

The David Lean Foundation: Grant Conditions
May 2004 edition

introduction

- 1.1 All grants and awards and other funding by the Foundation (unless expressly otherwise specified in writing) are subject to these conditions as appropriate on the understanding the same are intended to be capable of legal enforcement.
- 1.2 The Foundation is a charity making grants or otherwise providing funding for projects including in response to requests to it but in doing so the Foundation does not (and does not intend to) accept any liabilities whatsoever whether to the Applicant or to any third party.
- 1.3 A grant is made on the understanding that the information supplied to the Foundation is true and accurate in all material respects when supplied and continues so to be as and when the grant or each and every payment thereof is paid.
- 1.4 Where the grant is to an institution or body for or including a scholarship for one of its students such institution or body shall make known these conditions to such student (or if a minor then the parent or guardian on behalf of such minor) who will be taken to accept the same so far as reasonably applicable and shall be taken as authorising the release to the Foundation of all reports relating to such student and otherwise making disclosure as permitted under these conditions.
- 1.5 In the case of scholarships leading to a successful future career in film students are expected to fund future similar scholarships.
- 1.6 If a project fails for any reason any then outstanding payments under the grant relating to it shall cease to be payable.

Applicant's commitments

- 2.1 Only to use payments made pursuant to the grant for the Project.
- 2.2 To provide written progress reports whenever reasonably required and, in any event, at the end the Project.
- 2.3 To notify the Foundation if any information supplied to it ceases to be true and accurate in all material respects.
- 2.4 To notify the Foundation in writing immediately if the Project or any part of it is not to be completed or has not been completed and the reasons for this.
- 2.5 If the Applicant fails to complete the Project or a part for reasons within the Applicant's reasonable

control and without reasonable excuse or if the Applicant is otherwise in material breach of the terms and conditions applicable to the grant then not only to accept that no further payments under the grant shall be payable but also to repay to the Foundation all or part of a grant actually paid to the Applicant prior to such failure or breach if the Foundation by written notice to the Applicant requests such repayment.

financial terms

- 3.1 A grant (or any instalment of it) will be paid to the Applicant (or as otherwise arranged) on written request being made to the Foundation for such payment but then only if the Foundation is satisfied the time for which it is required has arisen.

publicity/disclosure

- 4.1 The Foundation may in its discretion include reference to the Applicant or any individual scholar in any publicity or other materials published during or after the completion of the Project.
- 4.2 The Foundation may disclose details of the Project and the Applicant as may from time to time be required by law including disclosures in its accounts required by the Companies Act 1985 and the Charities Act 1993 and any statutory re-enactments thereof from time to time in force.
- 4.3 The Applicant (by permission of the Foundation) may refer to the support received from the Foundation in consequence of the grant but shall cease to do so if so notified by the Foundation and in any event shall not make such reference and shall not do anything such as to bring the name of the Foundation into disrepute.

The Foundation's exclusion of any liability

- 5.1 In making any award or grant the Foundation makes no representation as to the suitability of the Project for the Applicant (or its student) or otherwise.
- 5.2 Save as (or to the extent as) otherwise provided by law or statute the Foundation and its trustees agents or others acting on its behalf shall have no liability to the Applicant or any individual scholar in contract tort or otherwise whether in respect of direct indirect or consequential loss or damage.

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