Harold Stephens Community Fund Terms and Conditions

Terms and Conditions for participation in the Harold Stephens Community Fund – effective June 2025

By sending us your Application for funding from Harold Stephens Community Fund, you're agreeing to these terms and conditions as updated and amended from time to time.

Important: once you've submitted your Application, you cannot make any changes to the Project or your plans later on – unless you get our permission, in writing, before you change it. You can write to us at: **office@haroldstephens.co.uk**

In these terms and conditions:

Application means the form you filled in, asking us for funding.

Decision period means the period of time when Harold Stephens can choose which project they want to support (usually 1 month, but it can vary)

Grant means the money we give you.

Project means the project you've described in your application.

We, **us**, **our** means Harold Stephens Limited

You and **your** means the organisation you've named in your application.

The application process:

By filling in the Application you're applying for a Grant. But you accept that you might not be successful in your Application and our decision is final.

If we need any more information from you, we'll email you at the email address you've provided.

After we've reviewed all Applications, we'll choose 1 Project to support during each Funding Period (usually 6 months, but it can vary).

Unfortunately, because we get so many Applications, we cannot give everyone individual feedback on their Application.

We will transfer your Grant directly into your bank account, which must be in your organisation's registered name. We will usually make 1 payment, in full, within 6 weeks of you being informed that your application was successful, but this may vary depending on the timeframe need of your project.

The Grant your organisation will receive depends on the amount of funding applied for in the application, subject to a maximum of £500.

Who can apply:

To apply to Harold Stephens Community Fund, your organisation must be one of the following:

- A church or chapel that's an excepted charity
- Charity registered in the UK or Isle of Man
- Community Benefit Society (CBS)
- Community Interest Company (CIC)
- Co-operative Society
- Credit Union
- Social Enterprise
- Scouts, Guides or Woodcraft Folk groups
- Any other group that can prove they are not-for-profit. (You must provide evidence in your application form that your group is not run for private profit e.g. Governing Document).

Your cause and your Project also need to be in keeping with Harold Stephens objectives:

You can make an application if your Project:

- Reduces feelings of loneliness/social isolation among older people
- Enables older people in North-West Bristol to try a new activity
- Increases opportunities for new social connections to be made
- Improves accessibility of events for older people in North-West Bristol

We'll only consider one Application per Organisation, per Funding Period.

Contact details submitted on the Application must be those of the local people managing and delivering the Project applied for.

We will not consider any Applications which involve:

- Promoting any political activities or causes
- Promoting any religious beliefs (but we will consider projects led by religious organisations, if they're for the good of the whole community)
- Funding salaries and overheads that are not directly related to delivering the Project you are applying for
- Giving our Grant to other people or organisations (onward grant making)
- Projects that public authorities (for example, the council) are responsible for, by law
- Sponsored events
- Projects outside of the North-West Bristol demographic stated
- Projects which, in our opinion, could harm the reputation of Harold Stephens or the Community Fund.

If you're successful:

Any money you get from us is subject to the following terms and conditions.

1. Our contract with you

1. Your Application is approved when we write to you to confirm you'll be getting a Grant (which may be by email).
2. By accepting your Grant, you're also agreeing to be bound by these terms and conditions.

2. What you agree

1. Only you can spend your Grant. You can only use it to carry out your Project, which must be for charitable purposes and for the good of the whole community.
2. You agree to act in good faith (for example, you agree not to give us false, inaccurate or misleading information about your Project or use your Grant for anything other than what you've said you'll be using it for).
3. You agree:

    a) To keep clear and accurate records, showing exactly what you've spent your Grant on – and share them with us within five working days, if we ask you to
    b) To get whatever permissions you need (consents or approvals) before carrying out your Project, keeping them up to date and complying with them.

3. Giving period

1. If and when we approve your Application, Harold Stephens will be able to choose to support your Project from the start of the Funding Period.
2. You'll get your final Grant payment within 6 weeks of being informed your application was successful. We will pay this directly into your bank account.

4. Taking your grant back

We have the right to ask you to pay back all or any part of your Grant, if we think you've:

1. Spent all or part of it on anything other than the Project.
2. Used it in a way that goes against the aims of the Community Fund or these terms and conditions.

5. Progress reports

1. We'll ask you to report who benefits from your Project and how it's making a difference to their lives. You agree to give these reports to us promptly, in the form we've asked for.
2. We may use your reports for reporting purposes or to publicise the Community Fund.

3. If we ask to meet with a representative from your Organisation, they have to do it within a reasonable timeframe, as long as we give you reasonable notice.
4. You must also give us any extra information or documents we ask for (within reason) to prove that you've used your Grant in line with these terms and conditions.
5. We may ask you for updates after the Project is over, from time to time.

6. Publicity and marketing

1. We'll publicise the successful Projects in our office and online where appropriate, as part of our Community Fund promotion. You agree that we can use any of the information and images you've given us in any of our publicity or marketing – either within Harold Stephens, or outside (the media, or the general public).
2. You agree that we can edit or change the wording of any written content you give us, to fit our Harold Stephens tone of voice.
3. To aid the promotion of your cause, you agree to let your supporters and people in your community know that they can support your cause using (among other methods and where appropriate for your cause): posters in your community newsletters and emails social media (if your cause has a social media presence) website banners.
4. You agree to use the guidelines and resources provided in the 'Harold Stephens Community Fund Applicant information' document help you promote your involvement with the fund. You are responsible for taking an active role to promote your Project.
5. If you give us any photographs, logos, trademarks or other intellectual property rights, you grant us a worldwide, irrevocable (you can't take it back), perpetual (it's forever) licence to use, publish and reproduce them – in any media, anywhere in the world.
6. For any photos, logos, trademarks or other intellectual property rights you give us, you warrant and represent (you state) that:

- You – and only you – own them;
- You have the right to give us the licence to use them as we have described at clause 6.5 above;
- You have the permission of anyone who appears in a photo for us to use it;
- if any person in a photo is under 18, you have the permission of their parent or guardian for us to use it; and
- they don't infringe anyone else' intellectual property rights.

7. Ending our contract

1. Our contract with you will continue until you've spent all the money we've given you on the Project, and we've finished doing any marketing around it.
2. We may choose not to pay you any or all of your Grant and/or end our contract with you immediately if:

    a) You break any of these terms and conditions.

b) You stop trading or cannot pay your debts (for example, if you go into liquidation or come to an arrangement with your creditors)
c) You do something we think could do serious damage to our brand, our reputation or goodwill (whether it's connected to the project or not)
d) You aren't able to do what these terms and conditions say you have to do.

8. Your data

1. All the information and data you give us (including personal data as defined by the Data Protection Act 2018) about the Project will still belong to you (or your licensors), but you agree that we and our agents have the right to use it however we choose (for example: statistical analysis, market research, marketing and publicity, or auditing).
2. Before you pass data on to us, you need to tell whoever the data is about that we (and anyone working for us) will be able to see it and use it and you must get their consent for that.

9. VAT

At the moment, your Grant is not subject to VAT. If that should change, then the Grant you get will include VAT.

10. Other things you should know

1. You understand that we can only guarantee to pay you your Grant as long as there are enough funds in the Community Fund and as long as we continue to run the scheme.
2. You cannot transfer any part of the Grant out of the United Kingdom or Isle of Man (as applicable) or any of your rights under it to any other organisation or person – unless you have our permission, in writing, to work with them to carry out the Project.
3. We won't accept any changes to these terms and conditions, unless we've expressly agreed in writing that we will change them.
4. Wherever we've mentioned giving notice or telling you something in these terms and conditions, we'll do this in writing where appropriate. We prefer to do this by email unless the law says we have to do it by post. If we send it by first class post, we'll assume you've got it after two working days. If we do it by email, we'll assume you've got it at the start of the next working day (as long as it hasn't bounced back). **You can write to us** at: office@haroldstephens.co.uk. If you prefer to send us a letter, or you need to give us an official or legal notice, write to the 50 high Street, Westbury-On-Trym, BS9 3DZ. We'll write to you at the email address or postal address given in your Application.
5. These terms and conditions and the documents we've mentioned in them (including the Application) contain everything we've agreed with you about the Grant.
6. If a court decides that any part of these terms and conditions aren't enforceable in law, then the remaining terms and conditions shall remain in full force and effect.

7. We can change or vary these terms and conditions at any time and we will let you know if we do that. If we believe that any change we make will impact your cause or Project we will give you reasonable notice of the change in writing.
8. Your Grant, these terms and conditions and any disputes or claims that have anything to do with them will be governed by the laws of England and Wales. And the courts of England and Wales will have non-exclusive jurisdiction.

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