



GrantTree Grants Full Service Write Service Terms

These Service Terms apply where GrantTree agrees to prepare a grant application for a Client on a full service write basis.



This is V1 of our Grants Full Service Write Service Terms, taken from our website. It may not be the current version. The latest is always on GrantTree's website.

1. How these Service Terms apply

- 1.1 These Grants Full Service Write Service Terms apply where the Engagement Letter says they apply. They form part of the Agreement and are read together with the Engagement Terms.
- 1.2 The Engagement Letter will identify the grant scheme, funding body, submission deadline, fees and any agreed variations.
- 1.3 Unless the Engagement Letter says otherwise, each engagement covers 1 grant application only.

2. Grant-specific definitions

"Actual Award" means the total amount awarded by the Funding Body in relation to the Application, excluding VAT. GrantTree's fee is for its work in preparing the Application, so the Actual Award is the entire amount awarded for the grant, regardless of which party receives the money. Where the Application was prepared for the benefit of a consortium, joint venture or group, the Actual Award is the entire amount awarded under the Application, not only the portion allocated to the Client.

"Application" means the documents, forms, portal entries and supporting materials submitted to the Funding Body for the purpose of seeking the Grant identified in the Engagement Letter, including any permitted Revision, Rewrite or resubmission.

"Funding Body" means the grant-awarding body or other organisation to which the Application is submitted.

"Grant" means the grant scheme identified in the Engagement Letter.

"Revision" and **"Rewrite"** have the meanings given in clause 8.

"Setup Fee" means the setup fee set out in the Engagement Letter.

"Success" means the Funding Body issuing a Success Notification for the Application, including where success is achieved through a Revision, Rewrite or resubmission, and whether submitted by GrantTree or otherwise.

"Success Fee" means the success-based fee set out in the Engagement Letter.

"Success Notification" means written confirmation from the Funding Body that the Application has been successful, whether unconditional or subject to conditions such as finance checks, due diligence or submission of further documents. A Success Notification occurs when the Funding Body notifies the Client that the Application has been approved in principle, and not at the later stage when a formal grant offer letter is issued or funds are drawn down.

3. How these Service Terms work

The Engagement Letter sets out the grant application services GrantTree has agreed to provide. These Service Terms explain how those services are provided, including Client responsibilities, reliance on Client information, funding body changes, revisions, fees, success fees and outcomes.

4. Grant-specific Client responsibilities

- 4.1 Where GrantTree is submitting the Application, the Client authorises GrantTree to file the Application on the Client's behalf.
- 4.2 The Client must not file the Application itself or through another party without GrantTree's prior written consent, unless the Engagement Letter says the Client will self-submit or the funding process requires the Client to self-submit.

- 4.3 If the application process requires filings or input by consortium members, partners or other parties, the Client is responsible for making sure those parties provide their parts of the Application in good time.
- 4.4 If the Application is successful, the Client must provide documents, information and attendance at calls or meetings reasonably required by the Funding Body during due diligence, within the agreed scope.

5. No guarantee and reliance on Client information

- 5.1 GrantTree will use its experience to help the Client prepare a strong Application, but grant schemes are competitive and outcomes cannot be guaranteed.
- 5.2 GrantTree may rely on information provided by or on behalf of the Client and does not audit or independently verify that information.
- 5.3 The Client is solely responsible for ensuring that it meets the eligibility criteria for the relevant competition, including duration, start and end dates, budget requirements, subsidy or state aid position, linked or partner organisation status, subcontractor location requirements, and any other funding-body criteria.

6. Start of work

- 6.1 GrantTree does not need to begin grant work, preliminary data gathering or drafting until the Setup Fee has been paid in full and any required identity checks have been completed.
- 6.2 If, after work begins and before submission, GrantTree reasonably believes Success is unlikely, the parties will discuss whether to proceed.
- 6.3 The Setup Fee remains payable once the Client accepts the grant engagement, unless the Engagement Letter says otherwise. If the Client stops the Application, does not provide what is needed, changes adviser, or decides not to proceed after accepting the engagement, the Setup Fee remains payable.

7. Funding Body changes and additional work

- 7.1 The Client acknowledges that the Funding Body may amend, withdraw or replace competition documents, templates, questions, eligibility requirements, deadlines or guidance.
- 7.2 Where Funding Body changes materially affect the scope or structure of the Application or require significant additional work, GrantTree will notify the Client and explain the likely additional work, costs and timing impact.
- 7.3 The parties will act in good faith to agree a fair adjustment to the delivery plan, fees and timetable.
- 7.4 Any additional work agreed will be charged at GrantTree's standard rates unless otherwise agreed in writing.
- 7.5 GrantTree is not responsible for delays or additional costs caused by Funding Body changes.
- 7.6 If the competition is cancelled, suspended or postponed indefinitely, the force majeure provisions in the Engagement Terms apply.

8. Revisions and Rewrites

- 8.1 If the Application is unsuccessful and the Funding Body allows a resubmission, the Client must promptly provide GrantTree with the written funding decision and assessor feedback.
- 8.2 GrantTree will discuss the position with the Client and may offer a Revision or Rewrite.
- 8.3 A Revision is a limited update that:
 - directly responds to assessor feedback;
 - does not change the underlying application objectives, structure or partners;
 - primarily uses existing text, data and resources;
 - can reasonably be completed within a short, pre-agreed timeframe, with a maximum of 3 working days;
 - does not require substantive new input or reshape the Application into something materially different; and
 - is initiated within 12 months of the Funding Body's decision.

- 8.4 Any rework that does not meet the Revision criteria is a Rewrite.
- 8.5 1 Revision is included at no additional cost, unless the Engagement Letter says otherwise.
- 8.6 A Rewrite is additional work and will be charged at the rate set out in the Engagement Letter or, if no rate is stated, GrantTree's then-current standard rates.
- 8.7 Resubmissions, Revisions and Rewrites are subject to GrantTree's discretion and capacity.
- 8.8 If a Revision or Rewrite is undertaken, GrantTree will manage the project timelines, keep the Client informed and submit the Application on the Client's behalf where authorised and permitted.

9. Success Fee

- 9.1 The Success Fee is triggered by the Client's first receipt of a Success Notification, unless the Engagement Letter says otherwise.
- 9.2 The Client must notify GrantTree within 7 days of receiving a Success Notification and provide a copy or reasonable evidence of it.
- 9.3 The Success Fee is calculated and paid according to the Engagement Letter.
- 9.4 The Engagement Letter may state that payment is staged by formal award, acceptance, drawdown or another trigger.
- 9.5 If the Actual Award is reduced before the Success Fee is calculated, the Success Fee will be calculated on the reduced Actual Award unless the reduction was caused by the Client's act, omission, delay, failure to cooperate, failure to satisfy due diligence, or decision not to accept or proceed with the award.
- 9.6 The Success Fee remains payable once triggered. Once GrantTree has done the work and the Client has paid an invoice, the invoiced fee is not refundable, including where the Actual Award is later reduced, withdrawn or clawed back. If an invoice is incorrect, for example because the fee was miscalculated or the Client has overpaid, GrantTree will correct the invoice and refund or credit the difference.

- 9.7 If the Actual Award is paid in tranches or drawdowns, the Success Fee is still calculated on the Actual Award unless the Engagement Letter says that the Success Fee is payable in stages.
- 9.8 The Success Fee is payable if the Client receives Success for the Application or the same underlying grant opportunity covered by the Engagement Letter. This applies whether the final submission is made by GrantTree, the Client or another party, and whether or not the final submission uses GrantTree's materials, provided the opportunity is substantially the same grant scheme, funding competition, funding body, Application or underlying funding opportunity and Success occurs within 24 months after the Client accepted the grant engagement, unless the Engagement Letter says otherwise.
- 9.9 The Client must disclose to GrantTree all relevant information received from the Funding Body before and after submission, including unsuccessful outcome notices, Success Notifications, award confirmations, amended awards, resubmission outcomes and later developments related to the Application.
- 9.10 The Success Fee is calculated on the entire Actual Award and is payable by the Client, even where part of the award is paid to or shared with consortium members, joint venture partners or group companies. The Client is the party responsible for paying the Success Fee. How the award and this fee are shared within the group is for the Client to arrange and is not GrantTree's responsibility.

10. If the Client stops using GrantTree

- 10.1 The Client may decide not to continue with the Application, but that does not remove the obligation to pay the Setup Fee.
- 10.2 If the Client later submits, resubmits, pursues, accepts or receives funding for the Application or the same underlying grant opportunity described in clause 9.8, the Success Fee remains payable under section 9.

11. Term of grant-specific obligations

- 11.1 GrantTree's operational obligation to work on the Application continues until the earliest of:
- completion of the grant services within the agreed scope;
 - termination of the Agreement in accordance with the Engagement Terms; or
 - another end point agreed in writing.
- 11.2 Payment, disclosure and anti-circumvention obligations relating to a Setup Fee, Success Fee or accrued fees survive completion, expiry or termination.

12. Application intellectual property

- 12.1 The Client owns the information and materials it provides to GrantTree.
- 12.2 GrantTree owns its templates, know-how, structure, approach and drafting methods.
- 12.3 Subject to payment of all applicable Fees, the Client may use the final Application for the purpose of submitting or supporting the intended Grant application.
- 12.4 The Client may not use GrantTree's grant application materials for unrelated funding applications without GrantTree's written consent.