

# BMA Giving: Charitable purposes subcommittee

# BMA Giving terms and conditions

The terms and conditions for BMA Giving grants ('the grant') are set out below. It is important that these terms and conditions are read prior to applying, and in the case that an application is successful, in conjunction with the award letter. Failure to comply with these terms and conditions may lead to the termination of the grant and the BMA reserves the right to recover grant monies in part or in full.

## General

- The BMA Giving committee is offering grants totalling £150,000 to assist organisations and projects that align with BMA values: to promote the medical and allied sciences, to maintain the honour and interests of the medical profession and to promote the achievement of high quality health care.
- 2. Grants are provided on a restricted basis and must be used exclusively for the purpose specified in the grant offer letter. All grants are made on the strict understanding that the application discloses all relevant material. If such information changes significantly at any time after submitting the application form, the applicant is required to notify the BMA Giving team immediately.
- 3. If the organisation does not feel able to meet the required terms and conditions, it must notify the BMA Giving team that it does not wish to accept the grant.
- 4. Grants are only available for UK registered charities. Applications are not accepted from individuals or non-UK registered charities.
- 5. If the organisation is unable to use the grant for the purposes and within the timescales specified in the offer letter, the BMA Giving team must be informed in writing immediately. If the organisation wants any changes to be considered and approved, please write to:

Kimberly Murrell Corporate development directorate British Medical Association BMA House Tavistock Square London WC1H 9JP Or email: BMAGiving@bma.org.uk

6. Applicants may apply for any amount up to, but not exceeding, £50,000.



- 7. Applicants may only submit one application per year to BMA Giving grants, including joint applications.
- 8. Applicants will be notified of the results by mid-July.
- 9. Applications and related correspondence are strictly confidential between the applicant and the BMA and must not be disclosed outside those involved in the application process without prior permission from the BMA.
- 10. The decision of the BMA Giving committee as to the recipients of grants and grant amounts is final and no further correspondence will be entered into. If none of the applications are of sufficient merit, grants will not be awarded.
- 11. Grant payments will be made to successful applicants in full following the receipt of a signed acceptance form and any other documents detailed in the grants offer letter.

# Post-awarding conditions

- 12. It is the responsibility of the charity to ensure that the project is organised and carried out within a framework of best practice. The grant holder must ensure that, before the project commences and during the full period of the grant, all the necessary legal and regulatory requirements are in place. The grant holder will indemnify the BMA against any liability incurred.
- 13. The details of the application cannot be changed once the grant has been awarded.
- 14. The agreement or rejection of any changes to the grant will be confirmed in writing by the BMA Giving committee. Any changes should not be implemented until this has been received and agreed.
- 15. The grant holder must submit progress reports as detailed in the grants offer letter. These must include the tangible outcomes of the project.
- 16. Any publicity arising from the grant, must give due acknowledgement to the BMA (where practical) and copies of the publications sent to BMA corporate development directorate, which has accountability for BMA Giving. In any acknowledgement of support for published reports, a disclaimer must be added to the effect that the report does not necessarily reflect the views of the BMA.
- 17. The grant holder must liaise with and obtain prior approval from the BMA press office before any press statements are issued about the project funded by the grant.
- 18. The grant holder must be willing to work with the BMA engagement and communications directorate and to promote the partnership between the grant holder and the BMA.

# Limitation of liability

19. The BMA accepts no responsibility for any costs or liabilities arising from the projects funded by the grant. The grant holder will indemnify the BMA against any claims for compensation or against any other claims (whether under any statute or regulation or at common law) for which any host organisation may be liable as an employer or otherwise or for which the grant holder or any other person may be liable.

# Variation and termination

- 20. The BMA reserves the right to amend these terms and conditions, as well as the grant criteria and any terms and conditions contained in the award letter. Any changes to these terms and conditions will be posted on the BMA Giving webpages.
- 21. The BMA reserves the right to terminate or suspend the grant with immediate effect once notice has been given.
- 22. The grant holder must inform the BMA as soon as possible of any change in status which might affect their ability to comply with these terms and conditions.
- 23. If the grant, or any part of it, is not used for the purpose specified, or is unspent, the BMA may ask for it to be returned.
- 24. If the organisation or project becomes insolvent, goes into administration, receivership or liquidation it should contact the BMA at the earliest opportunity. If the grant or any part of it has not already been spent on the purpose specified, it must be returned to the BMA Giving committee.

## **Data protection**

25. The BMA will use information provided in the application for the processing and the assessment of the application, for awarding the grant and for the financial payment and monitoring of the grant. The name of successful applicant organisations and their project details will be made available on the BMA Giving webpages on the BMA website following the awarding of the grants. BMA Giving applicant organisations will be subject to the BMA privacy policy which can be found here: <a href="https://www.bma.org.uk/about-us/legal-policies/privacy-policy">https://www.bma.org.uk/about-us/legal-policies/privacy-policy</a>.

#### Law

26. The laws of England and Wales shall govern these terms and conditions and all matters relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

#### For more information please contact:

Corporate development directorate, British Medical Association, Tavistock Square, London, WC1H 9JP

E-mail: BMAGiving@bma.org.uk