

# 2024 Stronger Together Fund – Terms and Conditions

These terms and conditions (“T&Cs”) are the standard terms and conditions that apply when Paddle UK awards a discretionary grant (“Grant”) to an organisation as part of the Stronger Together Fund Programme. Please read these terms carefully before you and your Organisation accept your Grant. Paddle UK may vary these terms and conditions periodically and will inform you of any amendments. By accepting Paddle UK’s Grant offer letter you are agreeing that you have read, understood and agreed to these T&Cs. An individual agreeing to these T&Cs on behalf of an Organisation shall be deemed to be acting with the authority of the Organisation and shall bind the Organisation accordingly. In these T&Cs, reference to “Project” means the project or programme being supported by the Grant which will be as detailed in the project proposal submitted by your Organisation as part of the Stronger Together Fund application process.

## **1. Introduction**

Paddle UK has established the Stronger Together Fund to provide an opportunity for Paddle UK to support the paddling community, with the overall intention of enabling more people to go paddling more regularly. The Stronger Together Fund allows Paddle UK to support great projects to help to deliver on Paddle UK strategic ambitions and is open to non-profit organisations based in England.

## **2. Grantee’s Obligations**

- 2.1. Payment of the Grant is subject to you complying with these T&Cs and to such further conditions and requirements that we may from time to time reasonably specify. These conditions include, but are not limited to, you agreeing to:
  - 2.1.1. conducting a regular review of the Stronger Together Fund Partnership and the Project and submit progress reports as requested;
  - 2.1.2. investing the Grant in areas strictly limited to those highlighted within the Project proposal previously submitted by your Organisation and which align with the ambitions of the Stronger Together Fund more generally;
  - 2.1.3. ensuring that any changes to the Project funded by the Grant must be discussed with Paddle UK at the earliest opportunity for consideration and approval by Paddle UK;

2.1.4. be responsible for undertaking appropriate risk assessments of your activities as well as ensuring that you display a high standard of safety, care, and professionalism in undertaking the Project. This includes, but is not limited to, having the following in place for the duration of the project:

- a) appropriate insurance cover (e.g. public liability insurance) for all risks which may arise out of your Organisation's activities;
- b) appropriate and robust safeguarding and welfare policies;
- c) appropriate safety framework and risk assessments;
- d) all persons involved in the project must be appropriately skilled and qualified for the purposes of providing the Project (including coaching, training or similar instructions) and have the appropriate level of DBS check and safeguarding training for the level of engagement and responsibility they have with juniors;
- e) written consent for the capture of data and images for the purposes of promotion, learning, monitoring, and evaluation as well as obtaining consent for these to be shared with Paddle UK for use in publicity materials including printed publications, and on the internet including social media.

2.1.5. refrain from making unreasonable and derogatory comments in public about Paddle UK or any of its employees or officers.

### **3. Progress and Monitoring**

3.1. There will be a formal requirement for the Organisation to report at the midpoint of the Project and to produce a final report at the end of the Project. A template report will be provided by Paddle UK but your Organisation will be required to report on:

3.1.1. Who the project has reached - providing aggregated data on participant gender, ethnicity, age, disability, and area of residence.

3.1.2. The number of participants and the frequency of attendance throughout the Project, as well as recording major changes and the reason behind them.

3.1.3. The difference the Grant is making to the Organisation, the Project, and its participants. 3.1.4. Information on key learnings, challenges, and improvements.

### **4. Record Keeping**

4.1. You agree to keep a record of how funds received from Paddle UK are spent during the period of the Project and must share these records as part of the regular reporting process and should make these records available to Paddle UK for inspection within a reasonable time frame.

4.2. Unless otherwise agreed you agree to retain the records detailed in clause 4.1 for a period of at least 2 years following the end of the Project.

### **5. Confidentiality and Publication**

5.1. You acknowledge that the Grant amount and terms associated with the Grant are confidential. You agree not to disclose this information (except in the proper course of your duties) during the period of the Project and agree not to use or disclose or permit to be used by or disclosed to any firm, person, partnership or company any such confidential information.

5.2. The provisions of clause 5.1 shall not apply to information which is already in or comes into the public domain, is required to be disclosed by law, valid order of a court of competent jurisdiction, or the request or direction of any regulatory authority or agency, or which Paddle UK has agreed can be disclosed.

5.3. You agree not to make any formal announcements relating to the Stronger Together Fund Partnership without the prior agreement of Paddle UK (such agreement not to be unreasonably withheld) and shall acknowledge the support of Paddle UK in any formal announcements relating to the Stronger Together Fund Partnership and/or the Project.

5.4. You agree that the grant amount and Organisations name may be published in Paddle UK promotional material related to the Stronger Together Fund Partnership.

## **6. Copyright and Trademarks**

6.1. Paddle UK will grant your Organisation a non-exclusive, royalty free license to use the Paddle UK Stronger Together Fund logo for promotional purposes solely in connection with the terms and aims of the Project and the Stronger Together Fund more generally.

6.2. You agree to grant Paddle UK a non-exclusive, royalty free license to use your Organisation's trademarks for promotional purposes solely in connection with the terms and aims of the Project and the Stronger Together Fund more generally.

6.3. You agree with Paddle UK that both parties can use and reproduce each other's trademarks as provided for the purpose of the grant and promotional materials in any digital, audio, visual or electronic recordings of the same.

## **7. Termination**

7.1. The intention is that the funding will be paid to your organisation in full. However, without prejudice to Paddle UK's other right and remedies, Paddle UK may at its discretion withhold or suspend payment of the Grant if:

7.1.1. You do not fulfil the requirements detailed in these T&Cs;

7.1.2. If, within a reasonable timeframe, you refuse or neglect to comply with any reasonable and lawful directions of Paddle UK;

7.1.3. Your Organisation becomes insolvent or ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved;

7.1.4. Paddle UK is required to urgently reprioritise resources.

7.2. Paddle UK may also require repayment of all or part of the Grant if:

7.2.1. You provide deliberately misleading or untrue information as part of the application process or subsequent reporting;

7.2.2. There are repeated breaches of these T&Cs;

7.2.3. There is a serious and significant breach of these T&Cs.

7.3. Paddle UK may refuse applications to future awards if:

7.3.1. You do not complete the project including media promotion;

- 7.3.2. There are repeated breaches of these T&Cs;
- 7.3.3. There is a serious and significant breach of these T&Cs.

## **8. Liability**

- 8.1. Nothing in these T&Cs shall limit or exclude the Parties' liability for:
  - 8.1.1. death or personal injury resulting from a Party's negligence;
  - 8.1.2. fraud or fraudulent misrepresentation; or
  - 8.1.3. anything for which the Parties cannot legally limit or exclude or attempt to limit or exclude their liability.
- 8.2. Subject to clause 8.1 the total liability of Paddle UK in making the Grant and under these T&Cs is limited to payment of the agreed Grant amount.
- 8.3. Other than the liability outlined in clause 8.2 Paddle UK has no responsibility for any other costs incurred by you in connection with the activities to which Project relates or for the Project itself and you must indemnify and keep Paddle UK indemnified against any losses, damages, costs, expenses, liabilities, claims, actions, proceedings or other liabilities that result from or arise out of your performance or non-performance of your obligations under the Project, these T&Cs or your duties to third parties.

## **9. Complaints and Disputes**

- 9.1. If a dispute with Paddle UK arises during the course of the project, you can complain in accordance with the Paddle UK [Complaints policy](#).
- 9.2. In addition to the above, there are several further options for resolving disputes with us. You can resolve disputes through alternative dispute resolution which is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. In addition, you are entitled to go to court and please see Clause 12 for the governing law and jurisdiction.

## **10. Data Protection**

- 10.1. You agree that you will comply with all applicable data protection, anti-bribery and anti corruption laws, statutes, regulations, and codes.
- 10.2. You agree not to engage in any activity, practice, or conduct which would constitute an offence under the Bribery Act 2010, Data Protection Act 2018 or any applicable Data Protection legislation in effect at the Commencement Date of the Project or coming into effect during the course of the Project, including but not limited to, UK GDPR.
- 10.3. Paddle UK is a privacy conscious organisation. By submitting an application for Grant Funding and subsequently receiving a Grant from Paddle UK you are consenting to the processing of your personal information by Paddle UK. You acknowledge and agree that Paddle UK will hold and process data relating to you and your Organisation, which may include personal data, for administrative, security and legal purposes. Any personal information will be processed and stored in compliance with the Paddle UK Data Protection Policy and in accordance with all applicable Data Protection laws in effect at the time of your order,

including but not limited to, the Data Protection Act 2018 and the UK GDPR. Except as indicated under these T&Cs we will not disclose any personal information without your permission, unless we are legally entitled or obliged to do so (for example, if required to do so by Court order, or in order to prevent fraud or any other crime).

10.4. Further information on Paddle UK's approach to privacy and data protection, including our privacy notices, policies and contact details, can be located in our [Privacy Centre](#).

## **11. Other Important terms**

11.1. Nobody else has any rights under these T&Cs. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

11.2. In the event that any provision(s) of these T&Cs is / are declared void, ineffective or unenforceable by any competent court, the remainder of the T&Cs shall remain in effect as if such void, ineffective or unenforceable clause(s) had not been included.

11.3. Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

## **12. Governing Law and Jurisdiction**

12.1. These T&Cs are governed by and construed in accordance with the laws of England and Wales and you can bring legal proceedings in the English courts. If you live in Scotland, you can bring legal proceedings in either the Scottish or English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.