

## RHS Flourish Fund - 2022

## **TERMS & CONDITIONS**

## Organisations awarded a grant from the RHS Flourish Fund will be required to agree to the following Terms & Conditions

- 1. The Organisation agrees to use the grant awarded solely to fund the project outlined in its submitted application form. The RHS may require repayment of all or any part of the grant if it is used for any other purpose.
- 2. Support to the Organisation will only be a grant of £15,000, or the amount requested in the submitted application form.
- 3. The Organisation agrees the grant awarded will not be used to support capital builds or equipment purchases.
- 4. The Organisation agrees to keep accurate and up-to-date records of receipt and application of the grant paid to it.
- 5. The RHS and the Organisation acknowledge that the grant is not consideration for any taxable supply for VAT purposes. The Organisation will not be paid any amounts in respect of VAT in addition to the grant.
- 6. The Organisation confirms it is UK registered and has its own bank account. (Please note we are unable to make payments to individuals).
- 7. The Organisation is responsible for the delivery of the project. The Organisation must therefore ensure the health and safety of participants, including young people, and abide by all relevant health and safety laws and all other applicable laws and regulations.
- 8. The Organisation agrees to provide the RHS Flourish Fund team with brief quarterly reports on progress of the project and, on completion of the project, a final report on how the grant was utilised and the results achieved. All quarterly and final reports **must** contain photography/video of the project as laid out in the report writing guidelines provided by the RHS.
- 9. The Organisation confirms their willingness to participate in publicity and promotional activities, including press releases, internal and external publications photography, filming and social media used by the RHS to promote the RHS Flourish Fund.
  - Photographs may be taken by the RHS during the course of the project and it is the Organisation's responsibility to notify members in their Organisation and any others they may invite to take part in the project/programme. During events, Privacy Notices must be displayed notifying participants that photography and filming is taking place and the purposes it will be used for. Participants should notify the Organisation's representative and photographer if they do not wish to be photographed or filmed. Photography permission forms (model release forms) will not be required except for anyone aged 16 and under, where consent of a parent or guardian will be required.
- 10. The Organisation must acknowledge publicly the RHS's contribution to the project in any communications issued in relation to the project. The RHS grants to the Organisation a limited, non-exclusive, revocable, royalty-free right to use its name and trademark (provided by the RHS) solely for this purpose and provided such use complies with the RHS's Brand Guidelines. The Organisation agrees not to use the RHS's name and trademark for any other purpose. All communications acknowledging RHS's contribution to the project must be approved in advance by the RHS.
- 11. The Organisation agrees that the RHS may use its name and logo for the purpose of advertising its grant funding of the project and promoting the RHS Flourish Fund.
- 12. Data Protection Statement: The Organisation and its Representative making the RHS Flourish Fund application agree that the RHS can hold name and contact details and contact them in relation to the RHS Flourish Funded activity and with regard to related press and PR opportunities. The contact details will be held for three years. Please read the relevant Section in our Privacy Policy at <a href="https://www.rhs.org.uk/privacy">https://www.rhs.org.uk/privacy</a>, for more information on how we process your personal data and your rights.

Registered Charity no: 222879/SC038262