

The Trust for London Grant Application System Terms and Conditions

1. Terms of use of the System

Your use of the Trust for London's Grant Application System (referred to as "the "System") is subject to a legal agreement on the following terms and conditions ("the Terms") between you and the Trust for London ("the Trust"). The Trust's registered office is at 6 Middle Street, London EC1A 7PH.

2. Accepting the Terms

2.1. You can accept the Terms by:

2.1.1. clicking to accept or agree to the Terms, where this option is made available to you by the Trust in the user interface for the System; or

2.1.2. by actually using the System. In this case, you understand and agree that the Trust will treat your use of the System as acceptance of the Terms from that point onwards.

2.2. Before you continue, you should print off or save a local copy of the Terms for your records.

3. Language of the Terms

3.1. Where the Trust has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with the Trust.

3.2. If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the System by the Trust for London

4.1. You acknowledge and agree that the form and nature of the System which the Trust provides may change from time to time without prior notice to you.

4.2. You acknowledge and agree that the Trust may stop (permanently or temporarily) providing the System (or any features within the System) to you or to users generally at the Trust's sole discretion, for any reason, without prior notice to you. You may stop using the System at any time. You do not need to specifically inform the Trust when you stop using the System.

4.3. You acknowledge and agree that if the Trust disables access to your account, you may be prevented from accessing the System, your account details or any files or other content which is contained in your account.

5. Use of the Services by you

5.1. In order to access the System, you may be required to provide information about yourself and/or your employer organisation (such as identification or contact details) as part of the registration process for the System, or as part of your continued use of the System. You agree that any registration information you give to the Trust will always be accurate, correct and up to date.

5.2. You agree to use the System only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

- 5.3. You agree not to access (or attempt to access) any part of the System by any means other than through the interface that is provided by the Trust, unless you have been specifically allowed to do so in a separate agreement with the Trust for London.
- 5.4. You agree that you will not engage in any activity that interferes with or disrupts the System (or the servers and networks which are connected to the System).
- 5.5. Unless you have been specifically permitted to do so in a separate agreement with the Trust, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the System (or any part thereof) for any purpose.
- 5.6. You agree that you are solely responsible for (and that the Trust has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which the Trust may suffer) of any such breach.

6. Use of your data

- 6.1. The Trust is registered under the Data Protection Act 1998 (“the Act”) and complies with the provisions of the Act. Potential applicants are therefore reminded that in order for assessment procedures to be completed the Trust will process, circulate and store information provided by them. Data will be held securely and lawfully processed and not retained for longer than necessary. Data may also be used to compile published lists of award holders, which may be available on the Internet.
- 6.2. Normally grant applications will contain limited (if any) Personal Information relating to individual Data Subjects (as defined in the Act). However, where any application or other information uploaded via the system contains Personal Information you undertake and warrant that all relevant consents have been obtained from the relevant Data Subject(s) to enable the processing of such Personal Information by the Trust and its agents, sub-contractors and other representatives involved in providing the System and assessing and processing of such grant applications.
- 6.3. Without prejudice to paragraph 6.2, any Personal Information uploaded via the System will be used only for the purposes of:
 - 6.3.1. providing access to the System to you and your organisation, including notifying you of any changes to or issues relating to the System or these Terms;
 - 6.3.2. contacting you in relation to your use of the System and your grant application;
 - 6.3.3. processing and administering your grant application; and
 - 6.3.4. any other purposes referred to in these Terms.

7. Your passwords and account security

- 7.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the System.
- 7.2. Accordingly, you agree that you will be solely responsible to the Trust for all activities that occur under your account.
- 7.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify the Trust immediately.

8. Proprietary rights

- 8.1. You acknowledge and agree that the Trust (or the Trust's licensors, including CC Technology Limited, licensor of the software in the System) own all legal right, title and interest in and to the System, including any intellectual property rights which subsist in the System (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the System may contain information which is designated confidential by the Trust and that you shall not disclose such information without the Trust's prior written consent.
- 8.2. Nothing in the Terms gives you a right to use any of the Trust's (or its licensor's) trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.
- 8.3. Subject only to the limited licence in paragraph 8.4, the Trust acknowledges and agrees that you shall retain all right, title or interest from you (or your licensors) under these Terms in or to any content that you submit, post, transmit or display on, or through, the System ("Content"), including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with the Trust, you agree that you are responsible for protecting and enforcing those rights and that the Trust has no obligation to do so on your behalf.
- 8.4. You hereby grant to the Trust a non-exclusive, royalty-free, perpetual, irrevocable licence (including the right to sub-licence to relevant sub-contractors, agents and representatives) right to use and reproduce the Content for the purpose of administering the System, and all aspects of reviewing, administering and processing your grant application.
- 8.5. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the System.

9. Licence from the Trust

- 9.1. The Trust gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the System. This licence is for the sole purpose of enabling you to access and use the System for the purpose of submitting and monitoring your grant application.
- 9.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software utilised in the System or any part thereof.

10. Exclusion of Warranties

- 10.1. Access to the System is provided "as is" and the Trust and its licensors give you no warranty with respect to it.
- 10.2. In particular, the Trust and licensors do not represent or warrant to you that:
 - 10.2.1. your use of the System will meet your requirements;
 - 10.2.2. your use of the System will be uninterrupted, timely, secure or free from error;
 - 10.2.3. any information obtained by you as a result of your use of the System will be accurate or reliable; or
 - 10.2.4. that defects in the operation or functionality of any software provided to you as part of the System will be corrected.

- 10.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the System except to the extent that they are expressly set out in the Terms.
- 10.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

11. Limitation of Liability

- 11.1. Nothing in these Terms shall exclude or limit the Trust's liability for losses which may not be lawfully excluded or limited by applicable law.
- 11.2. Subject to overall provision in paragraph 10 above, the Trust and its licensors shall not be liable to you for:
- 11.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;
 - 11.2.2. any loss or damage which may be incurred by you as a result of:
 - 11.2.2.1. any changes which the Trust may make to the System, or for any permanent or temporary cessation in the provision of the System (or any features within the System);
 - 11.2.2.2. the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the System;
 - 11.2.2.3. your failure to provide the Trust with accurate account information; your failure to keep your password or account details secure and confidential.
- 11.3. The limitations on the Trust's liability to you in paragraph 11.2 above shall apply whether or not the Trust has been advised of or should have been aware of the possibility of any such losses arising.

12. Changes to the Terms

- 12.1. The Trust may make changes to the Terms from time to time. When these changes are made, the Trust will make a new copy of the Terms available at <http://grants.trustforlondon.org.uk/>
- 12.2. You understand and agree that if you use the System after the date on which the Terms have changed, such use shall constitute acceptance of the updated Terms.

13. Relationship with other grant funding terms

- 13.1. These Terms relate specifically to your use of the System and not to any other elements of the Trust's grant application or funding processes.
- 13.2. These Terms should be read in conjunction with the Trust's:
- 13.2.1. general Funding Guidelines (<http://www.trustforlondon.org.uk/wp-content/uploads/2012/06/Trust-for-London-Guidelines.pdf>) ("the Funding Guidelines");

13.2.2. advice as to "Do's and Don'ts" for grant applications (<http://www.trustforlondon.org.uk/funding/apply-for-grant/dos-and-donts/>); and

13.2.3. where grants are awarded, the Trust's Grant Conditions, as may apply from time to time.

13.3. If there is any conflict or inconsistency between these Terms and:

13.3.1. the Funding Guidelines, the Funding Guidelines shall take priority; and/or

13.3.2. the Trust's Grant Conditions, the Trust's Grant Conditions shall take priority.

14. General legal terms

14.1. The Terms constitute the whole legal agreement between you and the Trust and govern your use of the System.

14.2. You agree that the Trust may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the System.

14.3. You agree that if the Trust does not exercise or enforce any legal right or remedy which is contained in the Terms (or which the Trust has the benefit of under any applicable law), this will not be taken to be a formal waiver of the Trust's rights and that those rights or remedies will still be available to the Trust.

14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.5. The Terms, and your relationship with the Trust under the Terms, shall be governed by English law. You and the Trust agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the Trust shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.