



PENMAENMAWR TOWN COUNCIL YOUTH FUND GRANT SCHEME TERMS AND CONDITIONS

1. Definitions

For the purposes of this Grant Agreement (as defined below) the following expressions mean:

- “Applicant” means the individual making the Youth Fund grant application;
- “Application” means the application submitted by the Applicant for a grant in respect of Resources and Activities and shall include all written and oral representations made by the Applicant to Penmaenmawr Town Council regarding the Applicant and the Overseas Volunteering Opportunity;
- “PTC” means Penmaenmawr Town Council whose office is at Penmaenmawr Community Centre, Conwy Road, Penmaenmawr, LL34 6AB and references to it shall include Penmaenmawr Town Council, its staff and any other person representing it;
- “Grant” means the sum referred to in the Grant Offer Letter awarded to assist in financing the Resources and Activities;
- “Grant Agreement” means the agreement entered into between the Applicant and PTC in the form of a Grant Offer Letter, which incorporates these terms and conditions;
- “Grant Offer Letter” means the grant offer letter sent to the Applicant confirming the Grant and enclosing these terms and conditions.

2. Acceptance

- a) No agreement comes into existence between PTC and the Applicant, and accordingly PTC is not bound to make payment of the Grant, unless and until the Form of Acceptance has been signed and received by PTC and the specific requirements set out in the Grant Offer Letter have been fulfilled to PTC’s satisfaction.

- b) The Applicant has two months from the date of the Grant Offer Letter to accept the terms of this Grant Agreement. After this, the offer will lapse unless reasons are given for the delay which are accepted by PTC. If this offer lapses, the Application will be regarded as having been withdrawn.

3. Specific requirements

- a) The award of this Grant is reliant upon the Applicant fulfilling, to PTC's satisfaction, the requirements set out in the Grant Offer Letter and these terms and conditions.

4. Further Terms and Conditions

The payment of the Grant is subject to due compliance by the Applicant with each of the following conditions:

- a) the Grant shall be used solely towards financing the provision of delivering the Project as set out in the approved Application and in accordance with the terms of this Grant Agreement. Under no circumstances may the Grant be used for any other purpose;
- b) the Applicant shall comply with all statutory requirements and other laws and regulations relating to the Project, its Resources and its Activities;
- c) the Grant may consist of one or more payments between PTC and the Applicant of the Grant Award for the agreed sum in one or more of four formats:
 - i. a pre-payment card with the full or partial Grant Award
 - ii. a cheque for the full or partial Grant Award
 - iii. a BACS transfer for the full or partial Grant Award
 - iv. direct payment(s) made between PTC and respective Resource and/or Activities provider(s)

5. Claw back or repayment of the Grant

- a) Without prejudice to PTC's other rights and remedies in relation to the expenditure of the Grant identified in the Grant Offer Letter, for the period of five (5) years from the date of the Grant Offer Letter, the full amount of Grant released, or such lesser sum as PTC may require, shall be repayable to PTC on demand, and any future payments of Grant will be stopped and shall cease to be payable or may be paid subject to such further conditions as may be specified by PTC, where:
 - i. in the reasonable opinion of PTC, the Applicant fails to complete or it appears reasonably likely that they will fail to complete the Project in accordance with the Application;
 - ii. the Applicant fails to comply with any of the terms and conditions of the Grant as set out in the Grant Agreement;
 - iii. in the reasonable opinion of PTC, any of the assurances given or the representations contained within the Application or other documents submitted by the Applicant to PTC were fraudulent, materially incorrect or misleading.

6. Payment of the Grant

- a) The Grant will be paid in accordance with the payment schedule set out in the Grant Offer Letter. The Applicant acknowledges that the Grant can only be assured to the extent that PTC has available funds.
- b) The Applicant must request the payment of the Grant, and commence the Project, within six (6) months of the date of the Grant Offer Letter unless otherwise agreed in writing. If this date cannot be met, the Applicant must promptly send PTC a written explanation for the delay in requesting the payment/commencing the Project. If the payment of the Grant is not requested by the Applicant within the relevant period, the Grant will automatically lapse without PTC providing any additional warning or other form of notification to the Applicant. Thereafter, PTC will not be liable for making any future Grant payments and the Grant Agreement shall terminate immediately.

- c) PTC will only pay the Grant against sight of official quotes.
- d) No Grant will be paid until PTC is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.
- e) If at any time the total expenditure for the Project exceeds the quoted amount stated in the Grant Offer Letter, there will be no corresponding increase in the Grant. PTC may in its sole discretion consider an increase in the amount of the Grant in response to an application submitted in advance notifying us of the revised cost, the reasons for the increase, and asking for the level of Grant to be re-considered.
- f) PTC also reserves the right, if the final total allowable expenditure is less than the estimated expenditure to review the amount of the Grant and, where it considers appropriate, to reduce the Grant payable or to demand a refund of part of the Grant. The amount of such reduction or refund shall be determined by PTC at its discretion but shall not exceed the amount of the under-spend.

7. Assignment

- a) PTC shall be permitted on prior written notice to the Applicant to assign or otherwise transfer the benefit and the burden of this Grant Agreement to any successor body of PTC.
- b) The Applicant cannot assign or otherwise transfer the benefit or burden of this Grant Agreement without the prior written consent of PTC.

8. Exclusion of Liability/Indemnity

- a) PTC, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development, planning, construction, operation, management and/or administration of the Project. In particular but without limitation, it shall not be liable to the Applicant for any loss or

damage arising directly or indirectly as a result of the compliance by the Applicant with the terms and conditions of this Grant.

- b) The Applicant will indemnify and hold harmless PTC, its employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss or damage of any type arising out of or in connection with the Project and any activities carried out thereon except where such injury, death, loss or damage have resulted from the negligent act or omission of PTC. In this latter connection, the Applicant shall provide prompt notice to PTC of any such claim, and PTC shall have the sole right to control the defence of any such claim.
- c) PTC has no liability for losses or costs arising from failure to make any payment on any agreed date.

9. Law and Jurisdiction

The construction, validity and performance of the Grant Agreement shall be governed in all respect by English and Welsh law and be subject to the non-exclusive jurisdiction of the English and Welsh Courts. The parties undertake to each other to use their best endeavours wherever possible to amicably resolve any dispute, which may arise under the Grant Agreement.

10. Rights of Third Parties

A person who is not party to this Grant Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Grant Agreement.