with the charity's complaints procedure.
- 18.2. Funding decisions are final and not open to appeal.

19. Governing Law

- 19.1. This agreement is governed by the laws of England & Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England & Wales.

20. Acceptance

- 20.1. By submitting an application, the Applicant confirms they have read, understood, and agree to these Terms & Conditions.