Art Fund_

Respond and Reimagine Grants
Terms and Conditions

The following conditions are attached to Respond and Reimagine Grants (the Grant):

1. APPLICATION OF THE GRANT
The Grant must be used only for the project or activities you have detailed as benefitting from the Grant on your Grant application form (the Project) and for no other purpose whatsoever (costs for staffing must relate to the Project).

2. VAT
The Grant is not a consideration for any taxable supply for VAT purposes.

2.1. You acknowledge that Art Fund’s obligation does not extend to paying any amounts in respect of VAT in addition to the grant.

2.2. If you are registered for VAT, or you subsequently become liable to register for VAT, you must keep proper and up-to-date records and you must make those records available and give copies to Art Fund when requested.

3. PAYMENT SCHEDULE
The Grant will be paid to you in the following stages;

3.1. 90% upon your returning to us a signed contract, completion of our questionnaire and an invoice for the amount being claimed.

3.2. 10% upon receipt by us of the evaluation report referred to in clause 4 below, a summary of expenditure (evidence of expenditure for amounts above £500 may be requested) and an invoice for the amount being claimed.

4. EVALUATION AND REPORTING

4.1. You will complete a pre-funding questionnaire prior to claiming the first 90% of your grant and submit an evaluation report when claiming the final 10%.

4.2. We are working with external consultants to evaluate this programme, we may request your participation in telephone interviews, survey activity or peer workshops.

4.3. We will publish and share data connected to your grant on 360 Giving as part of the Open Grants movement, this is in addition to our own channels.

4.4. We may agree a reporting schedule with you which will require you to update us at regular intervals against the outcomes of your Project and expenditure against the Grant.

5. ACKNOWLEDGING OUR SUPPORT
Our contribution to the Project must be acknowledged in all literature and/or other materials generated by you to publicise and around the Project including (but not limited to) press releases, webpages, e-communications, promotional film or video, press advertisements, posters, leaflets and brochures about the Project. You will make all reasonable endeavours to ensure any partner organisations do likewise.

6. Our contribution to the Project must be acknowledged through correct use of the credit line ‘with Art Fund support’ and, where possible, Art Fund’s logo. All uses of the logo must be submitted to us for approval prior to publication/printing. You agree to maintain on any web pages that you host in relation to the Project a link to Art Fund’s homepage at www.artfund.org. You will make all reasonable endeavours to ensure any partner organisations do likewise.
7. You will not use Art Fund’s name or logo in a way which may adversely affect the image of Art Fund or cause any negative publicity or otherwise damage or injure our reputation and standing.

8. You will arrange for our membership literature and display panels to be prominently displayed at all times in the main foyer of the museum, the size, design and location of the display panels to be mutually agreed. Supplies of our membership literature must be requested from us whenever necessary.

9. PUBLICITY AND IMAGES

9.1. You agree to work with us in good faith in order to showcase and promote the Project throughout the Project Period. Such activities might include (but are not limited to); facilitating visits for our supporters; online activity (including for example, online blogs and interviews) and features in our magazine Art Quarterly.

9.2. We each agree that all press releases, web or press copy or related publicity relating to the Project will be submitted to the other for prior written approval in advance of publication. We may publicise the amount and purpose of the Grant in whatever way we think fit, although we will consult with you in advance.

9.3. You also agree to provide us at regular intervals throughout the Project with a representative selection of high-resolution digital images illustrating the Project. These images must be suitable for publication and copyright cleared for use by us (where copyright is owned by a third party). Where copyright is owned by you, you agree to grant us a royalty free, irrevocable licence to use the images for all Art Fund purposes.

10. COLLECTIONS

You may need to sign Art Fund’s additional terms and conditions for any projects where works of art or objects are acquired or commissioned with support under the Respond and Reimagine Grants programme if we so wish.

11. COVID-19 GUIDANCE

You agree to have read and complied with the latest guidance and regulations issued by Public Health England and the UK Government in relation to COVID-19: Infection prevention and control guidance.

12. PERSONAL DATA

Art Fund may collect your personal data, please see Art Fund personal data policy for grant giving in our privacy and cookies policy on Art Fund’s website https://www.artfund.org/pages/privacy-and-cookies

13. TERMINATION

Art Fund will not be liable or responsible to you for any failure to perform, or delay in performance of, any of their obligations under these conditions that is caused by events outside their reasonable control (a “Force Majeure Event”). The obligation for performance under these conditions will be deemed to be suspended for the period that the Force Majeure Event continues, and you will have an extension of time for performance of the Project, if appropriate. Art Fund will each use their reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which their obligations may be performed despite the Force Majeure Event.

13. If any of the conditions set out in these conditions are breached in a material respect and (if capable of remedy) such breach is not remedied within 60 days, we reserve the right at our sole discretion to require that all or some of the Grant is repaid. We shall exercise this right by specifying in a notice in writing to you the amount of the Grant which is to be repaid. Any sum which is specified in the notice and is not repaid within 60 days of the date of the notice will bear interest charged on a daily basis at the then base rate of our clearing bank.