

# Maerdy Wind Fund & Treorchy Wind Fund

## Grant Agreement - Standard Terms and Conditions

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# 1. Introduction

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This document sets out the standard terms and conditions that will be included in a Grant Agreement between either the Maerdy Wind Fund or Treorchy Wind Fund and a beneficiary should a grant be awarded. The terms and conditions may be varied or added to in the specific Grant Agreement in relation to each individual beneficiary.

An applicant must advise at the application stage of their willingness to subscribe to these terms and conditions in a subsequent Grant Agreement should they be successful in being awarded a grant.

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## 2. Terms and Conditions

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### 2.1 Definitions

- 1 “The Beneficiary” is the individual or organisation receiving the grant and bound by these terms and conditions.
- 2 “The Grantor” means Maerdy Wind Farm Community Funds Ltd, being the Grantor.
- 3 The “Purpose” means the purpose of the grant as described in all parts of the Application Form, Bid Poster and any supporting documents, and/or as varied by the Grant Agreement.

### 2.2 General

The Beneficiary will use the grant exclusively for the purpose.

If any part of the grant has not been spent within 24 months the Beneficiary will repay that part of the grant to the Grantor immediately.

If the Beneficiary holds grant monies that the Beneficiary no longer intends to spend on the purpose within 24 months the Beneficiary will repay these to the Grantor immediately.

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

The Grantor will not increase the grant if the Beneficiary spends more than the applied for amount.

### 2.3 The Purpose

The Beneficiary will get the Grantor’s written agreement before making any change to the purpose and will notify the Grantor of any change to the Beneficiary’s name, aims, structure, or ownership.

The Beneficiary will start the purpose within six months of the date of the Grant Agreement or, if it is delayed, write to the Grantor giving reasons for the delay and asking for an extension.

The Beneficiary agrees to use reasonable endeavours to deliver the purpose within a reasonable period.

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The Beneficiary will not use the grant to pay for any spending commitments the Beneficiary has made before the date of the Grant Agreement.

The Beneficiary will tell the Grantor immediately of any offer of funding for the purpose from anyone else at any time during the Grant Agreement.

If the Beneficiary spends less than the whole grant on the purpose, the Beneficiary will return the unspent amount to the Grantor promptly. If the Grantor part-funds the purpose, the Beneficiary will return the appropriate share of the unspent amount to the Grantor promptly.

The Beneficiary will tell the Grantor promptly about any changes to information the Beneficiary has previously provided whilst the Grant Agreement remains in force.

The Beneficiary will tell the Grantor immediately if any of its key contacts change.

The Beneficiary will obtain all approvals and licences required by law or by the Grantor.

If the purpose involves work with children, young people or vulnerable adults (“vulnerable people”), The Beneficiary will take all reasonable steps to ensure their safety. The Beneficiary will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. The Beneficiary will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Criminal Records Bureau.

## **2.4 The Beneficiary**

The Beneficiary will tell the Grantor in writing immediately of any investigation by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body.

The Beneficiary will be available for meetings with the Grantor and allow the Grantor or those acting for the Grantor reasonable access as required to records, offices or buildings for the means of verifying the purpose.

## **2.5 Governance (Organisations Only)**

The Beneficiary will make sure that all current and future members of its governing body or board of management, receive a copy of these terms and conditions while the Grant Agreement remains in force.

The Beneficiary will ensure that at all times while the Grant Agreement is in force the Beneficiary is correctly constituted and regulated and that the receipt of the grant and the delivery of the purpose are within the scope of its governing documents.

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## 2.6 VAT

The Beneficiary acknowledges that the grant is not consideration for any taxable supply for VAT purposes by the Beneficiary to the Grantor. The Beneficiary understand the Grantor's obligation does not extend to paying us any amounts in respect of VAT in addition to the grant.

If the Beneficiary is VAT registered the Beneficiary agrees to seek recovery of VAT from HMRC and to repay to the Grantor immediately any VAT the Beneficiary recovers on spend for the purpose (whether by set-off, credit or repayment) to the extent that any such VAT cost is included in the grant.

## 2.7 Annual report and accounts

The Beneficiary will keep proper and up to date accounts and records for the purpose. The Beneficiary will make these financial records available to the Grantor to review.

(For Organisations only) The Beneficiary will acknowledge the Grantor grant in its annual reports and accounts covering the period of the project.

(For Organisations only) The Beneficiary will send the Grantor a copy of its annual accounts as soon as they have been approved in accordance with its governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made.

## 2.8 Monitoring

The Beneficiary will monitor the progress of the purpose and complete a report to the Grantor every 12 months for 2 years (i.e. two reports) (or for such longer period until the grant has been spent). The report will be appropriate and proportionate to the scale of the grant; a longer more detailed report will be required for large grants on complex purposes; a shorter report will be required on smaller grants for simple purposes.

The Beneficiary will send the Grantor any further information it may reasonably ask for about the purpose or about the Beneficiary and its activities, and such other information as the Grantor may require from time to time. The Grantor may use this information to monitor the purpose and evaluate Grantor grants programmes.

The Beneficiary will inform the Grantor immediately in writing of anything that significantly delays, threatens or makes unlikely the purpose completion. The Beneficiary will inform the Grantor immediately in writing if there is to be any variation to or decrease in the outcomes expected from the Purpose.

For single assets with a value above £250, for up to five years after the grant the Beneficiary will

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- not sell, give away or borrow against the assets without first receiving the Grantor's written consent.
  - provide an annual statement to the Grantor that the assets are still held by us.
  - supply the Grantor with information that you ask for
  - allow the Grantor to inspect the assets

## **2.9 Payment of grant**

The Grantor will pay the grant either by cheque or bank transfer (BACS) into a UK-based bank account or building society account in the Beneficiary's name.

The Grantor will not be liable for any losses or costs (including, but not only, bank charges) if it does not make grant payments on an agreed date.

The grant may be paid in installments for larger sums over longer projects as the Grantor sees fit. Subsequent installments may be withheld if the Grantor is not satisfied with the reports received.

## **2.10 Length of Grant Agreement**

These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- For two years following the Grant Agreement date
- As long as any part of the grant remains unspent.
- If assets are involved, the expiry of the five-year period required for asset monitoring.
- As long as The Beneficiary is in breach of any of the terms and conditions of the Grant Agreement

## **2.11 Publicity, Disclosure & Copyright**

The Beneficiary will acknowledge the grant publicly as appropriate and as practical. The Beneficiary will acknowledge the Grantor support in any published documents or in any digital media that refer to the purpose.

Unless specifically agreed otherwise, The Beneficiary accept that the Grantor may share information about the grant with any parties of its choice. Details of the purpose may be broadcast on television, on the Grantor website, in newspapers and through other media.

Unless specifically agreed otherwise, the Beneficiary hereby consents to any publicity about the grant and the purpose as the Grantor may from time to time require. The Grantor can carry out any forms of publicity and marketing to promote the award of the grant as the Grantor sees fit.

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Unless specifically agreed otherwise, the Grantor has the right to reproduce any of information supplied by the Beneficiary for any purpose as the Grantor sees fit without any right of a claim by us in respect of copyright.

## **2.12 Suspended Payments and Repayments**

The Grantor may suspend payment of the grant if it wishes to investigate any matters concerning the grant (or any other grants made by the Grantor to the Beneficiary or related parties). The Beneficiary understands that the Grantor accepts no liability for any consequences, whether direct or indirect, that arise from a suspension even if the investigation finds no cause for concern.

The grant will become immediately repayable to the Grantor following notice if, in the reasonable opinion of the Grantor any of the following circumstances occur:

- The Beneficiary fails to meet any of these terms and conditions of this grant, or the terms and conditions attached to any other grants from the Grantor for which a Grant Agreement is still in force.
- The information in the Application Form, the Bid Poster and any supporting information during the application process, or period of the Grant Agreement was supplied dishonestly or misleadingly or was significantly inaccurate, whether deliberate or accidental.
- The Beneficiary has acted in a manner that has been to the detriment of the Grantor reputation.
- The Beneficiary received duplicate funding from any other source for the same or any part of the project.
- There is a significant change of purpose, ownership or recipient, either during the delivery of the purpose or within a reasonable period after its completion, so that the Grantor judges that the grant is unlikely to fulfill the purpose as originally described.
- At any stage during the period of the Grant Agreement the Beneficiary do not let the Grantor have information that would affect the decision to award, continue or withdraw all or part of the grant.
- The Beneficiary becomes legally ineligible to hold the grant.
- The Beneficiary become insolvent, or is likely to be put into administration or receivership or liquidation, or the Beneficiary are about to make an arrangement with, or guarantee a Trust Deed to their creditors.

## **2.13 Other Conditions**

The Beneficiary may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless approved by the Grantor.

The Grantor is entitled to novate its rights and obligations under the Grant Agreement or any part thereof, provided that any such novation shall not increase the burden of the



Beneficiary's obligations under the Grant Agreement. The beneficiary is not entitled to novate any part of this agreement without the express authority of the Grantor.

The Beneficiary will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

Ends.