



Tesco Mobile's School & Online Safety Grant

Terms and Conditions of Grant

Definitions

"We" and "our" refer to the organisation receiving the Grant bound by these terms and conditions. "You" and "your" means Groundwork UK and includes our employees' and partner organisations. The "project" means the project that you have received as set out in your application and any supporting documents, and/or as varied by the Grant Agreement. The "Grant Agreement", which you have accepted and signed, includes and incorporates these standard terms and conditions and the signed Grant offer letter together with any other conditions we have agreed. We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and will come into force on the date that our Grant agreement is signed.

1. In general

1.1 We will use the Grant exclusively for the project. We will hold any unused part of the Grant in trust for you at all times.

1.2 We will inform you of any underspend within a reasonable time to discuss the appropriate use. We will notify you of any underspend as soon as we are aware, or no later than one month prior to the project completion date. We will not proceed with any underspent allocation of grants, without written permission from Groundwork UK.

1.3 During the period of the Grant project, we will act in a fair and open manner without distinction as to race, religion, language, age, gender, sexual orientation or disability, and in compliance with relevant legislation.

1.4 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.

1.5 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the Grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

2.1 We will get your **written agreement** before making any change to the project or to its aims, structure, delivery, duration or ownership.

2.2 We agree to make satisfactory progress with the project and **by the end of 2026** of receiving the **Grant offer letter**.

2.3 We will not use the Grant to pay for any spending commitments we have made **before** the date of the Grant Agreement unless agreed by you.

2.4 If we are awarded £1,000 grant funding will be transferred in its entirety. If we are awarded £20,000 grant, we understand that 75% of the Grant amount will be drawn down by us at the start of the project on return of the completed Grant acceptance confirmation and understand that the remaining 25% will be released upon **receipt and review of satisfactory end of Grant monitoring**.

2.5 We understand that Grant money will be transferred to our account within 20 working days of submission of the Grant acceptance paperwork (subject to our approval and required documentation correctly provided by us).

2.6 We will inform you of any offer of funding for this project from anyone else at any time during the project.

2.7 We will acknowledge the Grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support and the support of Tesco Mobile in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project. We understand that you will monitor our compliance with the guidelines and will take appropriate action if we breach these guidelines.

2.8 We hereby consent to any publicity about the Grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the Grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

2.9 We will tell you promptly about any change to information we have provided and will make sure that the information you hold is always true and up to date. **We will tell you promptly if there are changes to the main and secondary contacts. Any changes of contact must be school employees.**

2.10 We understand that if we are awarded £20,000 grant, we will host Internet Matters employees for an online safety workshop for pupils and teachers by the end of 2026.

2.11 Groundwork UK will share information with Internet Matters relating to the applicant's organisation and contact details in order to verify Digital Matters registration for all successful applicants, and to verify usage of the Managing Online Information module for schools awarded the £20,000 grant.

2.11 Groundwork UK will share marketing opt in data with Internet Matters, where applicants have selected to sign up to the Internet Matters teacher newsletter.

2.10 UK General Data Protection Regulation (UK GDPR)

Groundwork UK is the data controller and contract holder (ICO registration number Z6601182) responsible for personal data about Tesco Mobile's School & Online Safety Grant and approved School.

Groundwork UK does not trade personal data for commercial purposes and will only process your data if required by law, necessary to administer your Grant, or with your consent.

Groundwork UK uses the Blackbaud SKY Grant management system to store your personal data in order for us to administer your Grant. Blackbaud SKY data is hosted on Microsoft Azure servers within the EU.

How Groundwork UK will use your personal data

Personal data is information which relates to, or could be used to identify you or another person. Data protection legislation does not relate to non-personal information – for example, about an organisation or your project.

Groundwork UK will process the personal data you provide for the purpose of administering your Grant application (assessing your application, Grant due diligence, processing Grant payments Grant variations, Grant monitoring, end of Grant reporting) on the basis of a contract (the Grant Agreement) between yourself and Groundwork UK.

The personal information Groundwork UK will hold will be your name, contact details and payment information. If you are using an accountable body to process your Grant funds, Groundwork UK will hold the organisation information and organisation payment information.

To protect our legitimate interests, Groundwork UK may also conduct checks against records held by other government departments, and other agencies for the purposes of assessing your eligibility for a Grant, preventing fraud, or for the purposes of the prevention or detection of crime.

Groundwork UK may share the personal data that you provide with Tesco Mobile, the appointed partner organisations who work for Groundwork Trusts in order for them to provide support with this or any future application to Tesco Mobile's School & Online Safety Grant.

All information will be shared with Tesco Mobile (the funding body).

Groundwork UK needs to keep the details of financial transactions for 7 years, in the event of a tax or banking enquiry.

2.11 Groundwork UK agrees to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. Groundwork UK will pay attention to equalities in the way we run the project, including language. Groundwork UK will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. Groundwork UK will obtain all approvals and licences required by law or by you.

2.12 If our project involves work with children, young people or vulnerable adults (“vulnerable people”), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person.

We will have an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service (DBS) or Disclosure Scotland.

2.13

2.14 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes all appropriate insurance for any activities we provide, any assets we have purchased with the Grant and employee and public liability insurance. If any asset is damaged, destroyed or stolen we must tell you in writing and we must repair and replace it.

2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

3. Our organisation

3.1 We will get your written agreement before:

- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the Grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you.

3.5 We will inform you in writing if our organisation needs to be dissolved or wound-up.

4. VAT

4.1 We acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the Grant and that the Grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the Grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 We will keep proper and up to date accounts, timesheets, invoices and other relevant records for at least **three years** after the termination of our Grant, which show how the Grant has been used. We will make these financial records available to you to look at and give you copies.

5.2 We will refer to Tesco Mobile's School & Online Safety Grant funding as a restricted Grant in our accounting documents to reflect the status of the funding.

6. Monitoring

6.1 We will monitor the progress of the project and complete any reports you require using the forms you send us.

6.2 We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project or about our organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor or publicise the project and/or evaluate your Grants programmes.

6.3 We understand that you may ask for photographs at any stage of the project at any time and we agree to comply with this request.

6.4 We will fill in a **Project Completion Report**, within the 3 months of the Grant Offer date for this project. We will use the form you send us. We understand that the Grant is finished only after we have completed this report to your satisfaction and you have received to your satisfaction the evidence of expenditure you have requested for the period of the Grant Agreement. **Failure to complete the project and provide a satisfactory completion report, within 3 months of the Grant Offer letter is deemed a failure to comply with these terms and conditions and may result in repayment of funds awarded** (reference in clause 9.5)

6.5 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6.6 We will provide a before and after photograph of the project site in order to show the progress that has been made.

7. Payment of Grant

7.1 You will pay the Grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, **which requires the signatures of at least two authorised people for every withdrawal**

7.2 You will pay a proportion of the Grant upon satisfactory fulfilment of the Grant offer conditions and the balance will be paid upon receipt of satisfactory monitoring information. We will submit our Grant offer acceptance information and documentation within the request time stated in our Grant Offer letter otherwise the offer will be withdrawn.

7.3 We will submit any invoices higher than the value of £500 with our final Grant claim.

7.4 We will notify you with immediate effect of any changes in details of our bank account.

8. Length of Grant Agreement

8.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longer time:

- For one year following the payment of the Grant.
- As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on Grant expenditure or project delivery).

9. We understand that

9.1 You can only guarantee the Grant as long as funds from Tesco Mobile are available and you continue to operate.

9.2 You may share information about our Grant with any parties of your choice. Details of the project may, at your sole discretion and without payment to us, be broadcast on television, on your website, in newspapers and through other media.

9.3 You will not increase the Grant if we spend more than the agreed budget.

9.4 You accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the Grant or from a withdrawal of our Grant.

9.5 You may demand repayment (and we will repay when asked) of all or part of the Grant at your absolute discretion, in any of the following circumstances if:

- We fail to meet any of these terms and conditions;
- We completed the application form dishonestly or significantly incorrectly or misleadingly;
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement;
- Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation;
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body;
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- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the Grant is unlikely to fulfil the purpose for which you made it;
- At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the Grant;
- We are or become legally ineligible to hold the Grant and/or
- If you have reasonable grounds to believe that it is necessary to protect Tesco Mobile customers' money.

9.6 You may demand repayment of all or any of the Grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors.

9.7 We may not transfer any part of the Grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.

9.8 You may reject any future application from us if we do not comply with these terms and conditions or you judge that we did not handle the Grant adequately or if we failed to complete any requests for information you made to us.

10. Additional conditions

10.1 You have the right to impose additional terms and conditions on the Grant where necessary.

10.2 We understand that all on-going maintenance costs for any capital items are our responsibility.

10.3 We agree that any information provided in our application can be used for purposes described under your data protection policy.

10.4 If any information about our application is requested under the Freedom of Information Act, we will release it in line with our Freedom of Information policy.

10.5 Photographs use and consent - In order to promote the programme we would be willing to send you photographs of our project; this may be when works are ongoing and on project completion.

Guidelines on the style of photos required would be provided but the main thing is that there are people in the photos using the space, whether this is working on it (if not complete) or enjoying it. We appreciate it is difficult but we would like the photos to be 'unposed' – to look as natural as possible. Also it is very important that anyone in the photos confirms their consent as we are planning on using these photos in our stores or social media platforms to promote the scheme.

Please see below for some further pointers:

- Our photography style is what we proudly describe as the 'real' real.
- It is honest, capturing real people in genuine environments.
- Candid snapshots, looking for accidental shots and expressions, not planned and styled.
- It's not about polished, posed, perfection; it's about celebrating spontaneity, quirkiness, awkwardness, fun and diversity

Photos can be taken on a Smartphone, but if you have access to a good quality camera this would be preferred. If taking with a Smartphone please bear in mind that the further away the photo is taken the better (i.e. no close-ups). When you submit the photos please send them as 'actual size' so that they are as high resolution as possible.