## This Grant Agreement is made the 08 January 2015

#### Between

 The Ministry of Defence (MQD) acting on behalf of Her Majesty's Treasury (HMT) of 1 Horse Guards Road London SW1A 2HQ (HMT)

and

Care After Combat Ltd.Troon House,4400 Parkway Solent Business ParkFareham PO15 7FJ.

### Background

- A. The Chancellor of the Exchequer was pleased to announce his decision to award you funding under the terms of his letter to you dated 25 November 2015.
- B. HMT has directed that this funding will be distributed by the MOD and in accordance with the following provisions.

### **Purpose**

- 1 The purpose of this Grant Agreement ( the Agreement) is to ensure that there is regularity and probity in the management of such public funds as may be transferred to you by HMT and in particular to ensure that the use of any such Grant is in accordance with the specific wishes of the Chancellor of the Exchequer.
- 2 The purposes and/or beneficiaries (the Agreed Purposes) are as specified in writing by the Chancellor of the Exchequer (Offer Letter) as attached hereto as a Schedule to this Agreement and as described by you in your letter of application.
- 3 This Agreement therefore makes certain provisions with regards to the sum of £1million (the Grant) awarded to you for the Agreed Purposes.

## Terms and Conditions

- 4 You acknowledge that you hold the Grant on trust for the Agreed Purposes as specified in the Offer Letter.
- 5 You will hold any unused part of the Grant on trust for the Agreed Purposes at all times and if you spend less than the whole of the Grant on the Agreed Purposes, you will either agree with HMT further Agreed Purposes or return such unspent Grant to HMT.
- 6 You will show the Grant as restricted funds in your accounts and keep, accurate and upto-date accounts and records of the receipt and expenditure of the Grant and if requested,

Funding Agreement for HMT grants 2015 mp

then you will provide HMT with a copy of your annual accounts in respect of the years during which the Grant has been received.

- 7 You will comply with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns as applicable to either HMT and/or to you.
- B You will keep all involces, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of the Grant. HMT and the NAO shall have the right to review your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 9 You agree to compty with all laws and this will include but without limitation compliance with all charity law, child protection legislation, employment legislation, equality legislation, planning, health and safety requirements, data security and all other relevant legal or regulatory approvals necessary for the Agreed Purposes to be delivered.
- 10 You will ensure that it is at all times correctly constituted as a legal entity and that as such you can deliver all Agreed Purposes under the terms of your constitution.
- 11 You will inform HMT in writing as soon as possible of any Investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory body.
- 12 You understand and accept that HMT may monitor the progress of the delivery of the Agreed Purposes and you will inform HMT immediately in writing of anything that significantly delays, threatens or makes unlikely the completion of the Agreed Purposes.
- 13 You will send HMT any information and records as may be reasonably requested from time to time in order to monitor the delivery of the Agreed Purposes and be will be available for meetings with representatives of HMT as may be reasonably requested, relating to the delivery of the Agreed Purposes.
- 14 You accept that HMT may share information about the Grant with any parties of its choice as well as with members of the public under the Freedom of Information Act 2000.
- 15 If you fall to meet any of these terms and conditions, HMT may, in its absolute discretion require you to pay back all or part of the Grant that has not been spent in accordance with the Agreed Purposes and/or these terms and conditions) and/or end this Agreement immediately.

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# Acceptance

I, a duly authorised signatory for and on behalf of the Care After Combat Ltd accept this Offer of a Grant on these terms and condition.

Signature

Name

JAMES CAMERO Y DAVIDOOL

Position

EXECUTIVE CHAIRMAN,

Date

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