



## LleCHI LleNI Community Grant Terms and Conditions

### 1. Definitions

- (a) The Grantee means the organisation on whose behalf the officers have made the application for grant.
- (b) The Council means Cyngor Gwynedd of Council Office, Cyngor, Caernarfon, Gwynedd LL55 1SH.
- (c) The grant means LleCHI LleNI Community Grant
- (d) Offer of Grant means the written offer of grant and no other form of confirmation shall constitute a valid offer of grant assistance.
- (e) The Project means the Project in respect of which an offer of grant has been made.
- (f) Property means any property, freehold or leasehold in respect of which the grant has been given towards the acquisition thereof or for repairs, renovation or alterations thereto through the Offer of Grant.
- (g) Equipment means any equipment acquired by the Grantee with the assistance of the grant.

### 2. The Application

- (a) The Grantee warrants to the Council that all information provided to The Council in connection with the Project was and remains true and accurate in all respects and any estimates and forecasts were made after due and careful research and investigation and were based on reasonable grounds.
- (b) The Grantee warrants to the Council that all necessary planning permissions, consents and approvals for the works have been obtained.

### 3. Commencement of Work / Event

Work on the project must not have commenced prior to acceptance of the offer of grant being sent to the Council.

### 4. Completion of Project

The project must be completed within the time stipulated in the offer of grant. (The Council may in its absolute discretion grant an extension of time where a project has been delayed because of unforeseeable circumstances or those beyond the Applicant's control.)

### 5. Change to project

Cyngor Gwynedd's Regeneration Unit must be informed of any change whatsoever in the project its costs or estimated costs and its financing and in the event of a change in the project in respect of which the council has not given prior approval the council shall not be bound to pay any monies to the applicant in respect of amended project.

### 6. Right to Inspect

Cyngor Gwynedd's Regeneration Unit or any person(s) nominated by it, shall have the right to inspect the property and any works being carried out at the property or the equipment at any

reasonable time whilst these conditions remain in force, and the Grantee shall ensure that the Council or any person(s) nominated by it shall be afforded access to the Property for this purpose.

## 7. Use of Property and Statutory

(a) In the event of a grant being paid to facilitate the use of any property for a specified purpose the Grantee shall ensure that for a period of 5 years from the date of payment of the grant the Property shall only be used for the purposes specified in the offer unless stated otherwise in the offer of grant.

(b) Any variation in the use of the Property from that approved for grant aid must receive the prior written approval of the Council. Failure to meet this requirement may result in non-payment of the Grant or recovery of Grant in whole or in part.

(c) In the event of a grant being paid to facilitate the use of any property for a specified purpose the building may not be used as collateral security for a bank loan during the grant period

## 8. Use of Equipment

(a) In the event of a grant being paid to facilitate the acquisition or use of any equipment the Grantee shall ensure that for a period of 5 years from the date of payment of the grant the Equipment shall only be used for the purposes specified in the offer.

(b) Any variation in the use of the Equipment from that approved for grant aid must receive the prior written approval of the Council. Failure to meet this requirement may result in non-payment of the Grant or recovery of Grant in whole or in part.

## 9. Repair and Maintenance

The Grantee shall ensure that the property or equipment shall be kept in a good and proper state of repair and in working order.

## 10. Statutory Requirements

The Grantee shall ensure that all relevant statutory and other legal requirements are complied with (including planning requirements, building regulations and fire).

## 11. Amount of Grant

(a) The amount of the grant shall be according to the actual sums paid by the Grantee and not based on estimates as stated in the Offer of Grant.

(b) The grant shall not exceed the amount stated in the grant offer except where there is a prior written agreement with the Council.

(c) If in the opinion of the Council, the final accounts indicates the actual cost incurred in connection with the Project is less than the estimated costs specified in the Offer of Grant, the amount of the Grant shall be reduced by such amount as the Council in its absolute discretion considers to be appropriate.

## 12. Payment of Grant

(a) The Grantee shall on completion of the works or on completion of an agreed stage of the works submit a written request for payment of the grant accompanied by invoices containing details of all expenditure incurred in connection with the works together with proof of payment thereof and the serial numbers of all Equipment.

(b) The Council shall not be obliged to pay any monies to the Grantee unless the project has been carried out and completed in accordance with the terms and conditions and in the event of a breach of any of the above conditions the Council may withhold the whole or any proportion of the grant until such time as such breach has been remedied.

(c) The Council or a person nominated by the Council for this purpose may inspect the property to assess whether the works have been satisfactorily completed.

(d) The Council may refuse to make payment of the Grant if, in its absolute discretion, it is not satisfied in any respect with the final account referred to in paragraph 12a or the payments made in respect thereof or with the result of the inspection referred to in paragraph 12c above.

(e) The Welsh Government or National Lottery Heritage Fund may instruct the Council to withhold or reclaim part or all of the grant and if such an event occurs the Council may refuse to make payment of the Grant or in the event that either stage payment of the Grant have been paid or the Grant has been paid in its entirety then the provisions of paragraph 13 below shall apply in relation to the payment so made.

### 13. Repayment of Grant

In the event of any of the following events occurring, the Grantee in connection with the application shall repay to the Council within 14 days of demand the whole or such proportion of the Grant as shall be determined by the Council:

(a) Any information provided in the application for Grant or in support of an application is found to be incorrect or materially misleading;

(b) There has been an overpayment of grant;

(c) If the Project in receipt of the Grant is not carried out in accordance with these terms and conditions;

(d) The Grant is not used for the purpose of the Project;

(e) There is a change that the Council considers to be substantial in nature, scale, costs or timing of the project or if there has been a change in any of the factors on which the original Grant was calculated;

(f) The Council considers the future of the project to be in jeopardy;

(g) Within 5 years of the last grant payment; i. affecting its nature or its implementation conditions or giving to a firm or a public body an undue advantage ii. resulting either from a change in the nature of ownership in an item of infrastructure or a cessation or change of location in a productive activity;

(h) There is unsatisfactory progress towards meeting the forecast output specified in the application;

(i) The stated use in the application form ceases within the compliance period of 5 years;

(j) Insufficient funding exists to complete the works leaving it unable to achieve the objectives set out in the application form and any supporting documents;

(k) If any of the above events occur prior to the payment of the Grant, the Council shall be automatically and unconditionally discharged from its obligations to the Grantee hereunder.

### 14. Funding Applications

The Grantee must obtain the prior written consent of the Council if it is proposed that the funding acquired through the LleCHI LleNI Community Support Grant is to be used as match funding for a future project before any application to other funding bodies is made.

## 15. Assignment

The whole of the Grant shall be utilised to finance the approved project and for no other purpose whatsoever. The offer contained herein is for the benefit of the Grantee and the Grantee shall not be entitled to assign the benefit of the offer of grant in whole or in part or any of his rights hereunder without prior written consent of the Council.

## 16. Non-Waiver

No failure by the Council to exercise and no delay by the Council in exercising any right, power or privilege hereunder shall operate as a waiver of any of the terms and conditions hereof.

## 17. Disposal of Property

(a) In the case of a project where the whole or part of the grant is applied towards the purchase or acquisition of or renovation, improvements or repairs of freehold or leasehold buildings or land, in the event of the property being sold, assigned under let or otherwise disposed of within 5 years of the date of the formal written confirmation of the grant the whole of the grant shall become repayable within 14 days of formal demand therefore

(b) To safeguard the interest of the public, the Council will have the right to take out a legal charge on any grant aided asset for a period of 5 years from the date of practical completion date.

## 18 . Insurance

(a) In the case of a project where the whole or part of the grant is applied towards the purchase or acquisition of or renovation, improvements or repairs the Grantee is required to insure the Property/Equipment up to its full re-instatement value and to send a for a period of 5 years from the date hereof.

(b) The Group must ensure that it is adequately insured against all risks to persons in connection with the project.

(c) The Group acknowledges and accepts the Council is not and will not be liable for any loss arising out of or in connection with any project assisted.

## 19. Health and Safety

The Grantee shall be responsible for ensuring that all health and safety legislation is complied with.

## 20. Sale of Equipment/Property

The Grantee shall not for a period of 5 years following the date payment of the grant sell or agree to sell the whole or any part of its interest in the equipment or part with possession of the same (other than short term loan) without prior written approval from the Council.

## 21. Publicity

The Council shall be entitled to make public in such a manner as the Council may require details of the Grant offered/paid to the Grantee hereunder for the purpose of publicity should it so require. The Grantee shall be allowed to give publicity to the Council's contribution to the Project in any publicity given to the project whether by direct reference or by display of the Council's Logo, Llechi Cymru's logo and that of the National Lottery Heritage Fund. The Grantee shall also be expected to display the Council's logo, Llechi Cymru's logo and the National Lottery Heritage Fund logo on any documents prepared with the support of the grant. The Grantee shall be expected to display any internal and external sign Bilingually.

## 22. Warrant

In accepting this offer of grant the signatories of the acceptance confirm that they are authorised to sign on behalf of the Grantee.

## 23. Monitoring

During the compliance period the Grantee shall at 3 or 6 monthly intervals, upon request from the Council, provide such information as the Council may require in connection with the project. Such information may include:

- i. evidence that all relevant statutory requirements have been complied
- ii. evidence that the insurance requirements set out in 18 have been complied
- iii. copies of bank statements showing receipt of all the project grant income
- iv. copies of all project invoices and bank statements confirming payment

## 24. Evaluation

Following the completion of the Project and Funding period the Grantee shall be responsible for co-operating in any evaluation process undertaken by the Council.

## 25. Equal Opportunities

The Grantee confirms that it operates an equal opportunity policy and is expected to give full consideration to language, race, disability, sexual orientation, religion or belief, age, gender reassignment and marriage and civil partnership and pregnancy and maternity where applicable.

## 26. Language Policy

The Council expects that the Grantee, when receiving a grant from Cyngor Gwynedd will provide a bilingual service to the public. By implementing the contract/receiving the grant it will be expected that the Grantee will conform with Cyngor Gwynedd's Welsh Language Policy, especially:

- a) any material that is produced will be expected to be bilingual;
- b) It will be expected that any signs be bilingual;
- c) It will be expected that any training or event be held bilingually.

We will monitor compliance with the specific elements noted above.

## 27. Acceptance of Offer

The Grantee shall indicate acceptance of the terms and conditions contained herein by returning to the Council the contract attached hereto duly signed and completed. A copy of this entire agreement is also forwarded herewith for retention by the Grantee. If the council does not receive the Grantee's acceptance within 21 days of the date hereof the offer contained here shall automatically lapse.

## 28. Data Protection Act 1998

Cyngor Gwynedd is the data manager for the purposes of the Act. The information contained in this form will be used for the purposes of the LleCHI LleNI Community Grant. It can be disclosed to other departments of the Council and other relevant agencies in accordance with the Council's registration under the Act.

## 29. Freedom of Information Act 2000

It is the responsibility of the Applicant to notify the contractor of the above act and to ensure that the contractor acknowledges that due to the public funding element from the Council that all

information submitted by the Applicant to the Council through their grant application is subject to enquiry under the Act.

### 30. Safeguarding Children & Vulnerable Adults

In the event of the grant being used to fund Regulated Activity as defined by the 2006 Safeguarding Vulnerable Groups Acts, the Grantee shall:

- a) ensure all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service at a minimum of three yearly intervals;
- b) monitor the level and validity of the checks under this clause for each member of staff;
- c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users. The Grantee guarantees that at all times for the purpose of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time. The Grantee shall immediately notify the Service Purchaser of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met. The Grantee shall refer information about any person carrying out the Service to the DBS where it removes permission for such person to carry out the Service (or would have, if such a person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to Service Users OR children OR vulnerable adults.