



STANDARD FORM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made the day of BETWEEN (1) and (“the Trustees”) and (2) of (“the Applicant”)

WHEREAS:

- (1) The Trustees are the Trustees for the time being of the registered charity known as Ellie’s Fund (registered charity no. 1136383) (“Ellie’s Fund”);
- (2) The Applicant has applied to the Trustees for funding for the provision of the activity described below;
- (3) The Trustees have agreed to provide such funding on the terms and conditions hereinafter set out.

IT IS AGREED AS FOLLOWS:

Definitions

1. In this Agreement the following expressions shall have the following meanings:

- (1) “the Funds” shall mean the total sum of (£.....);

(2) “the Activity” shall mean the activity described in paragraph 4(1) below.

Provision of the Funds

2. The Trustees agree to provide the Applicant with the Funds at the times and in the manner set out below.

3. The Funds shall be provided by means of [a single payment into the Applicant’s bank account no. /sort code on or before] [..... equal payments of (£.....) into the Applicant’s bank account no. /sort code on the day of each month, the first such payment to be made on and the last on].

Use of the Funds

4. The Applicant agrees that:
 - (1) the Funds shall be used solely and exclusively for the following purpose, namely, [...], and for no other purpose or purposes whatsoever;

 - (2) the Activity shall be provided over the period commencing on [.....] and finishing on [...];

 - (3) the Funds shall be expended carefully and economically and so as to get the best value for money reasonably obtainable;

 - (4) such part (if any) of the Funds as shall remain unused following the conclusion of the Activity shall be promptly returned to the Trustees;

 - (5) the Activity shall be provided (a) lawfully, (b) in a safe environment, (c) with the use of properly qualified and/or experienced personnel where necessary or appropriate, (d) with due regard to the fact that the persons to whom it is to be provided suffer from mental health difficulties and (e) taking all reasonable and proper care to safeguard at all times the health, safety and well-being of such persons;

- (6) the Activity shall be provided without discrimination on the grounds of age, disability, gender reassignment, race, sex or sexual orientation.

Provision of report and information

5. The Applicant shall:

- (1) give to the Trustees by [... and each ... of the month thereafter and within 28 days of the conclusion of the Activity] a written report setting out details of the Funds expended and the Activity provided up to that point; and
- (2) provide the Trustees on request with such information as they may reasonably require from time to time in order to satisfy themselves that this Agreement is being complied with.

Indemnity and warranty

6. The Applicant agrees and warrants to the Trustees that it is [an established provider of mental health services] [and] [appropriately qualified and experienced to work with persons suffering from mental health difficulties].
7. The Applicant agrees and warrants to the Trustees that the Funds shall not be used nor shall the Activity be provided in such a way as to jeopardise the charitable status of Ellie's Fund or expose the Trustees to any liability.
8. The Applicant agrees to indemnify the Trustees in respect of any liability to which they may be exposed or any loss or damage which they may otherwise suffer as a direct or indirect consequence of any breach of this Agreement on the part of the Applicant or in any other way connected with or arising out of the provision of the Funds and/or the provision of the Activity and/or anything done under this Agreement.

Termination

9. The Applicant may terminate this Agreement by written notice expiring at any time.

10. The Trustees may terminate this Agreement forthwith by written notice if in their reasonable opinion there shall have been any material breach of its terms on the part of the Applicant.

11. In the event of this Agreement terminating as aforesaid the Applicant shall promptly repay to the Trustees such part of the Funds as remain unspent on the date of such termination.

Points of contact

12. The following person (or such other person as the Applicant shall nominate in writing) shall have authority on the Applicant's behalf (a) to deal with any matter arising under this Agreement, and (b) to receive any notice under this Agreement, namely, [.... of].

13. The Trustees agree that any notice to the Trustees under this Agreement may be given to of

Signed etc.

(c) Ellie's Fund (registered charity no. 1136383) 2011