Cycling Friendly & Social Housing Fund Development Grant Awards

Standard Terms and Conditions

2019/20

1. General

1.1. Definitions – The following definitions will apply unless the context requires otherwise:

a) Applicant refers to the organisation named in the application, receiving the grant and bound by these terms and conditions;

b) Project means the project as detailed in the application;

c) Grant means the grant or grants as approved by the Grantor in connection with the Project;

d) Grantor means the body to whom the application is made;

e) Period of Grant means 12 months from the return of a valid acceptance letter

f) Grant Offer Letter means the letter from the Grantor outlining the purpose of the grant and any conditions of the grant

g) Application means the information provided by the Applicant requesting a grant;

h) Grant Acceptance Letter means the signed acceptance letter returned by the Applicant to the Grantor

i) "Business" means the Applicant's business or activity which is being developed by the Project and described in the Application

1.2. The grant must be used exclusively for the Project and only by the Applicant and only in accordance with the details in the application form or varied with the written agreement of Cycling Scotland.

1.3. During the period of the grant the Applicant will act in a fair and open manner without distinction as to race, religion, gender, age or disability, and in compliance with all relevant legislation

1.4. Applicant Warrants that:

a) The Applicant is validly existing, has power to execute and perform its obligations under this Application and any related undertaking, its execution and such performance has been validly authorised, and on its execution and delivery those obligations will be valid, legal and binding on it; and

b) It is the owner of the project location as detailed in the Application and all plant, equipment and other assets required in connection with the Project or has permission of the owner of the Project Location and all such assets to undertake the Project and the Business.

2. Conduct of Business

The Applicant must:

2.1. Carry on the Business and implement the Project in a proper and efficient manner and keep proper financial and other records and books of account all to the reasonable satisfaction of the Grantor which shall at all reasonable times be open for inspection by the Grantor;

2.2. Provide the Grantor with such information and within such period as the Grantor may require relating to the Project and the Business;

2.3. Not without the prior written consent of the Grantor discontinue or dispose of (on winding up or otherwise) the whole or a substantial part of the Business or the Project or its assets or make any alteration that is in the reasonable opinion of the Grantor a

material alteration to the constitution of the Applicant, its membership or the character of the Business or the Project;

2.4. The Applicant shall not, without prior written consent of the Grantor, dispose of any asset funded, in part or in whole, with Grant funds during the lifetime of the asset. During that period Cycling Scotland, on behalf of Scottish Ministers, shall be entitled to the proceeds of the disposal – or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. The Grantor, on behalf of Scottish Ministers, shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Recovery by The Grantor, on behalf of Scottish Ministers, shall not be required where the value of the asset is less than £1,000

2.5. Keep all the property, buildings, plant, equipment and other assets of the Business and the Project in a good state of repair and in good condition all to the reasonable satisfaction of the Grantor and permit the Grantor to inspect them on reasonable notice;

2.6. Insure and keep insured against loss or damage by fire, storm, impact, theft and such other risks as may reasonably be required by the Grantor all property, buildings, plant, equipment, stock, vehicles and other assets of the Business for such sums as may be necessary to cover the full replacement or reinstatement thereof or for such sum as the Grantor may reasonably approve, exhibit the relevant policies and receipts for premiums to the Grantor and if required by the Grantor ensure that the interest of the Grantor be endorsed on such policies, and apply any proceeds of such insurance towards replacement or reinstatement;

2.7. Not move the Business or the Project or any of its plant, equipment or other assets acquired in connection with the Business or the Project without the prior written consent of the Grantor;

2.8. Only use the Grant in implementation of the Project and not for expenditure incurred prior to the Date of Application as defined in the Application;

2.9. Contact the Grantor for any significant change in scope of the Project, including change in deliverables, and provide information as required as part of the Project Amendment process

2.10. Comply with all applicable statutory and other regulations and obtain, and provide to the Grantor on request, all necessary consents and licences, for the Project and the Business; and

2.11. Indemnify the Grantor against any claims whatsoever arising in relation to the Project or the Business.

3. The Project

3.1. The Applicant will manage the Project and be fully responsible for all aspects of implementation.

3.2. 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 grant.

3.3. No expenditure incurred prior to the date of the signed and returned Grant Offer Letter can be paid for out of the grant.

3.4. The Grantor shall not at any time be liable to any person in relation to any matter

arising in connection with the development, planning, construction, operation, management and/or administration of the Project and in particular but without limitation, 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 including any losses arising from a failure to make grant payments on any agreed date.

3.5. If the final total allowable expenditure for any element of the Project is less than the estimated allowable expenditure (i.e. there is an underspend) the Applicant must inform The Grantor which at its absolute discretion, may reduce the grant payable and / or demand a refund of any grant paid. The amount of such reduction shall not exceed the amount of the underspend.

3.6. The Applicant will tell The Grantor of any offer of funding for the Project from anyone else at any time during the project

3.7. The Applicant will inform The Grantor promptly of any changes to the information provided in the application and will make sure that relevant information is always correct and up to date.

3.8. The Applicant will inform The Grantor immediately if any of the key contact information changes.

3.9. The Applicant agrees to meet all laws regulating the way it operates, the works it carries out, the staff they employ and the goods that it buys. The Applicant will ensure that it has an equal opportunities policy in order to assist in compliance with all relevant laws and good practice through out the period covered by this agreement. The Applicant will submit copies of all licences and permits required by law or by The Grantor.

3.10. If the Applicant's work involves children or vulnerable adults (vulnerable persons) it will take all reasonable steps to ensure their safety. The Applicant will obtain the written consent of the legal carer or guardian before having any direct contact with any vulnerable person. The Applicant must have an appropriate written policy and set of operating procedures at all times to ensure all vulnerable people are safeguarded. This should include procedures including disclosures, through the Central Registered Body in Scotland, of all staff, volunteers or contractors who will have significant direct contact with vulnerable people.

3.11. The Applicant will maintain adequate insurance at all times. This includes employee and public liability insurance as well as insurance that covers the full replacement value of any assets funded by The Grantor. In the event of the equipment being lost, stolen, or damaged and not replaced, money obtained from the insurance must be paid to The Grantor.

3.12. In the event of items of capital equipment funded by the Grantor being no longer required, or an Applicant with such equipment ceasing to exist, at the discretion of the appropriate officer, the equipment should be returned to the Grantor

3.13. If the Applicant is a charity they will register with the Office of the Scottish Charity Regulator if their income goes over the minimum exemption figure.

4. The Applicant

4.1. The Applicant will write to the Grantor as soon as possible if any legal claims are made or threatened against it and /or which would adversely affect the project during the period of funding.

4.2. The Applicant will let the Grantor know as soon as possible of any investigation concerning it, its trustees, directors, employees or volunteers carried out by the Police, Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

5. Monitoring and reporting

5.1. The Applicant must maintain full and proper accounts and records, including copies of invoices which show how the grant has been used. These records must be copied to the Project on request and be available to the Grantor or its representative(s).

5.2. The Project will develop and implement a monitoring and evaluation plan based around the Grantor's guidance.

5.3. The Applicant will tell the Grantor immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion

5.4. The Applicant will inform the Grantor immediately of any variation in the project's outcomes

5.5. The grant must be shown in the Applicant's annual accounts as a restricted fund and not included under general funds. This means that the unspent funds and/or assets in respect of the grant must be shown separately in the Applicant's accounts that must also show any interest accruing from the grant.

5.6. The Applicant will provide a 6-month and 12-month report covering all aspects of Project progress including a financial report evidencing all income and expenditure and associated receipts.

5.7. Due dates for the annual reports are specified in the grant profile attached to the grant offer. Failure to submit an annual report may result in some or all of the grant monies being re-claimed.

5.8. Grant Expenditure should occur within 12 months of The Applicants signing grant acceptance letter.

6. Procurement

6.1. In the procurement of any asset or service (capital or revenue) connected with the Project, the Applicant shall ensure that best value is obtained by appropriate market testing and seeking competitive tenders.

6.2. The Applicant will ensure their procurement policies and practices minimise any detrimental effect to the environment and complement Cycling Scotland's commitment to protecting and improving the environment for Scotland's future generations.

6.3. The Applicant will ensure that it gives due consideration to ethical standards in any procurement made through the Grant.

7. Publicity

7.1. The Applicant will acknowledge the contribution of the Grantor publicly as appropriate and practical, including use of our logo where possible. The Applicant will follow the Grantor's branding and publicity guidelines at all times. The Applicant will acknowledge the Grantor 's support in any published documents that refer to the project, including, but not limited to, job advertisements, accounts and public annual

reports and written or spoken public presentations about the project

7.2. The Grantor reserves the right to publish details of this Project in papers, journals and other media. The Applicant agrees to the Grantor carrying out any forms of publicity and marketing as it sees fit. The Applicant agrees to do whatever the Grantor may reasonably require in assistance with any form of publicity and marketing, including press or media related activities

7.3. The Grantor is acknowledged as the funder for any assets procured as a result of the funding

7.4. The Grantor is acknowledged in relation to any publicity and promotion related to the project, through signage provided by the Grantor where appropriate

8. Breaches and repayments

In the event of the following, the Applicant shall be bound to repay on demand the full grant, or such part as the Grantor thinks fit:

8.1. Breach of any of the terms and conditions of this offer of grant.

8.2. Any written information given to the Grantor by or on behalf of the Applicant in connection with the payment of the grant is found to be false or misleading in any material respect, whether such written information is provided prior to or after the execution of this offer by the parties thereto, or if information is withheld.

8.3. The Applicant ceases to operate for any reason, is dissolved or becomes insolvent or it is declared bankrupt.

8.4. If there is a material alteration to the constitution of the Applicant, its membership, trustees or partners, or if the Applicant is a company, by the transfer of ownership of the controlling interest (as defined in section 840 of the Income and Corporation Taxes Act 1988) in the Applicant without the prior written consent of the Grantor, or on the occurrence of any event or change in circumstances in relation to the Applicant or the Project which in the reasonable opinion of the Grantor, would have a material adverse effect on the ability of the Applicant to comply with these conditions;

8.5. The Applicant fails to provide proper annual accounts within 10 months of the end of the financial year during which the grant has been paid or expended.

8.6. Any failure, delay or omission by the Grantor to exercise any right to demand repayment shall not be construed as a waiver of such right.

9. New conditions of grants

9.1. The Grantor reserves the right to introduce new conditions of grant as necessary.

10. De Minimis Aid

10.1. If the Grant includes de minimis aid (as defined by the European Union) the Applicant may be required to make a formal declaration to any public agency which is considering offering it further de minimis aid. There is a limit of €200,000 on the combined total of all de minimis aid from whatever source to any one beneficiary over the 3 year period preceding the date of approval of the Applicant's application under the State Aid Regulations of the European Union. If Applicant has received any such de minimis aid from any source which, when added together with any de minimis

element of the Grant, exceeds EUR200,000 then the Applicant may at the Grantor's option, be required to repay all or part of the de minimis element of the Grant to the extent that it has been paid out.

11. Assignation

The Grant shall be personal to the Applicant and the Applicant may not assign or transfer the Grant or any of its obligations, under these Conditions, nor subcontract any of such obligations, to any third party without the prior written consent of the Grantor. The Grantor may assign its rights under these Terms and Conditions to any third party without consent of the Applicant.

12. Law of Scotland

12.1. The Application incorporating the Applicant's undertaking to the Grantor and these Terms and Conditions shall be governed by the laws of Scotland.

13. Data Protection & Privacy Statement

13.1. Cycling Scotland complies with the General Data Protection Regulations (GDPR) 2018 and aims to fulfil the requirement for fair and lawful processing of personal information in the records which Cycling Scotland creates and receives during our activities. The data protection policy covers how we (Cycling Scotland) collect, use, disclose, transfer and store your data.

13.2. Our privacy policy covers how we handle consumer data within Cycling Scotland and on our websites. With your consent data you provide when registering for the Cycle Friendly Award programme is shared to provide Cycle Friendly assessment as well as mailing lists and external mailing software for purposes of informing you of Development Grant funding opportunities and related Cycling Scotland training programmes and events. You will always have the option to unsubscribe. You can read our Privacy Policy on our website -https://www.cycling.scot

13.3. We may process personal data when we need to do this to fulfil a condition of the grant funding, where you are a trustee, an employee or a contractor (to manage the relationship) or where we are required to do this by law or other regulations. When we share data with external evaluators or provide reports to our funders (as we are required to do under our conditions of grant), the information will be anonymised. Your personal data is not shared.

13.4. If there is an occasion on which we would like to share your personal data with a third party, we will always let you know and will obtain your consent before doing so.

If you have any enquiries on any of the above please email info@cycling.scot.

Ends