



## Terms and conditions for use of the VRF application portal

### Introduction

Please read these terms and conditions of use, and our Grant Making Policy, carefully before starting to use our portal. These terms and conditions of use cover our [application portal](#). Our Grant Making Policy is available via our Help Page [here](#).

These terms and conditions (together with our portal Privacy Statement available [here](#)) set out the basis on which you will gain access to our portal.

By accessing and using our portal, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms of use, you will not be able to use our portal.

We reserve the right to revise these terms and conditions at any time. We will take reasonable steps to inform you of any revisions. Please note that we may update and change our portal from time to time to reflect users' needs.

### 1. About us

Our domain address <https://smitf.flexigrant.com> is a portal provided by Fluent Technology and used by St Martin-in-the-Fields Charity ("we", "us") to administer the VRF. We are registered as a charitable incorporated organisation with the Charity Commission under registration number 1156305. Our contact address is St Martin-in-the-Fields Charity, 5 St Martin's Place, London, WC2N 4JH

### 2. Accessing our portal

Our portal is made available free of charge for use by professional support workers employed by agencies working to alleviate and prevent homelessness ("Permitted Users"). Permitted Users may use our portal to apply for a grant on behalf of the vulnerable people they are supporting. You must not access or use our portal if you do not meet the definition of a Permitted User. Please refer to our Grant Making Policy for eligibility criteria, which can be found on our Help Page [here](#).

In order to access our portal, you must register for an account. You will be required to validate the email address you have provided and complete and return to us a New User Registration form. Line managers will be contacted after registration has been submitted to verify your account request and confirm oversight and accountability of all applications made to the VRF on behalf of your clients. We will review the information that you and your line manager provide during the registration process and if we are satisfied that you meet the criteria of a Permitted User we will send you confirmation of the account activation email.

You are responsible for keeping your log in details confidential and you must **not** disclose them to any third party. You must **not** allow others to use your account. We have the right to suspend or deactivate your account with immediate effect if in our reasonable opinion

you have failed to comply with any of these terms and conditions. Where practicable, you will be notified of any action taken and the reason for it. We do not guarantee that our portal, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our portal for business or operational reasons. We will try to give you as much notice as practicable of any suspension, deactivation or withdrawal.

You are responsible for making all arrangements necessary for you to have access to our portal.

### **3. Applying for a VRF grant**

When applying for a grant via our portal, you must provide true, accurate and up to date information about the person you are supporting. This will involve you sharing personal data, some of which will be sensitive, about the person with us. You are responsible for complying with all legislation (including data protection legislation) and for obtaining the necessary consent to share that information.

Our Privacy Statement, available [here](#), explains how we will use the information that you provide when applying for a grant. Our Grant Making Policy, available on our Help Page [here](#), sets out eligibility criteria and explains in detail the basis on which we will make a grant.

When applying for a grant using our portal, you must adhere to all professional duties that apply to your role and must not disclose any confidential or sensitive information without the consent of the individual to whom it relates.

### **4. How you may use information on our portal and website**

We are the owner of all intellectual property rights in our portal, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our portal for your records.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. If you reproduce any of our materials in accordance with these terms and conditions, you must clearly attribute the materials to us.

### **5. Do not rely on any information on this portal**

The content on our portal is provided for general information only. Although we make reasonable efforts to update the information on our portal, we make no representations, warranties or guarantees, whether express or implied, that the content on our portal is accurate, complete or up to date. This includes all information accessed or viewed from our portal by third parties in accordance with clause 4 above.

### **6. We are not responsible for websites we link to**

Our portal may contain links to other third-party websites and resources. We are not responsible for the content, security, or availability of any linked external websites. These

links are provided for your information, and you use all such materials at your own risk and/or liability. We do not approve or endorse those linked websites or the information that you may obtain from them. We have no control over the contents of those websites or resources. More information about our liability in respect of websites we link to is set out in clause 8.

## **7. Your responsibilities**

You are solely responsible for configuring your information technology, computer programmes and platform to access our portal. You should use appropriate virus protection software.

You must not misuse our portal by introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful, whether or not such introduction is knowingly undertaken. You must not attempt to gain unauthorised access to our portal, the server on which our portal is stored or any server, computer or database connected to our portal. You must not attack our portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

You agree not to use (or agree to not be permitted to use) our portal for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

You and your employer organisation / host organisation are jointly responsible for ensuring that all applications submitted are accurate, truthful, and free from any form of misrepresentation or fraud. It is your duty to verify the authenticity of information provided and to take reasonable steps to prevent fraudulent activity. Additionally, you must ensure that all funds are used strictly for their intended and approved purposes, and that any awarded funds are administered to the correct and eligible end recipients as specified in the approved application.

If your grant application is approved, you must give us evidence of how the grant funds were spent. You must do this within eight weeks of the grant offer. If suitable evidence is not provided within this time, you and your organisation may be denied access to VRF grants. Full details of what evidence is required and how to submit it can be found in the 'Post Grant Evidence of Spend' document on our Help Page [here](#).

## **8. Our liability**

Our portal is provided for the sole purpose of allowing you to apply for a grant from the VRF on behalf of a person whom you are employed to support. It is not intended to be used for any other purpose. We do not guarantee that our portal will be secure or free from bugs or viruses.

We reserve the right, without liability or prejudice to our other rights to you, to disable your access (without notice) to our portal if you breach these terms and conditions.

To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it,

whether express or implied.

Notwithstanding the foregoing, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

## **9. Linking to our portal**

You may link to our [VRF portal home page](#), provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. In order to access our portal, all users must register for an account and we shall have the right to approve such registration at our discretion.

You must not establish a link to our VRF homepage in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our portal must not be framed on any other site, nor may you create a link to any part of our portal other than the home page.

We reserve the right to withdraw linking permission without notice at our sole discretion and with no obligation to restore such permission.

## **10. Third parties we work with**

We work with other charities and agencies to provide our grant service and to maximise funding opportunities for our beneficiaries. We have a data sharing agreement in place with such third parties and we comply with the ICO's statutory data sharing code available to view here: <https://ico.org.uk>. For more information about how we may share your personal data (or the personal data of the person on whose behalf you are applying for a grant) with these third parties please see our portal Privacy Statement [here](#).

## **11. Applicable law**

Please note that these terms of use, their subject matter and their formation are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction over any disputes arising under these terms.

## **12. Contact**

Questions, comments and requests regarding these terms of use should be addressed to: [vrf@stmartinscharity.org.uk](mailto:vrf@stmartinscharity.org.uk)

or;

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