

Version dated 19.09.2023

Cost of Living Resilience Fund - Terms and Conditions

Introduction

Access - the foundation for social investment, company registration number 09153909 and a charity registered with the Charity Commission for England and Wales under charity registration number 115969 (“Access”) has provided funding from its Cost of Living Social Investment Support Fund to Crowdfunder Limited for onward distribution to eligible organisations. Crowdfunder Limited (Crowdfunder) is distributing this funding through the Cost of Living Resilience Fund (“Fund”).

General

These terms govern Your participation in the Fund via Crowdfunder (Fund) under which Your project receives Funding from the Fund. If You are participating in the Fund on behalf of an organisation, You agree that Your organisation will also be bound by these Fund Terms and Conditions and Crowdfunder’s Terms of Use - “You” refers to you and your organisation. If You do not want to be bound (or Your Organisation does not want to be bound, if applicable) by these Fund Terms and Conditions and Crowdfunder’s Terms of Use, please do not participate in the Fund.

In the event of inconsistency between these Fund Terms and Conditions and [Crowdfunder’s Terms of Use](#), these Fund Terms and Conditions shall prevail.

If there is any reason to believe that there has been a breach of these Fund Terms and Conditions and/or Crowdfunder’s Terms of Use, Crowdfunder may, at its sole discretion, exclude any project owner, organisation, backer or user from participating in the Fund.

These Fund Terms and Conditions are subject to the laws of England and Wales.

Crowdfunder reserves the right to hold void, suspend, cancel or change the Fund, and may amend these Terms and Conditions from time to time.

Eligibility Criteria

You confirm that Your organisation meets the [eligibility criteria](#) for the Fund. The eligibility criteria form part of these terms and conditions and You confirm that all information provided in Your application for Funding is true and accurate.

Fees

Crowdfunder will charge the following fees on pledges to Your project. This will be deducted from the pledges before they are transferred to You:

	Platform fee	Transaction fee
Crowd pledges	The platform fee set out on our fees page (which depends on your project type)	The transaction fee set out on our fees page (which depends on your project type)
Pledge from the Fund	0%	0%

Claiming your fund

You must set up a wallet with Crowdfunder's third party payment services provider, Mangopay via the Crowdfunder platform.

You must draw down Your Funding through Crowdfunder within 3 months of the successful completion of Your crowdfunding campaign. Any Funding not drawn down after 3 months will be deemed unspent and the offer of funding will be rescinded.

Using your Funding

You shall only be entitled to use the Funding for the Funding Purpose as set out on Your Crowdfunder campaign page, if You are unable to use the Funding for the purposes set out on Your Crowdfunder campaign page, please notify us as to how You intend to spend the Funding at support@crowdfunder.co.uk. Crowdfunder will determine at its discretion whether the revised use of the funds or extended timeline is approved, or whether the Funding distributed to You must be repaid or Your application has been rejected, as appropriate.

Monitoring and evaluation

You will also be asked to complete short questionnaires about Your project delivery and crowdfunding experience at 3 months and 12 months after Your crowdfunding campaign closes. Crowdfunder may also request additional information throughout and after Your campaign. You may also be asked to take part in any evaluation being undertaken by Crowdfunder, Access or anyone working on their behalf. You agree for Your contact details to be passed on to us for this purpose and to supply any information requested in a timely manner.

Branding and Recognition

Crowdfunder and/or Access may wish to use Your campaign details and the Funding to form part of a case study that they will publish on their websites or social media platforms to show good-practice and provide support to other organisations wishing to crowdfund as an alternative source of funding. The content will be discussed and agreed with You prior to publication.

Organisational Issues

Please inform us in writing of any major changes to Your organisation, this may include impending mergers, financial difficulties, significant loss of funding, significant changes in staffing, and/or Charity Commission / Companies House matters. If You change Your address or contact details, please inform us via email [support@crowdfunder.co.uk] providing details of Your new address and contact details.

Sharing information with Access

You acknowledge that Crowdfunder may share with Access any data in relation to You, Your Organisation and your project and Funding including monitoring and evaluation data it holds. Crowdfunder and Access are each data controllers. For more information about how Crowdfunder and Access process your personal data and your individual rights, please see:

- [Crowdfunder privacy policy](#)
- [Access privacy policy](#)

Clawback of funding

Crowdfunder may require You to repay without delay all or the relevant portion of the Funding You receive:

1. which is found by a competent court of law or regulator to constitute an Unlawful Subsidy (Unlawful Subsidy means a subsidy that is unlawful under the Subsidy Control Rules) together with any applicable interest as specified according to the terms of a recovery order issued by the Competition Appeals Tribunal from the date on which the Unlawful Subsidy was at Your disposal until the date of its recovery;
2. which is used by You for any purpose other than the Funding Purpose;
3. where Your project or pledges to Your project are identified as fraudulent, potentially fraudulent, or demonstrative of manipulating the pledging on a project in order to obtain Funding;
4. is used by You in material breach of these terms and conditions (including the eligibility criteria);

5. which is unused by You 12 months after the close of Your crowdfunding campaign; or
6. which is paid to You in error.

Safeguarding

You shall:

1. comply with all child and vulnerable persons welfare and protection legislation applicable in the UK and with English law where applicable in order to promote a strong safeguarding culture and by committing to a practice that protects vulnerable people from abuse of any kind, including by:
 - a. complying with all applicable safeguarding laws and regulations;
 - b. having in place and enforcing appropriate written safeguarding policies and procedures approved by Your board and which is proportionate to Your activities, and regularly reviewing such policies and procedures to ensure they adhere to any applicable legislation and regulations; and
 - c. carrying out criminal records checks, as appropriate, that staff and volunteers are eligible for, both in England in any other jurisdiction that You operate in;
2. with respect to workplace bullying and harassment,
 - a. promote a strong anti-bullying culture within its organisation and commit to a practice that identifies and addresses instances or allegations of bullying or harassment; and
 - b. maintain and enforce appropriate policies for dealing with bullying and harassment including a whistleblowing, grievance and disciplinary policies; and
3. notify Crowdfunder immediately after You become aware of:
 - a. any incidents in which any vulnerable people are harmed or placed at risk of harm as a result of or in connection with Your project and/or Your organisation; and
 - b. any incidents or allegations of bullying or harassment relating to senior staff members and/or trustees who have a significant influence over the culture and operations of its organisation even if they do not work directly on the project.

Subsidy Control

You shall comply with all applicable Subsidy Control Rules.

“Subsidy Control Rules” means the subsidy control rules adopted by the UK with effect from 11pm 31 December 2020, including the rules set out in Part 2, Title XI, Chapter 3 (Subsidy Control) of the TCA means the Trade and Cooperation Agreement between the UK and the EU, which takes effect as part of domestic law in the United Kingdom by virtue of section 29 of the EU (Future Relationship) Act 2020., the Subsidy Control Act 2022, any other directly effective

subsidy control provisions contained in trade agreements entered into between the UK and other states (including the Northern Ireland Protocol) as amended from time to time, and any other subsidy control legislation which may be enacted.

Information, recording keeping and audit

You agree to keep proper and up-to-date records including, without limitation, any written information which Crowdfunder requires You to generate in relation to the use of any Funding during the period that You receive any Funding from Us and for a period of ten (10) years thereafter, in order to demonstrate compliance with these Terms and Conditions.

Additional terms

Where applicable, You must have insurance and all relevant consents and approvals for any activity which the Funding will be wholly or partly funding.

Crowdfunder reserves the right to withdraw, reduce, vary or withhold the Funding, in whole or in part in the event of any failure to comply with these terms and conditions, Crowdfunder's [terms and conditions](#) or where the law is not being complied with. Crowdfunder may continue to review Your Project even after it is accepted to participate in the Fund and reserves the right to remove a Project from the Fund at any time if it is identified that the Eligibility Criteria or Fund Terms and Conditions are not met. You will also be ineligible to receive Funding if, at Crowdfunder's sole discretion it is not satisfied that all the Supporter pledges on Your project are genuine pledges.

Where projects or pledges are identified as fraudulent, potentially fraudulent, or demonstrative of manipulating the pledging on a project in order to obtain match funding, this is taken very seriously. Where appropriate, the police or other relevant authorities will be informed. In addition:

- Your application for the Fund will be refused and any existing commitment for Funding will be withdrawn.
- Your Crowdfunding project may be cancelled and You will be ineligible for future applications or projects.
- Action will be taken to recover Funding which has been paid out.

Crowdfunder may, at its sole discretion, exclude any Project Owner, organisation, backer or user from participating in the Fund.

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