

DENBIGHSHIRE COUNTY COUNCIL **EVENT INFRASTRUCTURE PROJECTS**

The Project entitled “[**Ruthin Square Events Electrical Improvements**]” (“the Project”) has been awarded a grant of **£1,284** (“the Grant”) subject to the terms and conditions detailed below.

All claims must be made by [**Ruthin Town Council**] (“ the applicant”) and received by Denbighshire County Council (“the Council”) by [14/01/2024]

The Applicant acknowledges that the County Council reserves the right to claim back all or part of the grant at any time in the event of breach of any of the terms and conditions applicable to this project.

TERMS AND CONDITIONS

Grant Offer and Acceptance

1. The Grant must be formally accepted by the Applicant in writing before the Project is commenced.
2. The Grant shall be used by the Applicant exclusively for the purposes of funding the Project.
3. The Grant awarded by the Council is exclusive to the Applicant and the Applicant shall not assign in whole or in part any of its rights or obligations hereunder.
4. The Project must be completed within 24 months from the date of the offer.

Compliance with Approved Project Documentation and Variation

5. The Project must be carried out strictly in accordance with
 - 5.1 the Approved Project Documentation,
 - 5.2 the terms and conditions contained in this document; and
 - 5.3 any further terms and conditions specified in the Grant Offer Letter
6. The Applicant must ensure that the Project complies with all relevant UK and EU legislation and that all relevant permissions, consents and approvals are obtained.
7. If during the course of the Project the Applicant finds it impractical to carry out the Project in accordance with the Approved Project Documentation, amendments may be made upon written consent by the Council, such consent not to be unreasonably withheld.
8. The Council retains the right at any time for officers of the Council or duly approved agents to inspect any aspect of the Project including any premises equipment or works before, during and after completion of the Project and to require such further information as they think fit.

Payment of Grant

9. The Applicant is to notify the Council as soon as he becomes aware of any instances where the full Grant will not be used.
10. On completion of the Project as a whole or at the completion of various stages as outlined in the Approved Project Documentation, the Applicant shall submit a prompt written request for payment of the Grant either in whole or in part.
11. The request for payment must be accompanied by an account(s) detailing all expenditure incurred in connection with the Project together with confirmation as to the agreed outputs. Account(s) means either an invoice or in the case of a construction project, a registered builders invoice or an interim Certificate completed in RIBA (Royal Institute of British Architects) form. If the said account(s) shall indicate expenditure lower than the total of the Grant then the Grant shall be reduced accordingly. If the said account(s) indicate expenditure higher than the total of the said Grant, the Applicant acknowledges that there will be no additional grant made available.

12. Payment of the Grant either in part or in whole will be subject to the Applicant having complied with all terms and conditions.
13. VAT will not be taken into account for the calculation of the Grant where an Applicant is eligible to reclaim the same.
14. If the Project is found to be unsatisfactory, the Applicant will be notified in writing. The Grant will not be paid where any elements of the Project are found to be unsatisfactory.

Insurance

15. The Applicant must comprehensively insure against all risks to persons premises or equipment forming all or part of the Project arising out of or in connection with the Project. The Applicant must ensure with a reputable insurance company for a period of 5 years from the Project Start Date and if requested provide the Council with the annual insurance certificate for inspection.
16. The Council is to be notified if insurance is in joint names or if any claim is made.
17. In event of the loss or damage to all or part of the Project, the Applicant must restore or replace the same to the satisfaction of the Council.
18. The Applicant acknowledges and accepts that the Council is not and will not be liable for any loss arising out of or in connection with any Project assisted.

Retention of Documents

19. The Applicant should retain all original documents that is in connection with the Project for audit purposes for a period of 7 years after last payment has been made.
20. The Council retains the right to request an inspection of annual audited accounts within 6 months of the end of the Applicants financial year. The notes to the accounts shall specifically itemise grant receipts.

Restriction/charge on a Property

21. The Applicant must secure the Council's written consent to the disposal of premises, equipment or assets forming part or in connection with the Project, by way of sale lease subletting licensing parting with possession or any other disposal within 5 years following the final grant payment.
22. For a period of 5 years from the final payment of Grant, the Applicant must ensure that the property and/or equipment must be kept in a good and substantial state of a repair and condition.

Repayment of Grant

23. The Applicant must repay the Grant in full on demand if:-
 - a) The Applicant is found to have made any misrepresentation in connection with its application
 - b) The Applicant fails to advise the Council in writing that is has received funding for the project either whole or in part from any other source
 - c) The Applicant breaches any of the terms and conditions set out in this document and in the Grant Offer Letter
 - d) The Project has materially changed against the detail contained in the Approved Project Documentation
 - e) The Project materially fails to achieve its state objectives contained within the Approved Project Documentation
 - f) The Project ceases or materially changes within 5 years of the final grant payment date or the Grant is not used for the purposes of the Project
 - g) Where the Applicant comprises of more than one person, any one or more of those persons, being an individual dies, or has a receiving order made against him, or is adjudicated bankrupt, or being a company goes into liquidation or has a petition presented for its winding up or in either case has a receiver appointed or enters into a composition with his or her creditors
24. The Applicant shall notify the Council in writing of the occurrence of any of the events set out in 24 above and if any of these events occur prior to payment of the said Grant either in whole or

in part then the Council shall automatically and unconditionally be discharged from each and every one of its obligations to the applicant.

General

25. The Grant will not be used for or associated with any activity which is or is intended to be or could be seen to be party political in nature.
26. The Grant will not be used for the benefit of or associated with any organisation unless that organisation applies an effective policy of equal opportunity – in its dealings as an employer, in its use of volunteers and in the provision of its service regardless of race, sex, sexual orientation, religious belief or as is practicable any disability.
27. During the first year following implementation of improvements, events publicity is to state that “Denbighshire County Council has funded infrastructure to support this event”.

ACCEPTANCE FORM

Name of Group/Organisation: Ruthin Town Council

Project Title: Ruthin Square Events Electrical Improvements

The Applicant confirms and declares that:

- (a) The undersigned are authorised on behalf of the Applicant to accept the offer Grant relating to the above Project on the terms and conditions set out
- (b) Any person(s) employed by the Applicant in connection with the Project will be advised of the terms and conditions attached to the offer
- (c) All the information provided in connection with the application for Grant remains true and accurate in all respects and any estimates and forecasts were made after due and diligent research and investigation
- (d) Payment of Grant Monies may be made into account details:

Name & Address of Bank including postcode:

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Account Number:

Name of Account:

Sort Code:

Signed:.....

Name:.....

Address:.....

Position within Group/Organisation

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Date thisday of2022

WARNING

If you knowingly make a false statement to obtain a Grant to yourself or anyone else you may be liable to a fine or imprisonment.