



## Grant Flowchart

Managing Trustees often apply for grant funding for property projects from a variety of external grant providers.

Funding may be sought for a wide variety of reasons. Managing Trustees may wish to refurbish the Church building, extend Church facilities, install a new heating or lighting system or create a disabled access, for example.

In most instances the Funding Agreement (also known as a Grant Contract) will be directly with the Managing Trustees (most often the Church Council) and the grant provider. However, some Funding Agreements are entered into by the Trustees for Methodist Church Purposes (TMCP) and the grant provider.

TMCP can only enter into the Funding Agreement upon the direction of the Managing Trustees. As the obligations in the Funding Agreement will be met by the Managing Trustees, TMCP will ask Managing Trustees to sign a Deed of Indemnity. This is to indemnify TMCP for any losses which TMCP may suffer should the Managing Trustees default on any of the terms and conditions set out in the Funding Agreement.

It is very important that TMCP are sent a copy of the Funding Agreement as soon as possible and that TMCP are involved at an early stage in the process to help prevent delays in the Managing Trustees receiving funding.

TMCP will assist Managing Trustees by providing overarching guidance on the requirements but if Managing Trustees are unsure about any of the obligations under the Funding Agreement then they should take advice from their own solicitor.

### Disclaimer

*Please note that this document is to provide guidance and assistance to Managing Trustees and their professional advisers. This guidance note is general in nature, may not reflect all recent legal developments and may not apply to the specific facts and circumstances of any particular matter.*

*Also note that nothing within the documents and guidance notes provided by TMCP nor any receipt or use of such information, should be construed or relied on as advertising or soliciting to provide any legal services. Nor does it create any solicitor-client relationship or provide any legal representation, advice or opinion whatsoever on behalf of TMCP or its employees.*

*Accordingly, neither TMCP nor its employees accept any responsibility for use of this document or action taken as a result of information provided in it.*

*Please remember that Managing Trustees need to take advice that is specific to the situation at hand. This document is not legal advice and is no substitute for such advice from Managing Trustees own legal advisers.*

## Flowchart

If you are applying for a grant and TMCP need to be party then the Funding Agreement should be sent to TMCP for review as soon as possible.

It is important TMCP are involved at an early stage in the process to help prevent delays in Managing Trustees receiving funding.



TMCP will review the Funding Agreement and the conditions contained within it.

Although the recipients of the grant monies are the Managing Trustees, the obligations under the Funding Agreement are placed on TMCP.



TMCP will ask the Managing Trustees to sign a Deed of Indemnity

TMCP can only enter into the Funding Agreement on the direction of the Managing Trustees. The Managing Trustees will have to indemnify TMCP against any losses which TMCP may suffer should the Managing Trustees default on any of the terms and conditions set out within the Funding Agreement.



When the Managing Trustees receive the Deed of Indemnity they should consider whether they need to take legal advice from a local solicitor on the terms of the Funding Agreement and Deed of Indemnity.



Once in receipt of the signed Deed of Indemnity, the TMCP Board will sign the Funding Agreement. This will enable the grant monies to be released to the Managing Trustees.