

# General Grant Application Terms and Conditions

Capitalised terms first written in bold, denote a term which has been defined. For example the word “Trust” is used to refer to The Cecchetti Society Trust or “Activity” is used to refer to an event, activity or project.

These Terms and Conditions (**Conditions**) accompany the General Grant Application Form issued by The Cecchetti Society Trust, a charitable incorporated organisation incorporated in England with company registration number CE028308 (the **Trust**). The Conditions, the Grant Application Form and the offer letter from the Trust together form the basis of the legal relationship entered into between the Trust and the applicant, should the application be successful (**Contract**). The applicant acknowledges that in coming to the decision to award grants, the Trust will rely on the information provided in the Grant Application Form.

## 1. Protecting the Trust’s Funds, Other Assets and Aims

- 1.1. The Trust has a responsibility to ensure that its funds are being used in the right way. The Trust reserves the right to require applicants to provide additional documentation including (but not limited to) information about organisational governance, finance, and safeguarding.
- 1.2. Without prejudice to the provisions of Condition 1.1, the Trust also reserves the right to require applicants to provide updates on the additional documentation referred to in Condition 1.1 and generally.
- 1.3. Applicants in receipt of grant money from the Trust must treat such money as a restricted fund. This means that the money must only be used for that which was the subject of the grant application (as set out on the Grant Application Form). The Trust shall not be obliged to, but may, seek confirmation of how such grant money is spent.
- 1.4. The Trust reserves the right, but shall not be obliged, to step-in and take control of running an Activity in respect of which grant money is allocated, but which the applicant (for whatever reason) is ultimately unable to run.
- 1.5. In the event of a successful application, the Trust will supply the applicant with the Trust’s **logo (Logo)** for limited use on the applicant’s printed and digital media to acknowledge the Activity being funded by the Trust. Successful applicants shall only use the Logo for the purposes set out in the Grant Application Form and in the format supplied by the Trust (including colour, aspect ratios and as relevant set out in the grant offer letter from the Trust). Applicants undertake not to use the Logo in a way which could tarnish the reputation of the Trust or otherwise damage the Trust or its interests in any way.
- 1.6. It is a condition of funding that successful applicants acknowledge the Trust in the format specified in the grant offer letter from the Trust.
- 1.7. The Trust reserves the right to withdraw, refuse or require repayment of funding where the applicant has committed a material breach of these Conditions, and has not remedied (if capable of remedy) that breach within 10 days of written notice from the Trust to do so.

## FORM CST GGTC (2024)

[www.cecchettisocietytrust.org](http://www.cecchettisocietytrust.org)

Cecchetti Society Trust is incorporated in England as a Charitable Incorporated organisation (No CE028308) and is registered as a Charity in England & Wales (No. 1197857)

Registered Address: 28 Prykes Drive, Chelmsford, Essex CM1 1TP

Registered trademarks of The Cecchetti Society Trust Nos UK 00003383372 & 00003383373



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## 2. Type of Grant

2.1. The Trust generally offers three different types of grants as follows:

- 2.1.1. a one-off grant awarded for a single event, activity or project (each being an **Activity**);
- 2.1.2. a one-off block grant awarded for a series of Activities, all held in the same year;
- 2.1.3. a multi-year grant awarded to cover a recurring Activity. This type of grant can also cover multiple recurring Activities over a period of years, provided an application is made for each separate Activity.

2.2. The Trust may in its sole discretion change the nature of the grants it offers from year-to-year and as such the types of grant referred to in Conditions 2.1.1 to 2.1.3 (inclusive) may change.

## 3. Eligibility

- 3.1. The Trust will only consider applications which in the Trust's opinion align with the Trust's objective to encourage, support and promote participation in Cecchetti classical ballet.
- 3.2. Applicants must be incorporated, established or resident (as applicable) in the United Kingdom or be a current member of the Imperial Society of Teachers of Dancing (**ISTD**) Cecchetti Classical Ballet Faculty or be the ISTD itself, or be member organisation of Cecchetti International Classical Ballet (**CICB**) or be CICB itself.
- 3.3. Applicants who have completed Section 1 of the Application Form and who have been incorporated or established for 2 years or less must supply additional documentation to demonstrate safeguarding policies, insurance, and risk assessment procedures.
- 3.4. Applicants who have completed Section 2 of the Application Form must supply evidence of a separate bank account dedicated to the Activity seeking financial support, banking controls, safeguarding and DBS policies, insurance, risk assessment procedures, payment and volunteer policies before drawdown of any grant award. The Trust will not advance funds where a successful applicant fails to produce the aforementioned documentation.
- 3.5. Applications for £15,000 or more (whether as a one-off, one-off block or multi-year) will only be considered if made by registered charities (registered with the relevant regulatory body for England and Wales, Scotland or Northern Ireland), who are also incorporated (such as in the form of a charitable incorporated organisation or a company limited by guarantee).

## 4. Form of Application

- 4.1. All applications must be made on the application form **CST GGAF 2024 (General Grant Application Form)**.
- 4.2. Applicants who have completed Section 1 of the Grant Application Form must in addition, submit a covering letter on the organisation's official letterhead. The covering letter should include a link to, or copies of, signed accounts for the last 2 years.
- 4.3. Applications for a one-off block grant must repeat Sections 4 – 8 (inclusive) of the Grant Application Form in respect of each Activity which is the subject of the application.
- 4.4. A separate Grant Application Form for each Activity must be submitted where the applicant is applying for a multi-year grant.
- 4.5. Subsequent applications for funding (whether or not the first application was successful) must form the subject of a fresh application and must be submitted on the Grant Application Form as made available by the Trust from time-to-time.

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## 5. Application Submission Date

5.1. Applications must be submitted to the Trust no later than 15 June in any given year, for consideration for funding to be granted between 1 September and the following 31 August (unless specified otherwise in any related Trust advertisement inviting applications for general grants) (the **Activity Period**).

## 6. Activity Funding-Specific Costs and Shortfalls

### 6.1. Applications to Cover Specific Costs

6.1.1. Applications for grants to cover specific costs must be fully itemised in Section 8 of the Grant Application Form.

6.1.2. Specific costs can include (but are not limited to) cost of venue hire, adjudicator fees and travel expenses, already established Trust bursaries, existing sponsored places, entry fees, competition fees and other itemised costs involved in holding competitions and auditions.

### 6.2. Shortfall in Overall Costs

6.2.1. Applications for grants to cover shortfalls must be accompanied by a detailed budget, which should be annexed to the Grant Application Form.

6.2.2. Applicants must supply evidence of additional funding where the application shows an anticipated shortfall of £20,000 or more in any 12-month period following commencement of the Activity. This can include (for example) funds committed by the applicant, funds received from third party sources and confirmed funding support pledges.

### 6.3. Exclusions

6.3.1. The Trust will not fund the items referred to in Condition 6.4. Applicants should not include such items in the application.

6.3.2. The Trust reserves the right to fund only some of the items detailed in an application but not all.

6.3.3. The Trust may require grant recipients to return funds where the amount of grant paid by the Trust exceeds the amount or cost of the item applied for under the application.

### 6.4. Items the Trust Will Not Fund

The Trust excludes the following items from consideration for funding:

6.4.1. Applications to cover Activities which have already concluded;

6.4.2. Costs incurred before the award of the grant;

6.4.3. Grants for Activities which will not start (for whatever reason) within 12 months after the date of anticipated advance of grant money;

6.4.4. Unspecified items/expenditure;

6.4.5. Capital expenditure or expenditure on works or installations carried out to buildings and which are not temporary in nature;

6.4.6. Costs funded by or passed onto third parties;

6.4.7. Applications to cover funds to be donated to third parties or endowment funds;

6.4.8. Penalties and taxes;

6.4.9. VAT and the equivalent in any jurisdiction, where such taxes are recoverable by the applicant;

6.4.10. Reception and hospitality costs;

6.4.11. Scholarships and bursaries, which are not directly awarded to the recipient by the Trust (under terms and conditions set by the Trust);

6.4.12. Fees, salary and other remuneration charged by or paid to any individual who is the applicant, or who is on the management team of the applicant, for their work in connection with setting up and running the Activity.

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## 7. Miscellaneous

- 7.1. A person who is not a party to the resulting Contract between the Trust and the applicant, if the application is successful, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Contract.
- 7.2. If there is a conflict between the terms contained in the Conditions, stated by the Trust in the Grant Application Form or the offer letter from the Trust, the terms of the Conditions shall prevail to the extent of the conflict, unless expressly stated otherwise in writing from the Trust.
- 7.3. No failure, delay or omission by the Trust in exercising any right, power or remedy provided by law or under the Contract with the successful applicant shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 7.4. The applicant agrees that the Contract constitutes the entire agreement between the applicant and the Trust and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 7.5. The applicant shall at the request of the Trust do all acts and execute all documents which are necessary to give full effect to the Contract.
- 7.6. No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each of the applicant and the Trust.
- 7.7. The applicant may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Trust's prior written consent, which it may withhold or delay at its absolute discretion.
- 7.8. The applicant and the Trust are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.
- 7.9. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 7.10. If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 7.11. The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 7.12. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

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## Notice to the Trust

Any notice to the Trust should be addressed for the attention of the Chair and sent to:

[admin@cecchettisocietytrust.org](mailto:admin@cecchettisocietytrust.org)

or sent by post to:

28 Prykes Drive

Chelmsford

Essex

CM1 1TP

## Data Protection and Privacy Statement

The Trust will not disclose any information contained in this Application to any third party without the applicant's prior permission unless the Trust is legally required to do so. For further details on why the Trust collects your information, how it is used, and what rights you have please refer to the Cecchetti Society Trust Privacy Policy accessible online at [www.cecchettisocietytrust.org](http://www.cecchettisocietytrust.org).

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