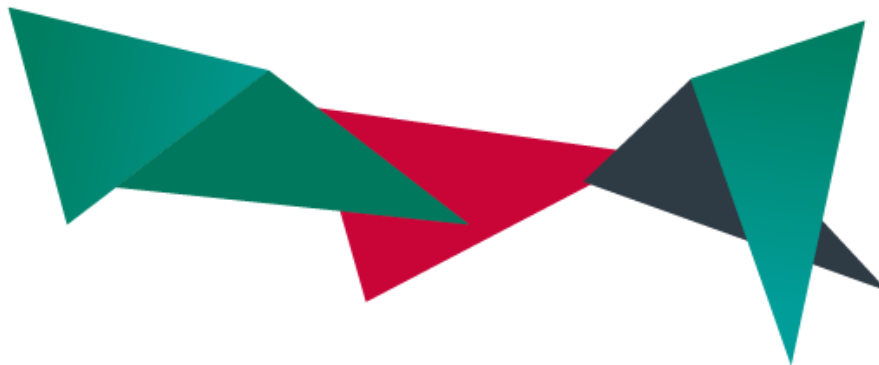




Busnes@
gwynedd.llyw.cymru



Spark & Transform Funds Terms & Condition





You have been offered a grant from the Spark or Transform Funds – by accepting the offer, you commit to adhere to the Terms and Conditions below. Please read the terms carefully, and ensure that you understand them before accepting the grant.

GENERAL TERMS AND CONDITIONS

This grant is funded by Cyngor Gwynedd (the Authority), and the Gwynedd Shared Prosperity Fund. In administering the grants, Cyngor Gwynedd comply with its obligations to the UK Government, ensure that the Grant is used for the purpose which it is intended and to enable the Authority to monitor the progress of the Grant Project. and provide reports to the Department for Levelling Up, Housing and Communities.

“The Authority” is Cyngor Gwynedd

The “Funding Period” is the period up to September 30th, 2024

The “Project” is the activity you have received a grant towards, as laid out in your approved application form.

“Approved expenditure” means the expenditure set out in the approved grant application incurred by the the Grant Recipient during the Funding Period for the purposes of delivering the Project.

“You” are the Grant Recipient

In order to receive this grant, you confirm:

That all the information in your application form, and all additional information submitted by you is correct as far as you as aware, and Cyngor Gwynedd may take steps against those individuals who submitted the application form to calim back the grant and any costs, payments or expenses associated with this

that you are fully authorised to act on behalf of the business/organisation which is receiving the grant

That you need this grant to undertake the activity set out in your approved application form, either at all, to the same extent, or within a reasonable timetable

that each item will be maintained sufficiently

that all required statutory permissions are in place



you are not receiving grant funding towards goods or services purchased before the date that you accept the grant offer

you will not purchase goods or services using cash

if you are creating jobs, we will ask for evidence of this, for example by providing a list of employees, copies of payslips, copies of employment contracts, or a copy of a P36 form. To evidence that you have safeguarded jobs, we will ask for an explanatory letter from the owner or chief executive of your company.

Grant recipients are expected to ensure that Welsh is noted as an essential skill in any job advertisements for public-facing roles, and should consider setting Welsh language requirements for all other jobs which are created as a direct result of the grant, noting the requirements most appropriate to the nature of the role.

You should make every effort to advertise and promote job opportunities locally

all public materials funded by the grant (such as signs) must conform to Cyngor Gwynedd's Welsh Language Policy

the monies will be spent in accordance with your approved application and items will not be sold before 2035 without contacting us first to discuss – see Special Conditions

Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Project, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.

Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.

The Grant Recipient will notify the Authority as soon as reasonably practicable in writing of: any actual or potential failure to comply with any of its obligations under these Terms and Conditions which includes those caused by any administrative, financial or managerial difficulties; and

actual or potential variations to the Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.

Up until 2035, you will take part in any monitoring activities, including completing and returning monitoring forms

You will commit to working towards the Cynnig Cymraeg status



You will pay the Real Living Wage to staff (over 18 years) by December 2024 at the latest (it is not necessary to secure accreditation from the Living Wage Foundation)

The Grant Recipient and the Authority will comply at all times with its respective obligations under Data Protection Legislation.

The Parties agree that for the purposes of the Data Protection Legislation the Grant Recipient is a Data Controller and the Authority a Data Controller.

TIMETABLE

You can submit a claim as soon as you have all the necessary proof of expenditure to do so.

We cannot pay any claims received after September 30th 2024

CLAIMING

The Authority endeavours to make payments within 20 working days of the Authority approving a claim from the Grant Recipient

All of the necessary evidence and information must be submitted with a claim form in order for a claim to be approved

In accepting these Terms and Conditions, you will receive a link to a claim form, to be completed on-line when you have completed your expenditure. In exceptional circumstances, we may permit you to submit more than one claim over the course of the project (interim claim), although the total value of grant will remain the same.

The Grant represents the most that will be paid and this does not increase to meet any overspend by the Grant Recipient.

Payment will be in arrears and will only be paid once the Grant Recipient has paid for the items/Services set out in your application form in full, and the Project has been delivered during the Funding Period. We will not reimburse you for any item or Services which was not part of your approved application.

You (The Grant Recipient) must declare the amount, purpose and source of any third-party funding which is to make up any shortfall in funding required for the Project ("Match Funding"). The Authority has the right to terminate the Grant Funding Agreement if it does not agree with the use of Match Funding. The Grant Recipient cannot, receive "Duplicate Funding", that is funding which is for the same purpose as the Grant.



In order to claim the grant, you must provide Cyngor Gwynedd with:

- Original Invoices and receipts received showing details of all expenditure associated your application
- Evidence that the items have been paid for (e.g. copies of bank statements). If payments are made by credit card, you will need to submit evidence that full payments have been made to the credit card company
- Serial numbers where applicable

Cyngor Gwynedd will not release any payment until all necessary information is received.

MONITORING

The Authority reserves the right to carry out a formal review of the Grant paid /Project to ensure progress of the project and compliance with these Terms and Conditions. If there is a material issue with the Project the Authority may take such action, which includes Grant termination, decrease in the Maximum Sum and recovery of unspent money.

You (The Grant Recipient) must closely monitor the delivery and success of the Project throughout the Funding Period to ensure that the aims and objectives of the Project are achieved.

An obligation is imposed on the Grant Recipient to permit any person authorised by the Authority reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement.

The Grant Recipient shall provide the Authority with all reasonable assistance and co-operation without delay in relation to any information, explanations and documents as the Authority may require in writing, from time to time, so the Authority may establish if the Grant Recipient has used the Grant in accordance with these Terms and Conditions

SUBSIDY CONTROL

This fund is registered as part of the Gwynedd Business Development Fund (registration number SC10867), in accordance with the Subsidy Control Act (2022). All grants over £100,000 will be individually registered with the Welsh Government as part of their Transparency Rules.

DOCUMENT RETENTION

You (The Grant Recipient) must retain all documents relating to the Project. For example these will include those identifying outputs and outcomes, invoices, receipts, accounting records, bank statements (this list is not exhaustive) and any other documentation relating to the Eligible Expenditure after the Funding Period has ended.



ASSETS

You (The Grant recipient) are required to keep a register of assets in respect of assets purchased using the Grant, to include:

date of acquisition or improvement;

description of the Asset;

cost, net of recoverable VAT;

location of the Asset;

serial or identification numbers;

location of the title deeds;

date of any Disposal;

depreciation/amortisation policy applied;

proceeds of any Disposal net of VAT; and

the identity of any person to whom the Asset has been transferred or sold

FINANCIAL MANAGEMENT AND FRAUD PREVENTION

You (The Grant Recipient) must comply with all Applicable Laws. In particular, it must comply with statutes and regulations relating to anti-bribery and anti-corruption. The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter-terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant.

INSURANCE

You are required to ensure that all items purchased are sufficiently insured, and additionally, the Project in its entirety must be adequately insured to cover claims which may be brought or made against it by any person suffering any personal injury or property damage or loss in connection with the Project



CODE OF CONDUCT

You (The Grant Recipient) must follow the UK Government's Code of Conduct for Recipients of Government General Grants published by the Cabinet Office. See https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf

CONFLICTS OF INTEREST

Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to these Terms and Conditions

The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

The Grant Recipient will notify the Authority in writing and without delay if a conflict of interest arises and how it will monitor this and investigate any risks of non-compliance within these Conditions.

EVENTS OF DEFAULT

If any of the following events occur, the Authority may take a variety of steps, including terminating grant payments, decreasing the maximum value of your grant offer, requesting a repayment of all or any part of the grant sum which has already been paid to you (The Grant Recipient), or asking you to make up any shortfall:

1. the Grant Recipient uses the Grant or the Equipment/Services purchased using the grant for a purpose other than that which was laid out in your approved application;
 2. the Grant Recipient fails to comply with the Terms and Conditions laid out in this document
 3. the Grant Recipient does not begin the work required to complete the Project, and fails to provide the Authority with a satisfactory explanation for the delay, or failed to agree a new date on which the Project shall start with the Authority;
 4. the Grant Recipient uses the Grant for Ineligible Expenditure;
 5. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Project and in particular, with meeting any milestones set out in the Grant Application;
 6. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);
 7. the Grant Recipient fails to declare Duplicate Funding;
 8. the Grant Recipient fails to declare any Match Funding which is different from that set out in your approved application
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9. the Grant Recipient receives funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;

10. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;

11. the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;

12. the Authority determines (acting reasonably) that the Grant Recipient or any of its Representatives has:

- acted dishonestly or negligently at any time during the term of the Terms and Conditions and to the detriment of the Authority; or
- taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
- transferred, assigns or novates the Grant to any Third Party without the Authority's consent;
- failed to act in accordance with the Applicable Laws; howsoever arising, including incurring expenditure on unlawful activities;

13. the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

14. the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

15. the UK Government or the Competition and Markets Authority require Grant paid to be recovered by reason of a breach of Subsidy Control Law;

16. the UK Government withholds payment of all or part of the funds (or adjusts it by way of reduction) to Cyngor Gwynedd intended for the Grant or requires repayment of all or part of the Grant for any reason;

17. The Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct

18. The Grant Recipient undergoes a Change of Control which the Authority, acting reasonably, considers:

- will be materially detrimental to the Project and/or;
 - the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
 - the Authority believes that the Change of Control would raise national security concerns and/or;
 - the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.
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- You (the Grant Recipient) shall immediately notify Cyngor Gwynedd in writing of the occurrence of any of the events listed in the above and Cyngor Gwynedd shall immediately notify you in writing on the occurrence of the event listed in 15 or 16 above.
- If any of the above events occur prior to the payment of the Grant, Cyngor Gwynedd shall be automatically and unconditionally discharged from all its obligations to you as the Grant Recipient hereunder.

SPECIAL CONDITIONS

Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Asset with a value of more than [£10,000], the Grant Recipient must ensure that each such Asset is maintained in good condition over the period during which the Asset is recorded as an Asset in the Grant Recipient's accounts ("Asset Owning Period").

Assets purchased or improved using the Grant shall be owned by the Grant Recipient until ownership is transferred, disposed of or otherwise, upon agreement in writing by the Authority.

The Grant Recipient must not dispose of any Asset which has a value of more than [£10,000] that has been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the Authority. If the Authority grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the Authority.

Cyngor Gwynedd must be kept fully informed of the ownership and use of any property or equipment bought or renovated with this grant, up until 2035. If you intend to sell the asset within this period, contact us to discuss an appropriate arrangement to keep us informed of this.

The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset with a value of more than [£10,000] without the prior written consent of the Authority.

VALUE ADDED TAX

You (the Grant Recipient) undertakes to repay to Cyngor Gwynedd any VAT element which later becomes reclaimable from HM Revenue & Customs as a result of a change in your VAT status



TRANSPARENCY

The Authority and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of these Terms and Conditions is not confidential.

STATUTORY DUTIES

The Grant Recipient agrees to adhere to its obligations under the Applicable Laws including but not limited to the Information Acts, the Equality Act and the HRA.

Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to enable the Authority to comply with its information disclosure obligations under the Information Acts.

On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.

The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and these Terms and Conditions without consulting the Grant Recipient.

The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in these Terms and Conditions, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

PUBLICITY

Cyngor Gwynedd and UK Government shall be entitled to make public in such a manner as they may require details of the grant offered/paid to the Grant Recipient for the purposes of publicity should it so require. If the Grant Recipient has received support from the Welsh Language Commissioner, the Grant Recipient hereby authorises the Welsh Language Commissioner to use information relating to the business as publicity for that project. It is also expected that any Grant Recipient will take part in any marketing campaigns relating to the Busnes@Gwynedd and/or Gwynedd Shared Prosperity Fund programmes.



As you have been successful in receiving support through Busnes @Gwynedd and the Gwynedd Shared Prosperity Fund there is a requirement for you to acknowledge this Financial support . Please refer to the Spark or Transform Funds Promotional Guidelines, which can be found here - <https://www.gwynedd.llyw.cymru/en/Businesses/Documents-Busnes/Spark-and-Transform-Fund-Publicity-Guidelines.pdf>

LANGUAGE COMMITMENTS

Cyngor Gwynedd's Welsh Language Policy notes that any grant awarded by the Council should be used as a means to promote the use of Welsh within the county.

It is expected therefore that any individual, group or business who receive financial awards- in the form of grant or loan – makes every effort to use Welsh in their work and activities and ensure that a bilingual service is available to the public.

By operating this agreement / receiving the grant it is expected that you (Grant Recipient) operate in a manner which conforms with the above principle and the Council's commitment to the Welsh Language (Wales) Measure 2011. In practice, this would include the following:-

- a) Ensuring that any written material that is produced is bilingual
- b) Ensuring that any signs installed are bilingual
- c) Ensuring that any training or public event held is bilingual
- d) Commit to producing a Welsh Language Scheme, which will state the company's / business's commitment to the Welsh language and the steps they are willing to take to improve the use within the workplace and activities of the business.

The Council may ask for an explanation how the individual, group or business intends to provide a bilingual service, and to ensure that the Welsh language is not treated less favourably than English, and Cyngor Gwynedd will be monitoring compliance with specific elements noted above.

In accordance with Cyngor Gwynedd's commitment to promote the Welsh Language, Cyngor Gwynedd will welcome a company's request to produce any material, signage or hold an event in Welsh only if the nature of the activity or target audience suggests that this is appropriate. Cyngor Gwynedd may also refer individuals, groups or businesses to partners or other information and advice sources in order to provide support to increase usage of the Welsh language.



EQUAL OPPORTUNITIES

You (the Grant Recipient) confirm that you operate an equal opportunities policy and do not discriminate on grounds of race, ethnic origin, sex or sexual persuasion in relation to the employment of personnel, the promotion of partners or your staff.

NON-WAIVER

A failure by Cyngor Gwynedd and/or delay by Cyngor Gwynedd in exercising any right, power or privilege hereunder shall not operate as a waiver thereof.

NOTICES

All notices to be given hereunder shall be in writing and sent to the addresses stated in this letter (or such other address as a party may from time to time specify in writing to the other party). Any notice to the Grant Recipient hereunder shall be deemed to have been validly served if the same is delivered by hand or sent by first class post to the address of the Grant Recipient as aforesaid and the same shall be deemed to have been served 48 hours after posting notwithstanding the same may be returned undelivered.



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