

EDI Grant - Terms & Conditions - June 2025

Agreed Terms:

1. <u>Interpretation</u>

Applicable Laws: all applicable laws, statutes, regulations, and codes from time to time in force.

Applicant: any organisation making an application for an EDI Grant.

Decision: the determination of whether an Applicant for an EDI Grant has been successful or not, in line with the process detailed at Clause 8 below.

EDI Committee: a committee which sets the EDI Strategy and focus areas for ASN, and is comprised of members of the Motorsport UK Board alongside individuals selected to join the EDI committee by the nomination and appointments committee.

EDI Grant: an award of grant funding in respect of Equality, Diversity & Inclusion (EDI) pursuant to the Grant Agreement and these Terms & Conditions.

EDI Strategy: ASN's strategy for Equality, Diversity and Inclusion, as set out on its website and updated from time to time.

Sustainability Team: employees of ASN with formal responsibility for EDI at Motorsport UK.

Grant Agreement: includes these Terms & Conditions and any additional conditions set out in the letter awarding the EDI Grant.

Grantee: an organisation that meets the eligibility criteria, has been offered an EDI Grant, and has accepted and validly executed a Grant Agreement.

Intellectual Property Rights: patents utility models rights to inventions copyright and neighbouring and related rights trademarks and service marks business names and domain names rights in get-up goodwill and the right to sue for passing off rights in designs rights in computer software database rights to use and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world

Insurance: [suitable employee and public liability insurance and appropriate insurance to cover the full replacement value of any assets funded by ASN with





reputable insurers, in the sums set out in the Grant Agreement or as may be required by ASN from time to time].

Motorsport UK Website: the ASN domain with address https://www.motorsportuk.org/ as updated by ASN from time to time.

Objective: [ASN's mission to inspire and enable more people to participate in motorsport in the United Kingdom in a safe, fair, fun, inclusive and progressive environment.]

Project: for Applicants, EDI projects for which an EDI Grant is sought, and/or – in the case of successful Applicants – for which the Grantee is awarded an EDI Grant.

Relevant Persons: an Applicant or Grantee's members, governing body, trustees, directors, employees, agents, contractors, and any other person or entity connected with or engaged in the performance of the Project.

Suitability Checks: a Disclosure and Barring Service ('DBS') or Protecting Vulnerable Groups ('PVG') check, as applicable.

2. General conditions

- 2.1. These Terms and Conditions apply to ASN, a private limited company incorporated in England and Wales with company number 01344829 having its registered office at 141 The Command Works Southern Avenue Bicester Heritage Bicester England OX27 8FY (referred to as 'ASN' or 'We', 'Us' or 'Our')
- 2.2. These Terms and Conditions apply to organisations (referred to as 'you' or 'your') applying for an EDI Grant from ASN. Applicants agree to be bound by these Terms & Conditions.
- 2.3. The purpose of these Terms & Conditions is to set out the principles and procedures which will guide the EDI Committee in making the grants. It also provides information to anyone who is applying to ASN for a grant. They are relevant to both applications made singly or in collaboration with other Applicants.
- 2.4. Any offer of an EDI Grant from ASN is subject to these Terms & Conditions. By accepting the award of an EDI Grant offered by ASN, the Grantee agrees to be bound by these Terms & Conditions and any further stipulations set out in the Grant Agreement.
- 2.5. ASN recommends these Terms & Conditions are shared with all persons with legal responsibility for the organisation before applying for an EDI Grant.
- 2.6. Grantee agrees that it shall ensure that all current members of its governing body and/or executive team, and all future such members appointed during the period of the EDI Grant shall receive a copy of these Terms & Conditions.





3. Purpose of the EDI Grant:

- 3.1. The EDI Grant has been established to support the diversification of motorsport. By empowering approved providers through targeted funding, ASN seeks to enable the wider motorsport community to drive greater impact collectively than any single organisation could achieve alone.
- 3.2. The EDI Grant forms part of ASN's 'Inclusion' strategy and will fund Projects aligned with the Objective and aimed at attracting new participants looking specifically at underrepresented groups in the sport.

4. Eligibility and Scope of Funding

Who can apply

- 4.1. To be eligible for grant funding, Applicants must be formal organisations based in the United Kingdom. Eligible organisations include:
 - Registered charities;
 - Not-for-profit organisations;
 - Social enterprises or Community Interest Companies (CICs);
 - For-profit organisations, where funding is ring-fenced and demonstrably used for a not-for-profit initiative;
 - Co-operative societies;
 - Community benefit societies;
 - ASN-affiliated sports clubs (Note: Applicants representing ASN clubs should first consider whether the Club Development Fund is a more appropriate funding route.).

What we will fund

- 4.2. ASN will provide funding for Projects that are specifically designed to support individuals from underrepresented groups to access opportunities in motorsport in the United Kingdom, including in the following areas:
 - Obtaining both free and paid for competition licences;
 - Securing Esports memberships;
 - Securing Club memberships; and
 - Undertaking recognised Motorsport UK marshal and official roles.





What we will <u>not</u> fund

- 4.3. ASN will not consider applications for funding from the following:
 - Organisations applying on behalf of a third party;
 - Organisations based outside the United Kingdom;
 - Individuals or sole traders;
 - Costs already contractually committed to (i.e. existing obligations);
 - Requests for emergency relief funding;
 - General running costs such as utility bills;
 - Retrospective costs incurred prior to the award confirmation email;
 - Unspecified or inadequately explained costs;
 - Activities or costs already funded through another funding source;
 - Activities that involve the promotion or practice of religion or any particular belief system;
 - Lobbying activities or work intended to influence government policy or legislation;
 - Recoverable VAT (Note: If your organisation is not VAT registered, VAT costs must be included in the total amount requested.); or
 - Organisations where the amount requested would constitute more than 70% of the organisation's annual turnover.
- 4.4. If you are unsure if the Grant suits your organisation and require further information, please contact sustainability@motorsportuk.org

5. Available EDI Grant amounts

- 5.1. ASN will accept applications for grant funding of up to a maximum of ten thousand pounds sterling (£10,000.00) per Project.
- 5.2. It is anticipated that, in any given year, the portfolio of successful applications will comprise a combination of one larger-scale Project and several smaller-scale initiatives.
- 5.3. ASN may provide funding to individual programmes for a period of up to a maximum three (3) years, inclusive of any pilot or initial year. Following this period, it is expected that the programme will have achieved a level of sustainability and no further funding will be provided. Whilst funding may be provided up to three (3) years, applications are only valid for one (1) year of funding. Grantees must submit a new application every year in respect of which funding is sought.
- 5.4. Applicants should outline how additional support from ASN, such as communications, or capacity building may contribute to the success of the proposed Project. Any such





requests must be clearly detailed within the application submission. Motorsport UK is unable to offer legal support to third parties.

6. How to apply

- 6.1. Applicants must complete the official 'Grant Application Template', which will be made available via the Motorsport UK Website. The application form will require the following information:
 - A completed eligibility checklist;
 - Full organisational details;
 - A named primary contact for the application;
 - A Project governance document (outlining management and accountability structures);
 - The total amount of funding requested, including a detailed breakdown of projected expenditure; and
 - A proposed project timeline.
- 6.2. Project Overview (maximum five hundred (500) words). Applicants must provide a concise overview of the proposed project. This should address:
 - The nature and purpose of the project;
 - Why your organisation is well-positioned to deliver this project;
 - Why now is the appropriate time to deliver the project;
 - The problem, issue, or barrier the project aims to address; and
 - A summary of the planned activities and who will be responsible for delivery.
- 6.3. Impact Overview (maximum five hundred (500) words). Applicants must provide a concise overview of the proposed project. This should address:
 - The short-term and long-term goals of the project;
 - How success will be measured; and
 - The anticipated outcomes or benefits of the project.

6.4. Additional Information:

- Alignment with Grant Criteria Please provide a statement (maximum one hundred (100) words) on how the proposed project aligns with the grant's eligibility and overall aims.
- Support Requested from ASN Please outline (maximum one hundred (100) words) any specific support you are requesting from ASN.





7. Application process and timeline

- 7.1. ASN's Board has the ultimate responsibility for all grant-making decisions and for ensuring that all grants awarded are used to advance the Objective.
- 7.2. The grant giving process will be transparent, consistent and fair. Led by evidence and data to ensure spend is proportionate to the impact. The process will be the same for all grants Applicants and had been designed to uphold the aforementioned principles.
- 7.3. In line with our broad focus areas across inclusion we will not proportion set amounts to each programme to ensure we champion intersectional approaches and that this can be balanced with wider ASN activity. However, we reserve the right to invite proposals outside of the prescribed timeline to ensure all areas have sufficient attention and resource.
- 7.4. The following indicative timeline is provided by way of guidance only, and may be subject to change at the discretion of ASN:
 - Applications open in September as part of national inclusion week
 - Initial review is in October with and additional (optional) EDI committee session focused on selection.
 - Final board meeting of the year to agree successful programmes which are communicated to organisations in December and externally in January
 - Unsuccessful applications will be updated throughout

8. How the Decision is made

8.1. **Review stages:** The grant application process consists of three review stages. At each stage, ASN may contact Applicants for clarification or additional information.

Stage 1: Eligibility/Criteria Review

- All submitted applications are initially reviewed by ASN's Sustainability Team to assess whether they meet the basic eligibility and qualification criteria.
- Applications that meet the criteria will proceed to Stage 2.
- Applications that do not meet the criteria will be rejected at this stage.
- ASN will provide feedback outlining the reason(s) for rejection, and may contact the Applicant for clarification prior to making a final decision.

Stage 2: Initial Review





- Eligible applications are then reviewed by the EDI Committee or a delegated sub-group of the Committee in advance of the final EDI Committee meeting of the year.
- At this stage, ASN may request further clarification or invite Applicants to present their proposal to the Committee.

Stage 3: Detailed Review

- The EDI Committee or the designated sub-group will consider the application in detail and make one of the following determinations:
- Further information or clarification is required before a decision can be made. This may include an invitation for stakeholders to present their proposal.
- The application is declined or the Applicant is encouraged to reapply at a future date.
- The application is approved by majority decision and formally recommended to the ASN Board for final endorsement.
- If the Committee is unable to reach a majority decision, the final decision will be escalated to the ASN Board for resolution.

Stage 4: ASN Board sign off

- The ASN Board reviews applications and grants the funds for that year.
- The ASN Board is able to ask for more information if needed for a decision making
- The ASN Board should take into consideration the recommendation of the EDI committee but us not bound to accept the recommendation
- All applications will be notified of the Boards decision at least two weeks after the decision has been made
- 8.2. **Connected persons:** Any EDI Committee or Board members with a conflict of interest in this space will be asked not to comment or be involved in any discussions on any proposal that they have a conflict of interest with or other proposals submitted that may be deemed similar, this does however mean that they may support an organisation with their proposal. Members of the Committee will have gone through a formal conflict of interest declaration process and if in violation of the policy or if an individual does not declare a conflict this will affect their committee/ board place.
- 8.3. **Due diligence:** ASN's Sustainability Team will conduct due diligence checks on all grant Applicants to ensure that Applicant organisations meet ASN's eligibility criteria, supporting documentation will be required alongside the application. The level of due diligence will be proportionate to the amount of funding requested. The documentation may include:





- Confirmation of the organisation's legal structure (e.g. registered charity, company limited by guarantee, etc.), including appropriate registration documents or certificates.
- Financial statements or audited/examined accounts covering up to the last three years, where available.
- Names of the individuals responsible for the delivery and oversight of the proposed project.
- Evidence of safeguarding measures including:
 - A publicly available Safeguarding Policy
 - A Safer Recruitment Policy
 - A Social Media Policy
- Confirmation of relevant Suitability Checks being in place (template policies are available via the ASN website).
- Disclosure of any external or internal risks that could impact project delivery or pose reputational concerns for ASN.
- Declaration that the organisation will adhere to ASN's Race with Respect Code of Conduct.

9. Notification of outcome

- 9.1. All Applicants will receive written notification via email whether the outcome of their application has been successful or unsuccessful.
- 9.2. Unsuccessful Applicants will be provided with feedback outlining the reasons for the decision. Where appropriate, ASN will advise whether a future application is encouraged, or if the grant is unlikely to be suitable for the organisation or proposed programme.

10. Successful Applicants

- 10.1. The successful organisations agree to:
 - be covered by ASN's Race with Respect Policy; and
 - to the Grantee's understanding and obligations outlined at Clause 14 below.
- 10.2. Any EDI Grant award needs to be accepted by two people authorised to do so on behalf of the Grantee, through executing the Grant Agreement.
- 10.3. During the period of the EDI Grant, the Grantee agrees to act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with all relevant legislation.





11. Payment of EDI Grant

- 11.1. ASN will only offer an EDI Grant to organisations that meet the eligibility criteria and have accepted and validly executed a Grant Agreement.
- 11.2. Full details of payment terms and conditions will be provided to successful Applicants as part of the Grant Agreement or in accompanying documentation.
- 11.3. All EDI Grant payments will be made into a UK business bank account held by the Grantee with a UK clearing bank or one of its UK-based subsidiary banks. In exceptional circumstances, and at ASN's sole discretion, an alternative bank account may be accepted by prior agreement.
- 11.4. ASN has sole discretion to determine the appropriate payment structure for any EDI Grant. Projects requiring upfront expenditure may be eligible for an advance payment, subject to prior agreement by ASN. Payment may also be made in instalments.
- 11.5. Payment will generally be made on the basis that ASN covers costs directly as they are incurred, rather than requiring the Grantee to pay costs upfront and seek reimbursement. This arrangement will be agreed in advance with the Grantee.

11.6. Grantees agree that:

- they shall only use the EDI Grant for the purpose agreed with ASN and in line with the Grant Agreement;
- no more than twenty percent (20%) of the EDI Grant can be spent by the Grantee on assets:
- to hold on trust for ASN any unused part of the EDI Grant at all times;
- to repay the EDI Grant (including any unused portion of the Award) to ASN immediately upon demand.
- 11.7. ASN reserves the right to vary or reduce the EDI Grant, or refuse to make any payment pursuant to Clause 14.11 below, including where:
 - there are unexplained delays or inaction by Grantee;
 - if in ASN's reasonable opinion, the payment is not for the purposes of the Project or is otherwise not in accordance with the Grant Agreement or these Terms & Conditions.

12. Continuous Monitoring





- 12.1. ASN will take steps to monitor the use of the EDI Grant and verify that it is used for the purposes that have been agreed.
- 12.2. All projects will have a ASN project sponsor, that is a designated contact to support queries and ASN liaison.
- 12.3. ASN will require a minimum of quarterly meetings with awardees alongside the below reporting requirements. This may include written or verbal updates showing progress to date, summarising key achievements or problems encountered, indicating whether targets have been met and giving reasons for any delay in implementing work funded by the grant.
- 12.4. The organisation must make ASN aware of any material changes that affect programming and timelines.
- 12.5. Any changes to the planned aims must be approved by ASN in advance, in writing.

13. Reporting requirements

- 13.1. ASN aims to ensure that reporting requirements are proportionate and do not place an unnecessary administrative burden on Grantees. Reporting is intended to provide ASN with the necessary information to evaluate the effectiveness of funded projects and to support organisations in developing strong foundations for future funding applications.
- 13.2. Grantees are expected to collaborate with ASN to share the story and messaging of the project. This should include:
 - Project launch activities;
 - Updates on Project progress, including profiling team members and project objectives; and
 - Project completion and final outcomes.
- 13.3. Grantees must submit a mid-year progress report (maximum two pages) detailing:
 - Progress against approved project plan;
 - A breakdown of finances to date.
- 13.4. A final report (maximum five pages) must be submitted by Grantees upon project completion, covering:
 - Project outputs and outcomes, demonstrating completion of activities funded by the grant;
 - An evaluation of the project's success and lessons learned;





- Success stories highlighting the project's impact; and
- A detailed financial report, including supporting evidence such as receipts, invoices, bank statements, and management accounts.
- 13.5. Grantee is entitled to the Intellectual Property Rights associated with its project. However, Grantee must as part of the terms and conditions be willing to share its reports and findings with members of the motorsport community to ensure wider impact. Grantee grants ASN with a royalty-free, perpetual, worldwide licence to use and share Grantee's reports and findings in line with these Terms and Conditions and the terms of the Grant Agreement.

14. Grantees' understanding & obligations

Non-discrimination

- 14.1. Grantee will ensure it has in place proper employment policies and procedures, and an up-to-date and legally compliant equal opportunities policy.
- 14.2. Grantee agrees during the continuation of the EDI Grant and Grant Agreement they shall act in a fair and open manner without distinction as to race, religion, age, or disability, and in compliance with all Applicable Laws.
- 14.3. Grantee shall procure that its members, governing body, trustees, directors, employees, agents, contractors, and any other person or entity connected with or engaged in the performance of the Project shall comply with equivalent obligations to those stipulated by Clause 14.2 above.

Legal compliance & reporting

- 14.4. Grantee shall adhere to all Applicable Laws regulating its operations and work and will manage any conflicts of interest appropriately.
- 14.5. Grantee shall inform ASN in writing immediately:
 - if it is aware of any circumstances which are likely to significantly delay, threaten or make unlikely the completion of the Project, or if there is to be any variation to or decrease in the Project outcomes;
 - if any legal claims are made or threatened against Grantee and/or which would adversely affect the Project during the period of the EDI Grant and Grant Agreement (including any claims made against Relevant Persons); or
 - of any investigation concerning Grantee or Relevant Persons carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other relevant and competent regulatory authority.





14.6. ASN takes its responsibilities to prevent and detect fraud very seriously and in the event of any fraud relating to the Project or other wrongful use of the EDI Grant it will seek recovery of losses and, where appropriate, pursue criminal prosecution.

Safeguarding

- 14.7. If Grantee's Project involves work with children, young people or other vulnerable groups Grantee shall have a suitable Safeguarding Policy in place to help it comply with all Applicable Laws and good practice throughout the period of the EDI Grant and Grant Agreement.
- 14.8. Grantee shall obtain all approvals and licences and any Suitability Checks required by law or by ASN.

Insurance

14.9. Grantee shall maintain adequate and suitable Insurance at all times in compliance with Applicable Laws and to the satisfaction of ASN. Grantee will supply copies of confirmation of such Insurance to ASN on demand.

Data protection

14.10. Grantee shall at its own expense ensure that it complies with and assists ASN to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use and if applicable processing of personal data and the privacy of electronic communications including the Data Protection Action 2018, UK General Data Protection Regulations (UK GDPR) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)(PECR).

Termination & repayment

- 14.11. Grantee acknowledges and agrees demand repayment of all or part of the EDI Grant and/or cancel any unpaid part of the EDI Grant at its absolute discretion in any of the following circumstances, if:
 - Grantee fails to meet any of these Terms & Conditions or any further conditions set out in the Grant Agreement;
 - any aspect of the Application or any supporting information supplied by Grantee or any reporting during the term of the EDI Grant by Grantee is done so dishonestly, misleadingly or containing material inaccuracies or omissions;
 - if during any stage of the application process or during the period of the EDI Grant or Grant Agreement, Grantee fails to provide information that would affect ASN's decision to award, continue to award and/or withdraw the EDI Grant;





- during the term of the Project / Grant Agreement, in ASN's reasonable opinion, any
 event occurs in relation to the Project or to Grantee which is likely to have a
 material adverse effect on ASN;
- Relevant Persons act at any time during the Project dishonestly or negligently or in any way, directly or indirectly, to the detriment of Grantee, the Project or ASN or ASN's reputation;
- Grantee or Relevant Persons are subject to an investigation under Clause 14.5;
- Grantee receives duplicate funding from any other source for the same or any part of the Project;
- there is a significant change of purpose or ownership of Grantee, either during the Project or within a reasonable period after its completion, so that ASN judges that the EDI Grant is unlikely to fulfil its purpose;
- if Grantee is, or becomes, legally ineligible to hold the EDI Grant.
- 14.12. Grantee acknowledges and agrees that, in addition to any rights contained in the Grant Agreement, ASN may terminate the EDI Grant and Grant Agreement in any of the circumstances outlined at Clause 14.11 above.

Governing law

- 14.13. These Terms & Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.14. ASN and you (as Applicant or Grantee) irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms and Conditions.

