

The Tracie Lawlor Trust for Cystic Fibrosis Members Grant Scheme — Terms & Conditions

Herein “the Charity” refers to The Tracie Lawlor Trust for Cystic Fibrosis

Herein “the Recipient” refers to the grant applicant and/or grantee.

1. Eligibility Criteria

1.1 Applicants must be current members of the Charity in good standing.

1.2 Applicants must have been active members within the six months prior to the application date, meaning they have carried out at least one of the following during that period:

- (a) volunteering in Charity activities or services;
- (b) organising or co-ordinating Charity events or projects;
- (c) fundraising activities on behalf of the Charity;
- (d) promotion or advocacy of the Charity’s work, including public awareness or outreach.
- (e) consistently provided admin, service and/or volunteer work within the charity.

1.3 Trustees or board members may apply only where permitted by the Charity’s governing document and conflict-of-interest procedures. Any such application shall be assessed in accordance with the Charities Act 2009 and weight given to the assessment *The Tracie Lawlor Trust Members Grant Application Form* in particular *confirmation of active membership*.

2. Application Process

2.1 Applications must be made using the Charity’s “The Tracie Lawlor Trust Members Grant Application Form” which shall request:

- (a) applicant details and membership status;
- (b) description of recent active involvement;
- (c) description of the proposed activity and how it furthers the Charity’s charitable purposes;
- (d) a detailed budget and amount requested.

2.2 Applications must be submitted by the published deadline unless the board approves an exception in exceptional circumstances.

3. Assessment and Decision-Making

3.1 A Grants Sub-Committee (or the board where no sub-committee exists) will assess applications by reference to:

- (a) alignment with the Charity’s charitable purpose(s) and public benefit;
- (b) evidence of active membership in the previous six months;
- (c) value for money and available funds within the Charity’s budget.

3.2 Any member involved in assessing an application who has a conflict of interest (including being the applicant or closely connected to them) must declare it.

3.3 All decisions shall be recorded in writing, including reasons for approval or refusal and any conditions attached to the Grant.

3.4 Acceptance of the Grant shall be effective only upon the Trust’s receipt of a duly signed and returned copy of the *Tracie Lawlor Trust Member Grant Acceptance Agreement*, together with the Grantee’s unqualified agreement to be bound by these terms and conditions.

4. Status of Recipient

4.1 Any Grant provided by the Charity is a voluntary, non-contractual benefit. It does not create, and shall not be construed as creating, any contract of employment, contract for services, agency, partnership or joint venture between the Charity and the Recipient.

4.2 The Recipient shall have no entitlement to salary, wages, holiday pay, pension, social welfare benefits or any other employment-related rights or obligations.

4.3 The Recipient is solely responsible for all taxes, social insurance contributions and statutory liabilities arising from receipt or use of the Grant.

5. Eligible and Ineligible Costs

5.1 Eligible costs are those which directly support or advance the Charity's charitable purposes and are necessary, reasonable and proportionate. Eligible costs may include:

- (a) project materials, equipment and supplies;
- (b) venue hire, a nominal, discretionary honorarium as a token of appreciation.
- (c) training or capacity-building expenses;
- (d) outreach or dissemination costs;
- (e) reasonable travel and subsistence directly connected with the approved activity.

5.2 Grant funds shall not be used for:

- (a) private or personal benefit unconnected to the Charity's purposes;
- (b) party-political activity or campaigning;
- (c) repayment of personal debts, fines or penalties;
- (d) any expenditure contrary to Irish law, Revenue guidance, the Charities Regulator's guidance, or the Charity's internal policies;
- (e) any cost deemed excessive, unnecessary or inconsistent with prudent use of charitable funds.

6. Generative Artificial Intelligence

6.1 All applications, proposals, reports and documents submitted by the Recipient must be substantively their own original work.

6.2 Generative artificial intelligence tools may be used only as an ancillary aid and shall not be relied upon as the sole or determinative source of any content.

6.3 The Recipient shall not submit verbatim or unverified AI-generated outputs and remains wholly responsible for the accuracy and integrity of all information submitted.

6.4 Any material assistance from generative AI must be clearly disclosed within the relevant document.

6.5 Failure to comply may result in rejection, withdrawal or recovery of the Grant.

7. Grant Conditions and Monitoring

7.1 The Recipient shall execute a Grant Agreement confirming that Grant funds will be used solely for the approved charitable activity.

7.2 Any unspent funds shall be returned to the Charity upon completion of the activity or upon request.

7.3 The Recipient shall maintain accurate records and receipts for all expenditure.

7.4 Within six weeks of completing the activity, the Recipient shall submit a report detailing:

- (a) activities undertaken;
- (b) how the activity furthered the Charity's purposes;
- (c) a clear account of expenditure.

7.5 The Charity may withhold, suspend or recover Grant funds where they are not used in accordance with these Terms, the Grant Agreement, or applicable law and regulatory guidance.

8. Conflicts of Interest

8.1 The Recipient shall promptly disclose any actual or potential conflict of interest relating to the Grant.

8.2 The Charity may impose conditions, require mitigation steps, or withdraw the Grant where a conflict is identified.

9. Data Protection

9.1 The Recipient shall comply with all applicable data protection legislation, including the General Data Protection Regulation (GDPR) and the Data Protection Acts 1988–2018, when processing personal data in connection with the Grant.

9.2 The Charity may process personal data provided by the Recipient for the purposes of administering, monitoring and evaluating the Grant in accordance with its privacy notice.

10. Exclusion and Limitation of Liability

10.1 To the fullest extent permitted by law, the Charity shall not be liable to the Recipient or any third party for any loss, damage, cost or expense (including indirect, consequential, special or punitive loss, loss of profit, loss of business, loss of goodwill or loss of opportunity) arising out of or in connection with the Grant or its use.

10.2 Nothing in these Terms excludes liability which cannot lawfully be excluded.

10.3 The Recipient shall indemnify and keep indemnified the Charity against all claims, demands, liabilities, losses, costs and expenses (including reasonable legal fees) arising from the Recipient's use of the Grant or breach of these Terms.

11. Governance

11.1 The board of trustees retains ultimate responsibility for ensuring that all grants are consistent with:

- (a) the Charity's governing document;
- (b) the Charities Act 2009;
- (c) Revenue requirements;
- (d) Charities Regulator guidance.

11.2 The trustees may impose additional conditions or safeguards as they consider necessary.

12. Review and Amendment of the Scheme

12.1 This Scheme shall be reviewed at least every two years, or earlier where required by changes in law or regulatory guidance.

12.2 The Scheme may be amended by board resolution, provided any amendments remain consistent with the Charity's charitable purposes and public benefit obligations.

13. Termination

13.1 The Charity may terminate or withdraw the Grant with immediate effect where:

- (a) the Recipient breaches these Terms or the Grant Agreement;
- (b) funds are misappropriated or used for ineligible costs;
- (c) false, misleading or incomplete information has been provided;

(d) continuation of the Grant would, in the Charity's opinion, risk non-compliance with law or regulatory guidance.

13.2 Upon termination, the Charity may require repayment of all or part of the Grant.

14. Governing Law

14.1 These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of Ireland.

14.2 The Irish courts shall have exclusive jurisdiction.