

## **BASA Supporting Grants Programme: Rules and Regulations**

### **1. Summary of Terms of Conditions**

- 1.1. If a Grant has been allocated, you will need to complete Application Form A. The rules attendant to this form will constitute a legally binding contract between you and BASA.
- 1.2. No sponsorship is guaranteed support by virtue of application. Grants are awarded at the discretion of the BASA Board. Please note that BASA's Supporting Grants Programme has an annual cash limit. However, BASA commits to reviewing all applications submitted timeously, equally, and on the full merit of the application, provided the application falls within the criteria stipulated by BASA's Supporting Grants Programme.
- 1.3. Applications must be submitted to BASA at least twelve weeks' prior to the start date of the sponsored project. This includes print deadlines, a public opening, or the time at which the business first receives a major sponsorship benefit. The co-ordinator of an application, where a competition component is included, is advised to clarify the start date with BASA well in advance of submitting an application. Grants cannot be awarded retroactively.
- 1.4. BASA satisfaction with the eligibility, legal status and financial accountability (of the arts organisation or business sponsor(s) that applies under the Supporting Grants Programme) is imperative. BASA's decision regarding eligibility for the scheme is final.
- 1.5. If the mandate or core business of a sponsoring partner in a Supporting Grant application falls within the arts, culture, heritage or creative sector, the application will not be eligible for consideration.

### **2. Use of the Grant**

- 2.1. Grants are made on understanding that the awarded amount will be used by the recipient arts organisation, to facilitate an additional range of benefits that would otherwise not be available to them or their sponsor(s). The Grant money should be used for the stated benefits within six months of the sponsored event.
- 2.2. The applicant must pay considered attention to these additional benefits. These benefits and their costs must be clearly listed on the application form. With the exception of food and drink costs for corporate hospitality, items can include:
  - 2.2.1. additional marketing for the sponsorship
  - 2.2.2. maximum publicity and exposure for the sponsored event (to a targeted audience)
  - 2.2.3. other activities of specific benefit to the sponsor, i.e. workshops, complimentary tickets, related programmes, walkabouts, etc.

The rationale behind this request is based on BASA's aim for all businesses to be attracted by and committed to sponsoring the arts.

### **3. Crediting BASA's Supporting Grants Programme**

3.1. BASA's Supporting Grants Programme must be credited correctly in all relevant material. BASA will send the terms and conditions once a Grant is approved. Please do not credit the Supporting Grants Programme before your application is approved. This is necessary, as the Supporting Grants Programme is not only supported from public money, but BASA prefers to curate others' awareness of the benefit clearly and correctly – failure to credit the Supporting Grants Programme satisfactorily may prejudice decisions regarding future applications.

### **4. Transfer of Supporting Grants Programme Money**

4.1. Upon approval of the Grant, BASA will pay the money directly to the arts organisation. This will take place as soon as BASA has received confirmation of payment from the sponsor(s), of total sponsorship contribution.

4.2. Prior to payment of the Grant, BASA may request further accounting information.

4.3. Should BASA approve a Grant, the arts organisation in question should compile and keep full accounting records of the disbursement of Grant money. BASA may request full audited statements of how the Grant was used, and will be entitled to inspect all records related to the Grant and sponsorship.

4.4. BASA reserves the right to conduct an independent audit of the project, with an audit firm appointed at its sole discretion.

### **5. Report back**

5.1. All organisations that receive a Grant from the Supporting Grants Programme are required to provide a complete and comprehensive report, which must include a full accounting *of all expenditure and income related to the entire project or event*.

5.2. A report template is provided to all Grant recipients. Should the applicant fail to provide the report, the closing amount of the Grant will not be paid, and no further applications from the applicant in question will be considered.

5.3. Further to this, the report must include a letter from a local, reputable audit firm, which confirms the following:

5.3.1. Proof that the event did indeed take place.

5.3.2. That the funding awarded was spent on the intended costs.

5.3.3. BASA and the commercial sponsors were properly acknowledged.

5.3.4. That the project objectives were met.

### **6. Termination**

6.1. BASA must be notified immediately, in writing, of any change to the existing contract or agreement.

6.2. BASA may terminate any contract or agreement with immediate effect if:

6.2.1. either the sponsor(s) or arts organisation enters into any arrangement for the benefit of its creditors, or has a receiver or liquidator appointed over any of its assets

- 6.2.2. either the sponsor(s) or arts organisation goes into liquidation
- 6.2.3. either the sponsor(s) or arts organisation ceases, or threatens to cease, operation of the business or – in the case of a sponsor(s) – changes its status during the term of sponsorship, which may affect eligibility of participation in the Supporting Grants Programme.
- 6.2.4. BASA finds that any information contained in the original application, or any other information or representations made to BASA, are misleading or inaccurate, or that the Grant, or any part thereof, was not used for its intended purpose
- 6.2.5. BASA does not receive satisfactory confirmation that the sponsorship money has been paid to the arts organisation
- 6.2.6. on termination of any contract or agreement, either for any of the above reasons, or due to any breach of the rules, BASA shall be entitled, at its absolute discretion, to require payment of some or all of the Grant money. The arts organisation and business sponsor(s) will be jointly and severally responsible for the return of all funds
- 6.2.7. any arts organisation or business sponsor knowingly involved in arrangements designed to secure a Grant under the Supporting Grants Programme, contrary to the rules or objectives of the Scheme, will be disqualified from participation in the Supporting Grants Programme, at BASA's absolute discretion.

**BASA reserves the right to change these rules at any time.**