



PENMAENMAWR TOWN COUNCIL GENERAL TERMS AND CONDITIONS OF GRANTS & DONATIONS AND PROJECT GRANTS SCHEMES

1. Definitions

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

- “Application” means the application submitted by or for the Organisation for a grant in respect of the Project and shall include all written and oral representations made by the Organisation to Penmaenmawr Town Council regarding the Organisation, the Project and the Facilities;
- “Grant” means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project;
- “Grant Agreement” means the agreement entered into between the Organisation and Penmaenmawr Town Council 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 Organisation confirming the Grant and enclosing these terms and conditions;
- “Organisation” means the organisation or organisations to which the Grant is made;
- “Project” means the project or projects described in the Grant Offer Letter;
- “PTC” means Penmaenmawr Town Council, whose office is at Penmaenmawr Community Centre, Conwy Road, Penmaenmawr, LL34 6AB and references to PTC shall include PTC as a body corporate, its staff and any other person representing it.

2. Acceptance

- a) No agreement comes into existence between PTC and the Organisation, 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 Organisation 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 If this offer lapses, the Application will be regarded as having been withdrawn.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 Organisation fulfilling, to PTC's satisfaction, the requirements set out in the Grant Offer Letter and these terms and conditions.

- b) No Organisation which is not one of the following is permitted to seek funding from PTC's Grants & Donations Fund and Community Fund Grant Schemes:

- Constituted community groups
- Unregistered constituted charities
- Registered charities
- Charitable Incorporated Organisations
- Co-operatives
- Friendly Societies
- Industrial and Provident Societies
- Community Interest Companies limited by guarantee with a large membership
- Companies limited by guarantee with a large membership
- Individuals applying for Match Funding, Youth Fund and Go Volunteering schemes only

- c) PTC cannot accept applications from:

- Individuals (unless a specific application is being made under the Match Funding, Youth Fund or Go Volunteer schemes)
- Sole Traders
- Any form of profit making organisations and/or companies (the Private Sector)
- Statutory organisations (the Public Sector)
- Organisations deemed by PTC to be in poor financial health

- Organisations deemed by PTC to have poor governance structures
- Organisations that do not hold Annual General Meetings where the larger membership cannot attend and vote on proceedings
- Organisations that have no accountability to a wider membership

4. Monitoring

- a) The Project may be closely monitored for a period of up to 5 years from the Grant Offer Letter, to ensure that the aims and objectives specified in the Application are being met and that the Grant Agreement is adhered to. PTC may also monitor the Project to identify best practice and to understand key problems.
- b) The Organisation must undertake a self-monitoring programme on evaluation forms provided by PTC. At the request of PTC, the Organisation shall complete a questionnaire and supply such further information as PTC may reasonably require.
- c) To comply with PTC's monitoring requirements, the Organisation should be prepared to receive site visits and to give their full co-operation to any monitoring officer appointed by PTC, both during the Project and after completion of the Project. Such monitoring requirement will be at the discretion of PTC.
- d) The provisions of clause 4 a) and 4 b) shall not apply to the Grants and Donations Scheme.

5. Further Terms and Conditions

- a) The payment of the Grant is subject to due compliance by the Organisation with each of the following conditions:-
 - i. the Grant shall be used solely towards financing the provision of 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;

- ii. the Grant cannot be used to finance retrospective costs and charges to the Organisation nor the Project;
- iii. the Organisation shall comply with all statutory requirements and other laws and regulations relating to the Project, including without limitation all relevant health, safety and employment laws and regulations and laws and regulations relating to the nine protected characteristics as laid out in The Equality Act 2010;
- iv. the Organisation has provided formal, full and accurate quotations for all expenditure items at the time of submission of the Grant Application;
- v. the Organisation shall maintain full and proper accounts and records regarding the Project. Any representative authorised by PTC shall be given access, whenever PTC so requests, to such accounts and records;
- vi. the recruitment and selection of all posts funded by the Grant must follow equal opportunity guidelines. Copies of adverts and recruitment process must be sent to PTC;
- vii. no one shall be denied access to use the Project on grounds of race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion;
- viii. the Organisation shall not charge fees or subscriptions for use of the Facilities or participation in the Project that as a result of the level of such fees prevent or unduly restrict the participation of the general public.

6. Claw back or repayment of the Grant

- a) Without prejudice to the 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 to the Organisation, 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. the Organisation ceases to operate for any reason, or becomes insolvent, or is placed into receivership or liquidation, or enters into any arrangement or composition for the benefit of its creditors; or
- ii. in the reasonable opinion of PTC, the Organisation fails to apply the Grant, or any part of it, for the purpose for which it was made, or fails to complete or it appears reasonably likely that it will fail to complete the Project in accordance with the Application;
- iii. the Organisation fails to comply with any of the terms and conditions of the Grant as set out in the Grant Agreement;
- iv. in the reasonable opinion of PTC, any of the assurances given or the representations contained within the Application or other documents submitted by the Organisation to PTC were fraudulent, materially incorrect or misleading;
- v. in the case of a Capital Grant only the Organisation ceases to use any land, property or facilities bought or improved using the Grant or disposes of any equipment acquired before the end of its useful economic life; or
- vi. in the case of a Capital Grant only the Organisation sells, transfers, leases, licenses or otherwise disposes of any land, property or facilities bought or improved using the Grant or any part of them without the prior written consent of PTC; such consent may be conditional upon a proportion of the Grant or proceeds of disposal being repaid to PTC.

7. Payment of the Grant

- a) The Grant will be paid in accordance with the payment schedule set out in the Grant Offer Letter or as otherwise specifically agreed upon submission of a completed claim form. The Organisation acknowledges that the Grant can only be assured to the extent that PTC has available funds.

- b) The Organisation must request the first 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 Organisation must promptly send PTC a written explanation for the delay in requesting a payment/commencing the Project. If the first payment of the Grant is not requested by the Organisation within the relevant period, the Grant will automatically lapse without PTC providing any additional warning or other form of notification to the Organisation. Thereafter, PTC will not be liable for making any future Grant payments and the Grant Agreement shall terminate immediately.
- c) Payments of Grant will only be paid into an ordinary business bank account in the name of the Organisation notified to PTC. Payments will be made either by Bankers Automated Clearing Services (BACS) directly into the bank account, or by cheque.
- d) PTC exercise the right to only pay the Grant against sight of current, valid quotations or in other circumstances that PTC may agree. PTC reserves the right to call for proof of payment.
- e) No Grant will be paid until PTC is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.
- f) The Organisation must promptly repay PTC any Grant incorrectly paid to it as a result of any administrative error.
- g) If at any time the total expenditure for the Project exceeds the estimated 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.
- h) 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.

- i) Similarly, if the aggregate funding obtained for the Project, particularly from sources of public grant aid, exceeds its cost, the Organisation is expected and required to notify PTC so that the level of Grant can be reviewed at the absolute discretion of PTC.

8. Assignment

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

9. 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.

10. Law and Jurisdiction

- a) 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.

11. Rights of Third Parties

- a) 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.

12. Privacy and Data Protection Statement

Your rights to privacy

- a) On 25 May 2018, new law came into effect in the UK which updates your rights to privacy and changes the rules about how we can use your personal information. Penmaenmawr Town Council values its relationship with you and therefore takes your rights to privacy seriously. We have therefore updated our privacy statement to explain what personal information we collect about you, how we use and look after it, and your rights. We want to share this with you so that you are clear about our obligations and your rights, and in case you have any questions for us. The privacy statement can be found on our website. The privacy statement contains important information about your rights to privacy, so we encourage you to take the time to read it.