



# Island of Hoy Development Trust

## Terms and Conditions of Event Support Grants awarded by The Island of Hoy Development Trust

### **Definitions:**

"I" and "us" refers to the person receiving the grant award bound by these terms and conditions. "You" and "your" means The Island of Hoy Development Trust, the funder of the grant award.

The "event" means the event that you have set out in our application form and any supporting documents, and/or as varied by the Grant Offer and Acceptance.

The "Grant Offer and Acceptance" and "Grant Offer", which I have accepted and signed, includes and incorporates these standard terms and conditions together with any other conditions you may decide.

I understand that the Grant Offer will only start after you have received the signed acceptance of grant from me and will come into force on the date that you receive the document.

### 1. In General

1.1 I will use the award exclusively for the travel and/or accommodation costs as stated in the application.

#### 2. The Event

- 2.1. I agree to complete the event within 12 months of accepting the offer.
- 2.2. I will tell you of any offer of funding for the event from anyone else at any time either before, after or during the event.
- 2.3. I will tell you promptly about any changes to information I have provided and will make sure that the information you hold is true and up to date.
- 2.4. You have the right to reproduce any of my application or subsequent information supplied by me to you for any purpose as you see fit without right of a claim by me in respect of copyright.

#### 3. Monitoring

- 3.1. I will update you on the outcome of the event on request, using the report form you send me, and will send you any further information you may ask for about the event and such other information as you may require from time to time. You may use this information to monitor or publicise the event and/or evaluate your grants programmes.
- 3.2. I will display banners provided by you at the event.
- 3.3. I understand that the grant is finished only after I have completed this report to your satisfaction.





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3.4. I will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the events completion.

### 4. Payment of grant awards

- 4.1. You will make awards payments once I provide proof of cost/expenditure.
- 4.2. I can request that the Trust pays the accommodation or travel provider directly either by presenting the invoices at the Trust's offices or by requesting that the accommodation and/or travel providers invoice the Trust direct. Alternatively, I can make the payment myself, and the Trust will repay me on receipt of proof of payment. I will draw down the funds awarded within 12 months of my acceptance of the grant, and understand that non compliance may result in the grant being withdrawn.

### 5. Length of Grant Agreement

- 5.1. These terms and conditions in the Grant Offer and Acceptance remain in force
  - 5.1.1. for as long as the time period indicated in my application form, or
  - 5.1.2. for the time period I have agreed in writing, in advance of the time period indicated in my application form, or
  - 5.1.3. For as long as I fail to carry out any of the terms and conditions of the Grant Offer or any breach of them continues (this includes any outstanding reporting on grant expenditure or event delivery).

## 6. I understand that

- 6.1. You can only agree the grant for as long as funds are available and you continue to operate.
- 6.2. You may share the information about my grant with any parties giving details of the purpose, amount and awardee. Details of the event may be, at your sole discretion and without payment to me, broadcast on television, on your website, in newspapers and through other media.
- 6.3. You accept no liability for any consequences, whether direct or indirect, that may come about from the event, the use of the award or from a withdrawal of the grant.
- 6.4. You may demand repayment (and I will repay when asked) of all or part of the award at your absolute discretion, in any of the following circumstances if: -
  - 6.4.1. I fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Offer is still in force.
  - 6.4.2. I completed the application form dishonestly or significantly incorrectly or misleadingly.
  - 6.4.3. I receive duplicate funding from any other source for the same part of the event.





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- 6.4.4. At any stage of the application process or during the period of the Grant Offer I do not let you have information that would affect your decision to grant an award, continue or withdraw all or part of the grant.
- 6.4.5. You have reasonable grounds to believe that it is necessary to protect community money.
- 6.5. You may reject any future application from me, if I do not comply fully with these terms and conditions, or you judge that I did not handle the grant adequately, or if I failed to complete any requests for information you made to us.

### 7. Additional conditions

- 7.1. You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:
  - 7.1.1. I am in breach of the Grant Offer.
  - 7.1.2. You believe such conditions are necessary or desirable to make sure that the event is delivered as set out in our application, or following any agreed changes.