



Terms and Conditions of Education & Well-Being Bursary Grants awarded by Rousay Egilsay and Wyre Development Trust

Definitions:

“I” and “us” refers to the person receiving the grant award (and/or their guardian if the applicant is under 16 years of age) bound by these terms and conditions. “You” and “your” means Rousay, Egilsay and Wyre Development Trust, the funder of the grant award.

The “training” means the training, course, lessons or other activity leading to personal development, whether vocational or developmental, that you are giving us as set out in our application form and any supporting documents, and/or as varied by the Grant Offer and Acceptance.

The “Grant Offer and Acceptance” and “Grant Offer”, which I have accepted and signed, includes and incorporates these standard terms and conditions together with any other conditions you may decide.

I understand that the Grant Offer will only start after you have received the signed acceptance of grant from me and will come into force on the date that you receive the document.

1. In General

- 1.1. I will use the award exclusively for the training as stated in the application. I will hold any unused part of the award on trust for you at all times, and I will repay any award (including any unused award) to you immediately upon demand.

2. The training

- 2.1. I agree to commence the training within 3 months of the offer of the award being made and will complete the training within 12 months of receiving the offer. All receipts and/or invoices to be given to the DT ASAP following award being granted and if the award is not fully spent within 12 months of issue, the award will be cancelled and the applicant will need to re-apply for further future funding.
- 2.2. I will not use the award to pay for any spending commitments I have made before the date of the Grant Offer.
- 2.3. I will tell you of any offer of funding for this training from anyone else at any time during the training.
- 2.4. If I spend less than the whole award on the training, I will return the unspent amount to you promptly. If the award part-funds the training, I will return the appropriate share of the unspent amount to you.
- 2.5. I will tell you promptly about any changes to information I have provided and will make sure that the information you hold is true and up to date.
- 2.6. You have the right to reproduce any of my application or subsequent information supplied by me to you for any purpose as you see fit without right of a claim by me in respect of copyright.

3. Monitoring

- 3.1. I will update you on progress of the training on request, using the forms you send me, and will send you any further information you may ask for about the training and such other information as you may require from time to time. You may use this information to monitor or publicise the training and/or evaluate your grants programmes.
- 3.2. I will fill in a final report on the training using the form you send me. I understand that the grant is finished only after I have completed this report to your satisfaction.
- 3.3. I will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the training's completion.

4. Payment of grant awards

- 4.1. You will make awards payments once I provide proof of cost/expenditure.
- 4.2. I can request that the Trust pays the training provider directly either by presenting the invoices at the Trust's offices or by requesting that the training provider invoices the Trust direct. Alternatively, I can make the payment myself, and the Trust will repay me.
- 4.3. I will start drawing down the funds awarded within 3 months of my acceptance of the grant, and understand that non compliance may result in the grant being withdrawn.

5. Length of Grant Agreement

- 5.1. These terms and conditions in the Grant Offer and Acceptance remain in force
 - 5.1.1. for as long as the time period indicated in my application form, or
 - 5.1.2. for the time period I have agreed in writing, in advance of the time period indicated in my application form, or
 - 5.1.3. For as long as I fail to carry out any of the terms and conditions of the Grant Offer or any breach of them continues (this includes any outstanding reporting on grant expenditure or training delivery).

6. I understand that

- 6.1. You can only agree the grant for as long as funds are available and you continue to operate.
- 6.2. You may share the information about my grant with any parties giving details of the purpose, amount and awardee. Details of the training may be, at your sole discretion and without payment to me, broadcast on television, on your website, in newspapers and through other media.
- 6.3. You will not increase the award if I spend more than the agreed budget.
- 6.4. You accept no liability for any consequences, whether direct or indirect, that may come about from the training, the use of the award or from a withdrawal of the grant.

- 6.5. You may demand repayment (and I will repay when asked) of all or part of the award at your absolute discretion, in any of the following circumstances if: -
- 6.5.1. I fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Offer is still in force.
 - 6.5.2. I completed the application form dishonestly or significantly incorrectly or misleadingly.
 - 6.5.3. I receive duplicate funding from any other source for the same or any part of the training.
 - 6.5.4. There is a significant change, either during the training or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
 - 6.5.5. At any stage of the application process or during the period of the Grant Offer I do not let you have information that would affect your decision to grant an award, continue or withdraw all or part of the grant.
 - 6.5.6. You have reasonable grounds to believe that it is necessary to protect community money.
- 6.6. You may reject any future application from me, if I do not comply fully with these terms and conditions, or you judge that I did not handle the grant adequately, or if I failed to complete any requests for information you made to us.

7. Additional conditions

- 7.1. You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:
- 7.1.1. I am in breach of the Grant Offer.
 - 7.1.2. You believe such conditions are necessary or desirable to make sure that the training is delivered as set out in our application, or following any agreed changes.

8. Grant specific conditions

- 8.1. I will complete the training and sit any examinations for which this award has been granted.
- 8.2. If I do not complete the training you may require me to repay all or some of the award.
- 8.3. I will retain receipts/invoices for the training and present them when requested.