

The Sports Council for Wales (“SCW”)

Terms and Conditions for Grant (“T&Cs”)

1. The offer (“Offer”) of grant funds (“Grant Funds”) made to you (“Recipient”) in the SCW offer letter (“the Offer Letter”) is made subject to these T&Cs and will be valid for acceptance by the Recipient for a period of 14 days for Community Chest grant offers and 28 days for all other grant offers from the date the Offer is made, unless SCW has given an extension of time in writing. Time will be of the essence in this regard. The Offer will lapse automatically at the end of that period and, if funding from SCW is still required, the Recipient will need to make a fresh application.
2. The Recipient must indicate acceptance of the Offer by signing and dating the form of acceptance endorsed on the counterpart of the Offer Letter and returning the counterpart to SCW. Acceptance will occur only upon SCW’s receipt of the signed counterpart. No other method of acceptance will be effective or accepted by SCW.
3. The Offer Letter (together with any documents referred to therein) and these T&Cs comprise the entire agreement between SCW and the Recipient in respect of the Grant Funds (“the Grant Contract”) and in the event of any conflict between the Offer Letter and the T&Cs, the provisions of the T&Cs will prevail.
4. Grant Funds (in whole or in part) will be released to the Recipient on the terms, at the times, and in the manner set out in the Offer Letter and where such release requires performance or compliance with any obligation by the Recipient, such performance or obligation must be discharged to the satisfaction of SCW.
5. The amount of the Grant Funds detailed in the Offer Letter is the maximum amount SCW will pay for the Project.

6. The funds SCW distributes as grants are received from either the Welsh Assembly Government or the National Lottery. SCW's obligation to pay the Grant Funds to the Recipient shall at all times be conditional on SCW receiving the funds from the Welsh Assembly Government or the National Lottery, as the case may be.

7. The Recipient shall:-
 - 7.1 use the Grant Funds for the purpose set out in the Offer Letter ("the Project"), as amended or varied with the written consent and approval of SCW;
 - 7.2 notify SCW in writing if, upon completion of the Project, the Project has been completed for less than the amount originally budgeted. Such notice will specify the amount of the underspend on the Project and, if required by SCW, the Recipient will repay or otherwise account to SCW for the appropriate share (as reasonably determined by SCW but normally the proportion of total budgeted Project costs that the Grant Funds represented) of the underspend and, in any event, SCW will not be obliged to pay to the Recipient any part of the Grant Funds not then drawn-down;
 - 7.3 supply SCW with such reports on the progress of the Project (including, without limitation, financial information) as are requested by SCW from time to time together with any such reports stipulated in the Offer Letter.
 - 7.4 monitor the success of the Project and provide SCW with any information reasonably required to satisfy SCW that the Project is being undertaken properly and in accordance with the terms of the Offer Letter;
 - 7.5 permit SCW to carry out monitoring or evaluation visits to the Project and the Recipient will co-operate fully with SCW in such regard;
 - 7.6 ensure that all outstanding monitoring and reporting requirements in respect of the Project have been complied with prior to submitting any future application for

grant funding in respect of any other project. No future application for grant funding will be considered by SCW if there are any outstanding monitoring or reporting requirements;

7.7 keep and maintain adequate financial books and records in respect of the Project (including, without limitation, the use of the Grant Funds) and, upon request, make such books and records available for inspection by SCW or their nominated agents;

7.8 not make any material amendment or variation to the Project without the written consent and approval of SCW;

7.9 notify SCW immediately of any material change in the Recipient's circumstances or of anything that may affect the Project; and

7.10 display, place or otherwise give such form of acknowledgement of the provision of Grant Funds for the Project as SCW shall specify from time to time.

8. Subject to clauses 9 and 10 below, the Grant Funds shall become repayable by the Recipient immediately, and any obligation on SCW to make further payments shall cease immediately, upon SCW giving written notice to the Recipient on the occurrence of any of the following events ("Event of Default") at any time (whether before or after the payment of the entire Grant Funds to the Recipient):-

8.1 the Recipient ceases to operate (unless it merges with, or is replaced by, another body, which is able to fulfill the Project to SCW's satisfaction);

8.2 the Recipient is declared bankrupt, or is placed into administration, a voluntary arrangement, receivership or liquidation;

8.3 the Recipient fails to apply the Grant Funds for the Project;

8.4 the Recipient fails to complete the Project within the time stipulated in the Offer

Letter or otherwise within a reasonable time as stipulated by SCW;

- 8.5 the Recipient's application form for the Grant Funds was completed fraudulently, incorrectly or misleadingly in any material particular;
 - 8.6 if at any time following acceptance of the Offer Letter, the Recipient acts fraudulently or negligently to the extent that, in the opinion of SCW, such fraud or negligence has a material impact on the Project;
 - 8.7 the Recipient breaches any of the provisions of the Grant Contract; or
 - 8.8 there is a change in the ownership or control of the Recipient.
9. If an Event of Default occurs in respect of a Project which has a number of discrete elements, SCW shall have the discretion to give the notice under clause 8 above in respect of the affected part or parts of the Project but to continue to support the unaffected parts of the Project with Grant Funds.
 10. Where SCW gives notice under clause 8 above, the amount of the Grant Funds to be repaid shall take account of any part of the Project which, in the opinion of SCW, has been completed successfully prior to the Event of Default.
 11. If the Recipient acquires (in whole or in part) or restores, conserves or improves assets using the Grant Funds ("Assets"), the Recipient shall ensure that they are not sold or disposed of during their economic life (as determined by SCW) ("Economic Life") unless (a) SCW is given prior written notice of the sale and (b) their full current market value is realized. Assets shall not be sold or disposed of during their Economic Life at less than the full market value without the prior written consent of SCW.

12. In the event of the sale or disposal of Assets within their Economic Life, SCW shall receive an appropriate share of the net proceeds. Such share shall generally be one which is in direct proportion to the share of the relevant cost of the Asset met from the Grant Funds. SCW may, in its absolute discretion, waive this requirement if it considers that it would be inappropriate having regard to all of the circumstances. In addition, SCW may waive this requirement in advance of any actual proposal to sell or dispose of Assets provided that:-

12.1 the proceeds of the sale or disposal are used to benefit the Project; and

12.2 arrangements are in place which are satisfactory to SCW for dealing with the proceeds of the sale or disposal being either greater or less than SCW had anticipated.

13. No Asset (including, without limitation, any land or building) shall be mortgaged or charged during its Economic Life without the prior written consent of SCW.

14. If any part of the Grant Funds are used for the purpose of recruiting staff, personnel or volunteers in connection with the Project (“Recruits”), such Recruits shall be the responsibility of the Recipient and not SCW. Without prejudice to the generality of the above, all employer obligations and responsibilities in respect of the Recruits shall rest solely with the Recipient including, without limitation, responsibility for any redundancies, disciplinary, grievance and re-deployment issues.

15. The Recipient will fully indemnify SCW from and against all costs and expenses howsoever arising and relating to defending or otherwise dealing with any claims against SCW bought by or on behalf of any Recruits.

16. For the duration of the Project the Recipient will comply with all legislation and other laws, including, without limitation, when engaging Recruits, in ensuring health and safety, promoting equal opportunities, preventing discrimination of any sort whatsoever and in ensuring the protection of children, young people and vulnerable adults.

17. Where procurement of goods, services or work is proposed using the Grant Funds, the Recipient will ensure that a competitive tendering procedure is applied to the award of all contracts to suppliers or contractors unless SCW agrees in writing to waive this requirement. Without limiting SCW's right to grant or withhold any waiver as it sees fit, waiver might be granted in circumstances such as contracts which fall below de minimis levels set by SCW or technical or artistic reasons or protection of exclusive rights.
18. If the Recipient is a public body, the Recipient will comply with the relevant domestic and European legislation on procurement involving use of the Grant Funds.
19. The Grant Contract is personal to the Recipient and the Recipient's interest in the Grant Contract may not be transferred or assigned by the Recipient without the prior written consent of SCW. SCW may assign or transfer its interest in the Grant Contract at any time without the consent of the Recipient.
20. SCW shall have the right to disclose any information which it has obtained from the Recipient during the application for the Grant Funds and any information it obtains from the Recipient pursuant to the Grant Contract ("Information"), to fraud prevention organizations and any other organization for the purposes of prevention of fraud. Information may be shared by such organizations with other organizations for the purposes of prevention of fraud. Information may include data which is personal data under the provisions of the Data Protection Act 1998.
21. The Recipient shall use all reasonable efforts to assist SCW in complying with such obligations as are imposed on SCW by the Freedom of Information Act 2000.

22. Notices shall be in writing and may be sent by first class mail or facsimile transmission provided that facsimile transmissions are confirmed within twenty-four (24) hours by confirmatory copy sent by first class mail. Correctly addressed notices sent by first class mail shall be deemed to have been delivered forty-eight (48) hours after posting and correctly directed facsimile transmission shall be deemed to have been received instantaneously on transmission provided they are confirmed as set out above. Notices shall not be validly served if sent by email.
23. Failure by SCW to enforce or partially enforce any provision of the Grant Contract will not be construed as a waiver of any of its rights under the Grant Contract. A waiver of any right under the Grant Contract will only be effective if it is in writing and shall only apply to the circumstances for which it is given.
24. Any reference in these T&Cs to a law is a reference to such law as it is in force from time to time, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate legislation for the time being in force made under it.
25. The formation, constructions, performance, validity and all aspects of the Grant Contract are governed by English and Welsh law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.