SmartyGrants
Software, data science & grantmaking intelligence

SmartyGrants UK

Agreement

Our Community International (15906965)

Version 5
Last updated 8 September 2026

Accessibility:
If you need this document in an alternative accessible format, contact service@smartygrants.co.uk.

This policy applies to:
SmartyGrants UK customers.

Table of Contents

1 Agreement 3
2 Our obligations to you 3
3 Your obligations to us 3
4 Modifications to SmartyGrants 4
5 Intellectual property 4
6 Customer Data and security 5
7 Data Science, Artificial Intelligence and Automation 6
8 Confidentiality 7
9 Liability 8
10 Termination of Agreement 8
11 Notices 9
12 General 9
13 Definitions 11

1 Agreement

1.1 These terms form a binding agreement (**Agreement**) between the Customer (**you, your**) and **Our Community International** (**we, us, our**) for the supply and use of SmartyGrants UK.

1.2 This Agreement incorporates and must be read in conjunction with the SmartyGrants UK Support and Maintenance Policy, the SmartyGrants UK Terms of Use, the SmartyGrants UK Data Processing Addendum, the SmartyGrants UK Privacy Policy, and your Letter of Offer.

2 Our obligations to you

2.1 We will supply SmartyGrants to you according to the terms of this Agreement, for the period from the Contract Start Date until this Agreement is terminated in accordance with clause 10. This period is the **Term** of this Agreement.

2.2 We provide access to SmartyGrants to you for your use only.

2.3 We will:

(a) Give you a username and password;

(b) Apply the look and feel of your website to your Applicant Site (i.e. those sections of SmartyGrants that are publicly accessible);

(c) Provide training in accordance with our training offering explained at smartygrants.co.uk/training/training-options or in your Letter of Offer;

(d) Provide any implementation services specified in your Letter of Offer;

(e) Provide support and maintenance in accordance with the SmartyGrants UK Support and Maintenance Policy or as specified in your Letter of Offer; and

(f) Otherwise administer and provide access to SmartyGrants in accordance with this Agreement.

3 Your obligations to us

3.1 When you sign this Agreement, you are agreeing to pay the Annual Access Fee set out in your Letter of Offer.

3.2 You will pay the Annual Access Fee annually in advance, within 30 days of the issue date of our invoice.

3.3 You will:

(a) Only access and use SmartyGrants strictly in accordance with this Agreement and make sure that your employees, officers and agents do the same; and

(b) Do your best to prevent unauthorised access to or use of SmartyGrants; and

(c) Notify us immediately if you become aware of any unauthorised access to or use of SmartyGrants.

3.4 You will comply with all obligations, duties or responsibilities imposed on you under the terms of the SmartyGrants UK Support and Maintenance Policy, the SmartyGrants UK Terms of Use, and the SmartyGrants UK Privacy Policy, in each case as amended from time to time.

3.5 You will notify us in writing (by email or post) if there are changes to the Primary Contact or Billing Contact for your organisation.

3.6 Unless otherwise agreed, approaching each anniversary of the Contract Start Date, we will ask for confirmation of disbursement amounts for the previous year as well as anticipated disbursement for the upcoming year, to determine the appropriate Annual Access Fee. If the amount disbursed over the previous year exceeds the level of distribution that was anticipated, and the additional disbursement pushes you into a higher fee category, you are obligated to pay the difference in Annual Access Fee within 30 days of notification, in addition to the following year's access fee (should you choose to continue your Subscription).

3.7 Each party shall pay any applicable undisputed sales tax to the other on receipt of a valid tax invoice.

3.8 Unless otherwise agreed, Annual Access Fees may be varied each year. We will notify you of the change in Annual Access Fee in writing 60 days before the change. Where we notify you of a change in fees and you do not agree to the change, acting reasonably, you may terminate your Subscription on 30 days' written notice at no cost.

3.9 You agree that we may suspend or reduce access to SmartyGrants if you do not comply with clauses 3.1 and 3.2. We will give you 7 days written notice before we suspend or reduce your access to SmartyGrants.

4 Modifications to SmartyGrants

4.1 We provide updates and upgrades to SmartyGrants as part of your Annual Access Fee.

4.2 We may add, update or remove features and functionality (**modify SmartyGrants**) at any time. Refer to the SmartyGrants UK Support and Maintenance Policy for more information about product upgrades, release management and notifications.

4.3 Where any features or functionality of SmartyGrants are added, updated or removed and the modification deprives you of the benefit of this Agreement, you may terminate this Agreement on 30 days' written notice. We may ask you to substantiate this request, acting reasonably.

5 Intellectual property

5.1 We have a worldwide, exclusive licence to use and sub-licence the use of SmartyGrants.

5.2 We grant you during the Term a non-exclusive, non-transferable licence to use SmartyGrants for the purpose of managing your grant programme(s) in accordance with this Agreement.

5.3 All Intellectual Property Rights relating to SmartyGrants, including any developments, modifications or improvements to them, remain our property (or our licensors' property).

5.4 All Intellectual Property Rights arising in the Customer Data produced as a result of this Agreement become your property upon their creation. (In the case of form content filled out by Applicants, it becomes your property when the form is submitted.)

5.5 To the extent necessary to apply the look and feel of your website to your Applicant Site, you grant us a non-exclusive, non-transferable, royalty-free, fully-paid-up licence for the duration of the Term to use your trademarks, logos and other Intellectual Property Rights.

6 Customer Data and security

6.1 If we process Personal Information, we will do so in accordance with Privacy Legislation, this Agreement, the Data Processing Addendum and the SmartyGrants UK Privacy Policy.

6.2 In addition, we do our best to ensure that Customer Data is:

(a) Stored, transferred and disposed of according to best-practice industry guidelines;

(b) Not disclosed to third parties (except as set out in this Agreement and our SmartyGrants UK Privacy Policy);

(c) Password-protected, with access only to authorised employees, officers or agents; and

(d) Protected from misuse, interference or loss.

6.3 If we become aware of accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to, Customer Data (a **Breach**), we will without undue delay:

(a) Notify you of the Breach, providing sufficient information to allow you to meet your own obligations to report the Breach to a supervisory authority or affected individuals under applicable Privacy Legislation;

(b) Investigate the cause and scope of the Breach;

(c) Take all reasonable steps to contain, mitigate and remedy the Breach and any consequences; and

(d) Tell you what steps we have taken to prevent a reoccurrence.

6.4 If an Applicant asks us for access to Customer Data which is Personal Information relating to the Applicant that you have collected via SmartyGrants, we will forward the request to you for action, unless the law requires us to give them access to it.

6.5 We will provide reasonable assistance to you to fulfil your responsibilities in relation to any privacy assessment, audit or similar compliance requirement imposed by applicable law or regulators. Where our assistance requires material time or resources, we reserve the right to recover reasonable costs, which we will discuss with you in advance.

6.6 SmartyGrants UK instances are hosted by Amazon Web Services (AWS) within the London Region (United Kingdom). SmartyGrants operates as a multi-tenant platform. Logical controls are in place to ensure that Customer Data is segregated and accessible only to authorised users.

6.7 Unless otherwise agreed in writing, at the end of the Term we will make all Customer Data available to you for downloading through SmartyGrants for a further 30 days. After this period, we will permanently de-identify Customer Data. On request we will permanently delete the Customer Data and provide you with written confirmation of the action taken under this clause 6.7.

6.8 You may ask us to retain all Customer Data in full for an additional period after that 30-day period. However, if we do so, it may be subject to additional fees and separate terms and conditions.

6.9 We are not responsible for the accuracy or completeness of information sourced from third parties and displayed in SmartyGrants (for example, lookups to business or charity registers, maps).

7 Data Science, Artificial Intelligence and Automation

7.1 We may use aggregated or de-identified data derived from Customer Data and/or your use of our services as input into our Data Science activities. We will not use Personal Information for these activities without the express consent of the relevant individuals. Further information about our Data Science activities is contained in the SmartyGrants UK Privacy Policy.

7.2 Where we conduct specific Data Science activities at your request:

(a) You warrant that you have authority to request such activities and, where it involves Personal Information of your Users, that you have obtained or will obtain any consent required of those Users under applicable Privacy Legislation; and

(b) We may ask for evidence of such authority or consents, and may decline to provide the requested Data Science activities if we are not satisfied.

(c) The results of such Data Science activities are Customer Data for the purposes of this Agreement.

7.3 We may use AI tools as part of some SmartyGrants features and our Data Science activities. Where AI tools process Customer Data in the course of providing SmartyGrants, we will:

(a) Disclose the categories of AI features that process Customer Data in our AI Transparency Statement (available at smartygrants.com/policies#ai-transparency-statement), which is updated when AI features are added or materially changed;

(b) Ensure that AI tools are used to support human decision-making and are not used to make decisions about individuals without human oversight; and

(c) Conduct (i) an ethical and governance review of each AI feature using our Dignity Lens framework (described in our AI Transparency Statement) before deployment and when materially updated; and (ii) a Data Protection Impact Assessment (**DPIA**) to assess privacy risks, bias, fairness and data protection impact before deployment and periodically thereafter. See our AI Transparency Statement (link above) for further information.

7.4 All AI and Automation features within SmartyGrants are optional for you. No AI or Automation feature is enabled by default. You choose which AI and Automation features, if any, to enable within your SmartyGrants account.

7.5 You may disable any AI or Automation feature at any time. Disabling an AI feature does not affect your core SmartyGrants Subscription, your existing grant programme data, or any grant applications already in progress.

7.6 Where we use third-party AI providers to power any SmartyGrants feature that processes Customer Data, we will:

(a) List those providers in our third-party service provider list at smartygrants.com/policies#third-party-service-providers;

(b) Ensure by contract that those providers do not use Customer Data to train or improve their own AI models; and

(c) Ensure appropriate safeguards are in place for any transfer of Personal Information to those providers, consistent with applicable Privacy Legislation.

7.7 We will not use Customer Data to train or improve our own AI models without:

(a) Notifying you of the proposed use and its purpose; and

(b) Obtaining express consent from the relevant individuals in accordance with our Privacy Policy.

7.8 This obligation applies in addition to the restrictions on Data Science use of Personal Information in clause 7.1.

7.9 Where you use AI-assisted features within SmartyGrants in connection with grant assessment or other decisions affecting grantseekers:

(a) You are responsible for ensuring that AI outputs are reviewed by an appropriately qualified person before any decision is made that significantly affects an individual;

(b) You are responsible for ensuring that your use of AI-assisted features complies with Privacy Legislation applicable to you, including any automated decision-making disclosure obligations; and

(c) You will not use AI-assisted features to make decisions that are discriminatory or otherwise unlawful under applicable law.

7.10 AI-assisted features within SmartyGrants are tools to support human decision-making. We are not liable for:

(a) Decisions made by you or your staff on the basis of AI-assisted outputs; or

(b) The accuracy, completeness or fitness for purpose of any AI-generated output.

7.11 Nothing in this clause limits our liability for our own breach of Privacy Legislation or the Privacy Policy in connection with how we handle Customer Data in AI systems.

8 Confidentiality

8.1 This clause sets out each party's obligations in relation to the other party's Confidential Information. This clause survives the termination or expiry of this Agreement.

8.2 Each party must:

(a) Use, disclose or copy the other party's Confidential Information solely for the purposes of fulfilling its obligations under this Agreement; and

(b) Keep the other party's Confidential Information confidential and not disclose it to a non-party, except as requested by a party or as required by law; and

(c) Notify the other party immediately if/when it becomes aware that the law requires its disclosure.

8.3 If you receive a request to disclose any Confidential Information concerning us, you will give us reasonable notice before complying with the request.

8.4 If you are subject to information requests under applicable laws, we will do what is necessary on our part to enable you to comply with your disclosure requirements.

8.5 We may cite your organisation name in our customer list. However, we will promptly remove it from the list if you ask us to by contacting our customer support services.

9 Liability

9.1 To the maximum extent permitted by law, we exclude all of the following:

(a) All warranties in relation to the provision of SmartyGrants, and any other services we provide you under this Agreement, unless this Agreement expressly states otherwise;

(b) All liability for indirect and consequential loss arising out of or in connection with the subject matter of this Agreement. This includes, without limitation, loss of profit, loss of business, loss of opportunity, business interruption, waste of management time, and loss or corruption of data, in all cases whether foreseeable or not; and

(c) All liability for loss to the extent that it is caused, or contributed to by you or a third party, or by circumstances outside of our control.

9.2 Notwithstanding clause 9.1, nothing in the Agreement is intended to either limit or exclude any liability of a party that cannot be excluded or limited by law.

9.3 Each party's total aggregate liability for any loss arising out of or in connection with this Agreement is limited to the amount of the current year's Annual Access Fee. Any liability shall be reduced proportionately to the extent that a party's negligent or wrongful act or omission contributed to the damages suffered or incurred.

9.4 The limitation of amount under clause 9.3 does not apply to the extent that loss arises directly from any of the following:

(a) Personal injury (including sickness and death);

(b) Loss of or damage to tangible property;

(c) Infringement of a third party's Intellectual Property Rights;

(d) Unlawful, wilful or illegal acts;

(e) A breach of our privacy or confidentiality obligations under this Agreement.

10 Termination of Agreement

10.1 Either party may terminate this Agreement by giving 30 days' written notice.

10.2 Also, either party may immediately terminate this Agreement, by written notice, if the other party:

(a) Breaches a material clause of this Agreement, and fails to remedy the breach within 14 days of receiving notice of the breach; or

(b) Breaches a material clause of this Agreement, and the breach is not capable of being remedied; or

(c) Becomes Insolvent.

10.3 We are not obliged to refund any part of the Annual Access Fee if:

(a) You terminate this Agreement under clause 10.1; or

(b) We terminate this Agreement under clause 10.2 for your breach.

10.4 We must refund the Annual Access Fee on a pro rata basis if:

(a) We terminate this Agreement under clause 10.1; or

(b) You terminate this Agreement under clause 10.2 for our breach.

10.5 Termination of this Agreement does not affect the parties' rights and obligations accrued up to the end of the Term.

11 Notices

11.1 A notice given under this Agreement is ineffective unless in writing and served by email or by post to the address last indicated by the party to be notified.

11.2 A notice is deemed served:

(a) If served by post – 2 Business Days after posting;

(b) If served by email – at the time the email leaves the sender's email system, unless the sender receives notification that the recipient did not receive the email;

(c) If received after 5.00pm in the place of receipt, or on a day which is not a Business Day – at 9.00am on the next Business Day (GMT).

11.3 Notices to us under this Agreement must be directed to:

Our Community International Ltd
167-169 Great Portland Street, 5th Floor,
London, W1W 5PF

or

service@smartygrants.co.uk

12 General

12.1 This Agreement, along with the Letter of Offer and supporting policies and terms listed in clause 1.2, contains the entire understanding between the parties as to the subject matter.

12.2 All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting the subject matter are superseded by this Agreement and have no effect.

12.3 The Letter of Offer provides a record of the agreed Annual Access Fee and other agreed fees and inclusions.

12.4 In the event of any inconsistency between the documents comprising this Agreement, the following order of precedence shall apply:

(a) The Letter of Offer;

(b) On privacy and data protection matters (including collection, use, disclosure, storage, security and breach notification), the Data Processing Addendum and SmartyGrants UK Privacy Policy prevail to the extent of the inconsistency;

(c) On all other matters, the Agreement prevails; and

(d) The supporting policies and terms listed in clause 1.2.

12.5 To the fullest extent permitted by law, the Customer acknowledges that in entering into this Agreement the Customer has not relied on any representations made by us (or our agents or employees) other than matters expressly set out in this Agreement.

12.6 We may vary the terms of this Agreement from time to time by giving you 30 days' written notice (**Variation Notice**) either via direct email to your Primary Contact or via SmartyNews. You must ensure your Primary Contact does not unsubscribe from SmartyNews. Your continued use of SmartyGrants constitutes acceptance of the amended terms. You may object to any variations by giving us written notice within 10 Business Days of receiving a Variation Notice and you must stop using SmartyGrants. If you are adversely affected by the amended terms, you may cancel this Agreement by written notice without penalty. We may ask you to substantiate a request to terminate under these circumstances, acting reasonably.

12.7 Failure to exercise a right under this Agreement does not waive that right or prevent the exercise of any other right.

12.8 Neither party may assign or transfer their rights or obligations under this Agreement without the other party's prior written consent which must not be unreasonably withheld or delayed.

12.9 You acknowledge and agree that nothing in this Agreement prevents us from changing our third-party service providers from time to time.

12.10 No person other than the parties to this Agreement has any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

12.11 If any part of this Agreement is found to be invalid or unenforceable, that part is replaced with a provision which, as far as possible, accomplishes the original purpose of the replaced part. The remainder of this Agreement continues to bind the parties.

12.12 This Agreement is governed by the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

12.13 Each party may sign this Agreement using electronic signatures. An electronic signature has the same effect as a handwritten signature. Each party may keep this Agreement in electronic form and rely on it as the original.

13 Definitions

Agreement	means this Agreement between you and Our Community International Ltd consisting of clauses 1 to 13.
Annual Access Fee	means the amount payable annually by you as agreed between the parties (and documented in the Letter of Offer) for use of SmartyGrants.
Applicant Site	means the public-facing SmartyGrants portal used by Applicants. (We set up the URL for your Applicant Site when your SmartyGrants account is created.)
Applicants	means members of the public who use your Applicant Site to enter data or submit forms to you.
Artificial Intelligence or AI	refers to features that use models to analyse text or data and generate outputs, such as summaries or suggestions, that would be difficult to produce reliably through fixed rules alone.
Automation	refers to features that follow defined rules and logic, involving controllable systems that do exactly what they have been configured to do.
Billing Contact	means the Customer representative we should contact regarding invoicing and payments.
Business Day	means a day that is not a Saturday, Sunday, or public holiday in the Customer's country (so long as that country is England, Wales, Scotland, Northern Ireland or the Republic of Ireland) as per their Billing Contact address.
Confidential Information	means any written or oral information of a technical, business or financial nature relating to the parties, their business affairs, their goods or services, or their clients (including customer lists and databases), even if acquired in connection with this Agreement or under any prior arrangements between the parties. It also includes Personal Information for the purposes of the Privacy Legislation, Customer Data and the terms of this Agreement. However, it does not include: a) Information in the public domain, unless disclosed contrary to this Agreement; b) Information lawfully received from a person who had the unrestricted legal right to disclose it free from any obligation of confidentiality.
Contract Start Date	means the date specified in the Letter of Offer, or, if not specified, the date recorded on the first invoice as the date on which your SmartyGrants Subscription begins.
Customer	means the party recorded as such in the invoice, or, if not recorded, the entity to which we provide SmartyGrants, and includes the Customer's agents, officers or representatives.
Customer Data	means data, including email, that has been provided, generated, transmitted or displayed via SmartyGrants by Manage Users or Applicants.

Data Science	means the application of scientific methods, processes and systems to extract meaning from structured or unstructured data and encompasses what is commonly referred to as analytics – the collection, measurement, and interpretation of data to inform decisions and improve outcomes.
Documentation	means the guidance and explanatory materials provided to the Customer that set out how SmartyGrants should be used.
Insolvent	means, in relation to a legal person, when the person: (a) Stops carrying on all or a significant part of their business, or indicates in any way that they intend to do so; (b) Is unable to pay their debts within the meaning of section 123 of the Insolvency Act 1986; (c) Becomes insolvent or subject of a moratorium, company voluntary arrangement, restructuring plan, scheme of arrangement, winding up, administration, or has a receiver, manager, administrator or administrative receiver appointed; (d) Has a freezing order made against them; (e) Is subject to any recovery or attempted recovery of items supplied to them by a supplier retaining title to those items; (f) Is subject to any events or circumstances analogous to those above; (g) Being a natural person, commits or suffers an act of bankruptcy; or (h) Takes or suffers a similar act under the law of any jurisdiction.
Intellectual Property Rights	means any one or more of the following: (a) Industrial and intellectual property rights throughout the world (including all copyright and analogous rights); (b) Rights in relation to inventions or discoveries (including patent rights, designs, circuit layouts); (c) Trade names, brand names, and registered or unregistered trademarks (including service marks); (d) Moral rights.
Letter of Offer	means the Letter of Offer, renewal confirmation or invoice supplied to the Customer alongside this Agreement that documents agreed pricing, other agreed fees and inclusions, and other terms.
Manage Site	means the SmartyGrants portal used by Manage Users.
Manage Users	means the Customer's representatives who use SmartyGrants, for example: grant managers, heads of department, administrative staff, external assessors and board/council members.
Our Community International	means Our Community International Ltd (Company No: 15906965) or one of our related companies (including our Australian holding company Our Community Pty Ltd).

Personal Information	has the same meaning as in the relevant Privacy Legislation.
Primary Contact	means the Customer representative we should contact regarding SmartyGrants implementation, Variation Notices, or if we need to get in touch with your organisation in regard to your SmartyGrants account or Applicants.
Privacy Legislation	means, as applicable, (i) the UK General Data Protection Regulation, (ii) the UK Data Protection Act 2018, (iii) any applicable data protection and privacy laws in the European Union or any legislation that replaces those laws.
Privacy Policy	means the SmartyGrants UK Privacy Policy (as amended from time to time) available at smartygrants.com/policies#privacy-policy.
SaaS	means Software as a Service.
SmartyGrants	means the following online services, which may be referred to as "SmartyGrants" or "SmartyGrants UK" (including modifications as set out in clause 4.2), comprising: (a) The "Software as a Service" online grants management system, including the Manage Site and Applicant Site; (b) The Help Hub and Learning Management System, (c) The Documentation; and (d) The websites, located at smartygrants.co.uk and smartygrants.com
Subscription	means your right to access and use SmartyGrants for the Term, granted under clause 5 in consideration of payment of the Annual Access Fee.
Term	has the meaning given in clause 2.1.
Users	means Manage Users and Applicants collectively.
Variation Notice	has the meaning given in clause 12.6.

SIGNED for and on behalf of OUR COMMUNITY INTERNATIONAL LTD (Company No: 15906965) by its:

Authorised Officer: _____

Name of Authorised Officer

_____

Signature of Authorised Officer

Signed on: _____

Date

SIGNED for and on behalf of: _____

Customer's Organisation Name

_____

Customer's Companies House Number or Charity Number

By Customer's authorised officer: _____

Name of Customer's Authorised Officer

_____

Signature of Customer's Authorised Officer

Signed on: _____

Date

CONTACT DETAILS for Our Community International:

Our Community International Ltd
167-169 Great Portland Street, 5th Floor
London, W1W 5PF

service@smartygrants.co.uk

CONTACT DETAILS for the Customer:

Primary contact name: _____

Primary contact job title: _____

Primary email address: _____

Primary phone: _____

Billing contact name: _____

Billing email address: _____

Billing address: _____

_____

_____

Billing phone: _____