

**Terms and Conditions of Grants awarded by**

 **Rousay Egilsay** **and Wyre Development Trust**

**Definitions:**

“We”, “our” and “I” refer to the organisation/group or person receiving the grant bound by these terms and conditions. “You” and “your” means Rousay, Egilsay and Wyre Development Trust, the funder of the grant.

The “project” means the project that you are giving us the grant for 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” which we have accepted and signed, includes and incorporates these standard terms and conditions, together with any other conditions we have agreed.

I/We understand that the Grant Offer and Acceptance will only start after you have received the signed acceptance of grant from me/us and will come into force on the date that you receive this document in the Trust Offices.

1. **In General (ALL APPLICANTS)**
	1. I/We will use the award exclusively for the project as outlined in our application.
	2. I/We will not use the award to pay for any spending commitments made before the date of the Grant Offer(exception for the Emergency Stay Grant due to the nature of the grant).
	3. You will not increase the award if I/we spend more than the agreed budget.
	4. During the period of the grant I/we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.
	5. If I/we receive any (or all) of the award in advance of expenditure, any unused part will be held on trust for you at all times, and I/we will repay any award (including any unused part) to you immediately upon demand.
	6. If we are a statutory organisation, we will ensure that all current & future members of our governing body or our executive team receive a copy of these terms and conditions while the Grant Offer remains in force. We will inform you immediately if any of our key contacts change.
2. **The project (ALL APPLICANTS)**
	1. I/We will get your written agreement before making any change to the project or to its aims, structure, delivery, duration or ownership.
	2. I/We agree to make satisfactory progress with the project and complete it within 12 months of receiving the award, or to notify you if I/we need an extension.
	3. I/We will tell you promptly about any changes to information I/we have provided and will make sure that the information you hold is true and up to date.
	4. I/We will tell you of any offer of funding for this project from anyone else at any time during the project.
3. **Monitoring (ALL APPLICANTS)**
	1. I/We will monitor the progress of the project and provide feedback via email, phone or in person.
	2. I/We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project itself, or the number of participants and other beneficiaries (or about our organisation & it’s activities) and such other information as you may require. You may use this information to monitor or publicise the project and/or evaluate your grants programmes.
	3. I/We will tell you immediately in writing of anything that significantly delays, threatens or prevents the project’s completion.
	4. I/We will tell you immediately if there is to be any variation to the way the project is delivered.
4. **Expenditure & Payment (ALL APPLICANTS)**
	1. You will make payments once I/we provide proof of cost/expenditure and proof of cancellation or delay, e.g. on presentation of invoices and cancellation/delay email, at the Development Trust’s offices.
	2. You will pay the award straight into the bank account of individuals, groups or organisations, or may pay a service provider/supplier directly, at our request.
	3. I/We will start drawing down the funds awarded within 3 months of my/our acceptance of the grant and understand that failure to do so may result in the grant being withdrawn.
5. **Acknowledgements & Publicity (ALL APPLICANTS)**
	1. I/We will acknowledge the grant publicly as appropriate and practical and acknowledge your support in any published documents that refer to the project, including any advertisements, account and public annual reports, or in written or spoken public presentations about the project.
	2. I/We hereby consent to any publicity about the grant and the project as you may from time to time require. Details of the project may, at your sole discretion and without payment to me/us, be broadcast on television, on your website, in newspapers and through other media.
	3. I/We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including press or media related activities.
	4. You have the right to reproduce any of my/our application or subsequent information supplied by me/us to you for any appropriate purpose without right of a claim by me/us in respect of copyright.
6. **Legalities (ALL APPLICANTS)**
	1. In my/our management of all personal information I/we will meet the requirements of the Data Protection Act 1998 and GDP Regulations.
	2. I/We agree to comply with all laws that regulate/apply to operating or working methods and purchase of goods during the project
	3. If the project involves working with children, young people or vulnerable adults (“vulnerable people”), I/we will take all reasonable steps to ensure their safety. I/We will obtain a written consent from the legal carer, parent or guardian before having direct contact with any vulnerable person. I/We will have and adhere to an appropriate written policy and ensure a set of procedures is in place at all times to safeguard vulnerable people, which will include checking backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people, according to the Protecting Vulnerable Groups Scheme.
	4. I/We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes all appropriate insurance for any activities I/we provide and any assets purchased with the grant (as well as employee and public liability insurance where applicable). If any asset is damaged, destroyed or stolen, you must be informed in writing and I/we must repair or replace it.
7. **Value Added Tax (VAT REGISTERED INDIVIDUALS/ORGANISATIONS)**
	1. I/We acknowledge that the award is not consideration for any taxable supply for VAT purposes by us to you. I/We understand your obligation does not extend to paying any amounts in respect of VAT in addition to the award and that the award made by you is inclusive of VAT.
	2. I/We agree to repay you immediately, any VAT recovered whether by set-off, credit or repayment to the extent that any such VAT cost as included in the award.
	3. I/We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
	4. I/We will keep proper and up to date records relating to VAT, and will make such records available to you to look at and give you copies when requested.
	5. If you have funded all of the VAT costs for our project, I/we agree to refund immediately all of the VAT recovered to you.
	6. If you have funded a proportion of the VAT costs for the project, I/we agree to refund immediately the same proportion of the VAT recovered to you.
8. **Length of Grant Agreement (ALL APPLICANTS)**
	1. These terms and conditions and the Grant Agreement remain in force
		1. for as long as the time period indicated in our application form, or
		2. for the time period you have agreed in writing, in advance of the time period indicated in our application form, or
		3. as long as we fail to carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes providing any outstanding information on grant expenditure or project delivery.
9. **We understand that (ALL APPLICANTS)**
	1. You can only agree the grant for as long as funds are available, and you continue to operate.
	2. You may share the information about my/our grant with any parties giving details of the purpose, amount and awardee (subject to Data Protection)
	3. You accept no liability for any consequences, whether direct or indirect, that may come about from my/our running the project, the use of the award or from a withdrawal of the grant.
	4. You may demand repayment (and I/we will repay when asked) of all or part of the award at your absolute discretion, in any of the following circumstances if:
		1. I/We 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.
		2. I/We completed the application form dishonestly, significantly incorrectly or misleadingly.
		3. I/We or any other person or organisation operating for me/us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Offer.
		4. Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project, or to the detriment to your reputation.
		5. Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, HMRC or other regulatory body.
		6. I/We receive duplicate funding from any other source for the same or any part of the project.
		7. There is a significant change of purpose, ownership or recipient, either during the project of 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.
		8. At any stage of the application process or during the period of the Grant Offer I/we do not let you have information that would affect your decision to award, continue or withdraw all or part of the award.
		9. I/We are or become legally ineligible to hold the grant and/or
		10. You have reasonable grounds to believe that it is necessary to protect community money.
10. **Additional conditions (ALL APPLICANTS)**
	1. You have the right to impose additional terms and conditions on the grant either in the Grant Offer and/or if:
		1. I/We are in breach of the Grant Offer.
		2. You judge that members of our governing body, employees, or staff, or any person or organisation closely involved in carrying out the project, act in a way that may have a detrimental effect on the project or on your reputation as a distributor of community money or as a grant sponsored body.
		3. You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in my/our application or following any agreed changes.
		4. Please keep all receipts of spend and present to staff for payment.
11. **Emergency Stay Grant Specific Conditions**
	1. The grant applicant must be a permanent resident of Rousay, Egilsay or Wyre. Applications for children should be made by their parent/guardian.
	2. Maximum funding of £100 per REW resident, per year. This funding will be used to support residents with overnight accommodation costs on Mainland Orkney due to their transport to or from Orkney being delayed or cancelled by the transport operator, and therefore being unable to return home to Rousay, Egilsay or Wyre.
	3. This funding only applies where the operator does not cover the accommodation costs due to the delay or cancellation, and where the operator does not pay compensation for the accommodation costs incurred. This funding also only covers instances where employers or another organisation does not cover the Emergency Stay costs.
	4. Applicants must provide proof of the delay or cancellation of the transport by the transport operator.
	5. Applicants must provide receipts for the accommodation costs.
	6. The funding can cover up to 100% of the Emergency accommodation costs, up to the £100 maximum grant award.
	7. Due to the nature of this grant, applications can be made retrospectively but must be made within 21 days of the delay or cancellation.
	8. All members of a household affected by the delay or cancellation and applying for the Emergency Stay Grant for accommodation costs incurred as a result must fill out separate application forms.
	9. The fund cannot cover food and drink purchases or other expenses, unless these are included as part of the accommodation overnight stay cost e.g bed and breakfast combined rate.
	10. Receipts must be submitted to the Trust Office for the grant award to be paid.
	11. Should you subsequently be reimbursed by the operator or any other party for any reason, the grant award must be returned to REWDT.