

Weston Loan Programmes with Art Fund: Terms and Conditions

If your application is successful, an appropriately authorised person in your organisation will be required to sign an agreement which will set out the terms and conditions of our grant offer. These terms and conditions are summarised below:

- the grant must be used solely for the project and cannot be put towards any other purpose or materials which have already been purchased or for which a contractual commitment to purchase has been made;
- the payment is a freely given grant payment for your benefit and is outside the scope of VAT;
- the grant will be paid in accordance with an agreed schedule and subject to the provision by you of certain information including invoices, a financial statement setting out how the grant has been utilised and an evaluation report;
- the grant will be paid to the museum bank account or, where a joint application has been made, the lead museum bank account;
- you will be required to work with an external evaluator appointed by us for the duration of the project, and you will be expected to provide us with a final evaluation report together with the financial statement mentioned above, within one month of completion of your project;
- each of us will obtain the other's prior written approval in advance of publication of any publicity materials relating to the project. However, we and/or the Garfield Weston Foundation at our absolute discretion, may publicise details of the grant offer in any way we think fit;
- you will 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;
- we will publish the cost of all projects unless you provide valid reasons as to why such information should be withheld;
- you must ensure that the support of Art Fund and Garfield Weston Foundation is acknowledged and credited as specified by us on all materials related to the project. You must also obtain our approval in advance of the publication of any display or print materials related to the project. Successful applicants will be provided with our branding and crediting guidelines;
- you will be required to link any websites owned or operated by you which provide information about the project to the homepage of Art Fund and Garfield Weston Foundation websites. However, such links must not be used to falsely portray any endorsement or affiliation between you and either Garfield Weston Foundation or Art Fund;
- you will be expected to work with us in good faith to promote and showcase the project and the Weston Loan Programme with Art Fund;
- you must not use our or Garfield Weston Foundation's name or logo in any way which causes either of us any negative publicity or damages our reputation;
- your rights and obligations under the agreement must not be transferred in whole or in part in any manner without our prior written approval;
- if your financial statement indicates that you have not spent the full amount of the grant, we may withhold all or part of the grant or demand repayment of grant monies already paid. We may also require you to provide receipts evidencing any expenditure claimed;
- neither of us will be liable or responsible to the other for failure to fulfil our obligations under the agreement caused by events beyond our control. In these circumstances, the affected

party's obligations under the agreement will be suspended for the duration of the event but both of us will work together during this period to find a way to enable that party to carry out its obligations under the agreement; and

- we may demand repayment of all or part of the grant at our absolute discretion if you fail to comply with or contravene any of the terms and conditions of the agreement. Interest will be charged on any repayments which have not been made by the date notified to you.

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