

ACHISOMOCH AID COMPANY LIMITED (AAC)

Terms and Conditions

These Terms and Conditions apply to all Recipients of Grants from AAC (The Charity) (whether an individual or a corporate entity, except where stated otherwise), and references to "you" or "your" should be construed accordingly.

The Charity hereby agrees to consider making a grant, and when doing so you agree to abide by the Terms and Conditions set out below.

1 BACKGROUND

The Charity is incorporated and registered in England and Wales with company number 1422574 with its registered office at New Burlington House, 1075 Finchley Road, London, NW11 0PU and is an English charity registered with the Charity Commission (registration number 278387), with the object of advancing religion in accordance with the Orthodox Jewish faith and of furthering other purposes recognised as charitable by English law (the Charity's Objects).

The Charity is a donor advised fund and seeks to achieve the Charity's Objects by making grants to charitable organisations in furtherance of general charitable purposes. The Charity will make Grants to the Recipient as described in these Terms and Conditions.

The Grants must be used in furtherance of the Charity's Objects and for no other purpose.

2 DEFINITIONS

In these Terms and Conditions, the following words have the meanings given to them below:

"**Client Terms and Conditions**" means the terms and conditions which the donors to the Charity are subject to as updated from time to time

"**Commencement Date**" means the date on which the first grant payment is made.

"**Grant Period**" means the ongoing period over which Grants are awarded.

"**Grant Purpose**" means the specific charitable purpose for which the Charity advises the Recipient that the Grant (or any part of it) is to be applied which must advance (a) the purposes of the Recipient organisation and (b) the Charity's Objects. No purpose may be a valid Grant Purpose if it would require the Recipient to apply the Grant funds for any activity which would fall outside of the Charity's Objects.

"**Grants**" means any and all sums (to include each individual payment made by the Charity to the Recipient) in any currency paid by the Charity to the Recipient.

"**Political Activity**" means:

- furthering the interests of a particular political party;
- procuring or opposing changes in the laws, legislation, policy or decisions of governmental authorities of the UK or any other country;
- promoting an individual's own theory of education by propaganda; and
- any intervention or participation in any political campaign on behalf of (or in opposition to) any candidate for public office including providing financial support to a political party or the political theories of a group or an individual or allowing the Recipient to be used as a vehicle for the expression of the political views of its directors or staff.

"**Prohibited Activity**" means:

- any activity or purpose which is not exclusively charitable in accordance with the law of England and Wales;
- furthering the interests of or providing support (whether financial or otherwise) to any foreign military;
- any offence under the Bribery Act 2010 or under legislation or common law creating offences in respect of fraudulent acts regardless of whether such act has been carried out within or outside the UK; and

- any activity, practice or conduct which would constitute a breach of English law and/or otherwise expose the Charity to a tax liability.

"Quick Link" means a URL link (and accompanying QR code) which can be shared with the Recipient's potential donors, which direct the user the Charity's website with the Recipient's details pre-populated in the donation box.

"Serious Incident" means an adverse event, whether actual or alleged, which results in or risks significant:

- loss of Grants funds;
- failings in the management, administration or operational delivery of the Grant Purpose;
- harm to your work, beneficiaries or reputation; and/or
- harm or abuse to children and vulnerable adult beneficiaries or to those children or vulnerable adults working or volunteering with you (if any).

3 USE OF THE GRANTS

The Recipient shall use the Grants solely, wholly and exclusively in accordance with these Terms and Conditions.

The Recipient shall not use the Grants (or any part of it):

- otherwise than for the Grant Purpose;
- for or towards any Prohibited Activity;
- for or towards any Political Activity;
- to pay for any expenditure commitments of the Recipient arising before the Commencement Date, without the prior written consent of the Charity; or
- in any way which will result in a breach of either these Terms and Conditions or the Client Terms and Conditions.

The Recipient shall ensure that appropriate internal controls are in place to protect the Grants from improper use, including misappropriation, terrorism, bribery and money laundering. In particular, the Recipient shall at all times comply with all applicable local and international laws, including anti-bribery provisions.

4 PAYMENT OF THE GRANTS

Payment of the Grants is conditional on:

- successful completion of the Charity's due diligence procedures;
- completion of any annual revalidation process required by the Charity;
- (upon request) evidence of the appropriate use of the monies for the Grant Purpose;
- receipt and approval of any other documentation which the Charity may reasonably request; and
- compliance with these Terms and Conditions.

The Grants shall be payable in any currency as notified by the Charity to the Recipient from time to time and shall be remitted by BACS payment or by a recognised and reputable alternative third-party payment provider to the Recipient's bank account.

Should any part of the Grants remain unspent at the end of the Grant Period, the Recipient shall ensure that any such part is returned to the Charity. The Charity may, in its absolute discretion, permit the Recipient to retain the unspent monies and to apply such amounts for one or more purposes to be agreed in writing between the Charity and the Recipient provided that the unspent monies remain subject to these Terms and Conditions.

5 ACCOUNTS AND RECORDS

The Recipient shall:

- maintain complete and accurate records of, and supporting documentation for, its use of the Grants and ensure that they are spent in accordance with these Terms and Conditions. Such records shall be retained by the Recipient for inspection by the Charity for 6 years from the end of the financial year to which the records relate;
- provide such information about the expenditure of the Grants as the Charity reasonably requests within 5 working days of receiving such written request; and
- for the financial year in which the Grants were used, supply one copy of the relevant report and/or accounts to the Charity within one week following publication.

6 MONITORING AND REPORTING

Throughout the Grant Period (or such longer period as the Charity may reasonably require) the Recipient must:

- closely monitor the use of the Grants to ensure that the Grant Purpose is being met and that these Terms and Conditions are being adhered to;
- provide promptly on request such information about the expenditure of the Grants as the Charity may deem necessary or desirable;
- send the Charity updates regarding the progress of the Grants (and more frequently if requested in writing by the Charity), in such form as the Charity may request from time to time; and
- supply as soon as they are available, but in any event within nine months after the end of each of your financial years, a copy of your annual report and financial statements for that financial year.

You must allow the Charity (or its employees, advisers or consultants), at its expense and on reasonable notice, to visit you (and any employees, sub-contractors or third parties involved in the delivery of the Grant Purpose) in order to assess the progress and to determine if any changes to the Terms and Conditions are, in the Charity's view, necessary. The Charity will notify you of any such changes as soon as practicable after a decision to implement them has been made.

You must notify the Charity immediately if you:

- reasonably believe that a Serious Incident has occurred, or may occur, as a consequence of, or in relation to, the application of the Grants (or part thereof);
- become aware that your organisation is experiencing, or is likely to experience, material financial issues, including significant loss of or withdrawal of third party funding or the entry into any kind of insolvency procedure; or
- become aware of an event or set of circumstances related to the Recipient and/or the Grants that may have an adverse reputational impact on you, the Charity or any third party involved.

Where you notify the Charity of a Serious Incident, event or set of circumstances outlined above you must include with such notification details of the actual or potential impact of such Serious Incident, event or set of circumstances and the steps you have taken to mitigate that impact.

You must ensure that you respond to all requests for information made by the Charity within 5 working days of such request being received.

7 WITHHOLDING, RECOVERY AND REPAYMENT OF THE GRANT(S)

The Charity may at its discretion withhold or suspend payment of the Grants, require repayment of all or part of the Grants, and/or bring the Grant Period to an end if:

- in the opinion of the Charity, the Recipient has used any of the Grants for a purpose or purposes other than the Grant Purpose;
- the opinion of the Charity, the Recipient has provided the Charity with any materially misleading or inaccurate information;
- the Recipient has ceased to operate within the parameters outlined in the Charity's Grant Making Policy, as updated or amended from time to time;
- the Recipient does not comply with the monitoring or reporting requirements in accordance with these Terms and Conditions;
- the Recipient fails to provide appropriate evidence (to the satisfaction of the Charity) that the Grant has been applied for the Grant Purpose;
- the Recipient has failed to comply with any of these Terms and Conditions;
- the Recipient does anything which in the reasonable opinion of the Charity brings or may bring the Charity or its name or reputation into disrepute;
- the Recipient fails to comply with any regulatory filings in its jurisdiction, or is subject to any investigation or inquiry by any regulatory body or tax authority;
- there are changes to the regulatory environment within which the Charity operates or changes to tax or other legislation applicable to the Charity; and/or
- for any other reason the Charity may deem reasonable.
- Does not supply AAC with suitable banking facility to pay the grant to

In such cases, without prejudice to any other rights and remedies of the Charity, the Recipient shall, at the Charity's sole discretion, on demand return any part of the Grants to the Charity, particularly where monies have been used otherwise than in accordance with the Grant Purpose.

8 COMMUNICATION

The Recipient agrees not to make any press release, media announcement, carry out any other public relations activity or make any other public communication in respect of the Grants or the relationship between the parties without the prior written consent of the Charity.

Any and all use and/or mention of the Charity's name and/or logo or links to its website or the use of Quick Links by the Recipient shall be subject to the Charity's prior written approval. The Charity may by notice in writing require the Recipient to immediately remove any reference to the Charity from its website or other publicly available information, including ceasing use of any Quick Links or other integrated links which may be in use by the Recipient.

9 FORCE MAJEURE

Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

10 ASSIGNMENT

The Recipient may not, without the prior written consent of the Charity, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of these Terms and Conditions or, except as contemplated as part of the Grants, transfer or pay to any other person or charity any part of the Grants.

11 LIMITATION OF LIABILITY

The Charity's aggregate liability under these Terms and Conditions is limited (to the extent permitted by law) to the payment of the Grants in accordance with these Terms and Conditions.

The Recipient shall indemnify the Charity against all liabilities (including tax liabilities), reasonable costs and expenses, damages and losses suffered or incurred by the Charity as a result of the Grants.

12 VARIATIONS AND TERMINATION

The Charity reserves the right to amend these Terms & Conditions at any time. Any changes to these Terms and Conditions will be notified to you and updated on our website.

The Charity reserves the right to terminate or suspend the Grants at any time in its absolute discretion immediately by providing written notice to the Recipient.

13 WARRANTIES

The Recipient represents and warrants to the Charity that:

- you are not aware of anything in your own affairs which you have not disclosed to the Charity which might reasonably have influenced the decision to make the Grants in accordance with the Terms and Conditions;
- if you work with children and/or vulnerable adults, all programs and activities that are funded by the Grants have in place procedures for safeguarding and protection of children and vulnerable adults, in accordance with all applicable laws and regulations; and
- you shall not (directly or indirectly) engage in any activity which would violate any applicable laws, rules or regulations regarding anti-money laundering and shall comply with applicable anti-corruption and anti-terrorism laws, rules and regulations.

14 INSURANCE

The Recipient shall ensure that it has such insurance(s) in place as is necessary for the normal conduct of its activities. Where it is necessary for the Recipient to purchase additional insurance cover in order to perform its obligations under these Terms and Conditions, you will ensure that you have all relevant insurance in place prior to the start of the Grant Period.

15 DATA PROTECTION

Both parties acknowledge and confirm that they will observe all their obligations under all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as amended or updated from time to time, including by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

16 NO WAIVER

No failure or delay by either party to exercise any right or remedy under the Terms and Conditions shall be construed as a waiver of any other right or remedy.

17 NO PARTNERSHIP

Nothing in these Terms and Conditions is intended to, or shall be deemed to, establish any partnership between the Charity and the Recipient, nor constitute either party as agent of the other, nor authorise either party to make or enter into any commitments for or on behalf of the other.

18 THIRD PARTY RIGHTS

These Terms and Conditions do not and are not intended to confer any benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

19 ENTIRE AGREEMENT

These Terms and Conditions as updated from time to time, form the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter.

20 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

The parties shall attempt to resolve any dispute arising out of or in connection with these Terms and Conditions by way of mediation. Where mediation fails, any dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity or termination, shall be subject to the exclusive jurisdiction of the courts of England and Wales in any legal proceedings and as regards to any claim or matter in relation to the Grant or these Terms and Conditions.