

# South Ayrshire COVID-19 Strategic Enterprise Programme

## Terms and Conditions

The following terms and conditions will apply to any Applicant (defined below) making an Application for a Grant (all terms defined below)

### 1. Definitions

#### 1.1 Definitions

In these terms and conditions unless the context otherwise requires, the following words and expressions shall have the following meanings:

“**Applicant**” means the applicant business applying to the Council for a Grant in terms of these terms and conditions;

“**Application**” means a fully completed application form for a Grant along with any necessary supporting documents or information sent to the Council by an Applicant in support of their request for a Grant;

“**Council**” means South Ayrshire Council;

“**Grant Award**” means the amount of Grant set out in the Grant Notification Letter to the Applicant;

“**Grant Expiry Date**” means the date by which the Applicant must satisfy all conditions of Grant as set out in these terms and conditions and the Grant Notification Letter;

“**Grant Notification Letter**” means the Council’s letter offering the Grant Award to the Applicant;

“**Grant Scheme**” means the scheme administered by South Ayrshire Council to support specific businesses adversely affected by coronavirus (COVID-19);

“**HMRC**” means HM Revenue and Customs;

“**Offer of Grant**” means the offer by the Council to provide grant funding as set out in the Grant Notification Letter.

#### 1.2 Interpretation

1.2.1 A reference to any enactment, order, regulation, Statutory Instrument, or the like shall include references to any amendment, replacement, consolidation or re-enactment of the same.

1.2.2 Words importing the masculine gender include the feminine gender, words in the singular include the plural and words importing individuals shall be treated as including bodies corporate, unincorporated associations and partnerships and, in each case, vice versa.

1.2.3 Clause headings do not form part of the Contract and shall not be taken into account in its construction or interpretation.

## **2. Eligibility for Grant**

2.1 Applicants shall provide details and evidence of the following in order to be eligible for the Grant:

2.1.1 The full names and addresses of all owners, partners or directors of the Applicant;

2.1.2 A legitimate business bank account in the name of the Applicant;

2.1.3 The trading and registered address of the Applicant, which must be within the Council area;

2.1.4 Applicants must be able to demonstrate that without support their business would be at risk of failure and that support from the Grant will enable their business to remain viable for the next 12 months.

Evidence of this will be required and will include bank statements, management accounts and/or any other relevant evidence deemed necessary by the Council.

2.1.5 Applicants must be able to evidence the requirement for the financial assistance sought. Any offer of financial assistance will be based on the minimum amount of funding required to secure the business, and Applicants will be expected to pursue funding opportunities from other sources where available.

2.1.6 Any Grant provided must be used solely for the purpose for which it was awarded. The Applicant may apply to the Council in writing to change the purpose of the Grant Award after it has been awarded and the Council shall grant or refuse such a request at its sole discretion.

2.1.7 Applicants must submit to South Ayrshire Council on request, details of the benefits and impacts which have been achieved by the support provided.

2.1.8 The Offer of Grant must be accepted by the date specified on the Grant Notification Letter, unless an extension to that date has been agreed by the Council in response to a written request by the Applicant . If, by the specified date, an extension has not been requested and approved, the Offer of Grant shall lapse and no payments will be made. If a Grant is still required at this time, a new Application will be required.

2.1.9 All successful Applicants must make their business premises available for inspection by representatives of the Council at all times during normal business hours.

2.1.10 All Applicants will maintain and operate their premises, machinery and equipment in such a way as to conform with relevant Food, Health and Safety at Work and other relevant legislation in force from time to time.

2.1.11 All Applicants must keep all buildings, equipment and premises properly insured, and must have appropriate insurance to cover all public and employment liability. Applicants must produce satisfactory evidence of insurance if and when requested by the Council.

2.1.12 The Council reserves the right to establish if any Applicant is in arrears in respect of rent or non-domestic rates or any other debts or payments owed to the Council and funding Applications will not be accepted by the Council until such time as the arrears have been cleared or satisfactory repayment arrangements have been put in place.

2.1.13 Applicants must be registered with HMRC.

2.1.14 By making this application, Applicants are agreeing to (i) all information in the application form and accompanying documentation being shared within the Council as necessary for the purposes of the processing of the Application, the administration of the Grant Scheme and the payment of the Grant Award; (ii) the use of information for monitoring and evaluation purposes as detailed in Clause 5 below; (iii) the use of information for publicity purposes as detailed in Clause 8 below (always providing that any personal information shall not be shared for publicity purposes unless appropriate consent is given); and (iv) the sharing of information with any other person or organisation as necessary in order to comply with any statutory obligation or court order or with the rule of law.

2.1.15 Evidence of expenditure must be supplied to the Council by the Applicant and not by another business the Applicant may be involved with or by a family member.

2.2 Businesses involved (whether directly or indirectly) or associated with any of the following commercial models and purposes will not be eligible for the Grant:

2.2.1 Pornography or other ventures of an overtly sexual nature;

2.2.2 Multi-level marketing and pyramid selling;

2.2.3 Gambling;

2.2.4 Politics;

2.2.5 Religion;

2.3 Without prejudice to clause 2.2 above, the Council reserves the right to refuse to provide a Grant to Applicants whose businesses the Council deem, in its sole discretion, may bring the Council into disrepute.

### **3. Grant**

3.1 An Applicant shall be entitled to only one Grant Award in the 12-month period commencing with the date of the Grant Notification Letter.

3.2 Subject to the provisions of clause 4, the Grant Award will be advanced in such instalments as the Council (acting reasonably) shall consider appropriate and as notified in writing to the Applicant.

3.3 Grants are discretionary and the Council reserves the right to refuse any Application at its sole discretion. Further, the Council reserves the right to vary the amount of Grant awarded at its sole discretion and as notified in writing to the Applicant.

### **4. Purpose for which the Grant is to be applied**

4.1 The Grant Award to an Applicant shall be conditional on the following requirements being satisfied:

4.1.1 The Grant shall be applied by the Applicant solely for the purpose for which it was awarded and towards genuine business costs associated with the trading of the Applicant, and for no other purpose whatsoever (for the avoidance of doubt, director / owner remuneration is not an eligible business cost for the purposes of this clause 4.1.1);

4.1.2 No later than 6 months from the date of Grant Award, the Applicant shall exhibit to the Council evidence of the trading performance of the Applicant. Evidence will include bank statements, management accounts and/or any other relevant evidence deemed necessary by the Council.

4.2 The Council shall be entitled, at its sole discretion, to waive any of the conditions referred to in this clause 4.

4.3 The payment by the Council of the Grant Award or any part of the Grant Award shall not of itself imply an acknowledgement that any of the conditions referred to in clauses 4.1 or 4.2 have been either satisfied or waived.

### **5. Monitoring**

5.1 Applicants shall provide to the Council upon written request any progress reports and financial or other information and records reasonably needed from time to time in relation to the Grant or the purposes set out in clause 4 hereof.

5.2 Applicants shall comply with the Council's systems for monitoring, evaluating and auditing the operation of the Grant upon being given reasonable notice by the Council. The Council will advise the Applicant in writing about the systems for monitoring, evaluating and auditing in use. The Council (and anyone authorised by the Council) reserves the right to visit the Applicant's place of business at any reasonable time during normal business hours without giving prior notice.

## **6. Repayment of Grant**

6.1 The Applicant shall repay the Grant in full on demand if any of the following events occur:

6.1.1 The Applicant is found to have provided any fraudulent, inaccurate or misleading information, or to have knowingly withheld information relevant to the Application, or to have made any misrepresentation in connection with the Application;

6.1.2 The Applicant has failed to satisfy or has breached any of the conditions in the Offer of Grant or these terms and conditions;

6.1.3 The Applicant receives grant funding resulting from changes to existing Scottish or UK Government schemes or the introduction of new Scottish or UK Government schemes, which is considered by the Council to duplicate the Grant Award;

6.1.4 The Council considers that no reasonable effort on the part of the Applicant has been made to trade within a period of 6 months after the date of the Grant Award;

6.1.5 The Applicant relocates the business outwith the Council area;

6.1.6 Any competent authority directs that the Grant Award must be repaid; or

6.1.7 The Applicant does or fails to do something that brings the Council or the Scottish Government into disrepute, or which the Council considers for any reason puts public funds at risk, or the Council terminates or suspends any other grant it has given to the Applicant.

## **7. Interest**

7.1 Interest will accrue and shall be payable by the Applicant to the Council on all sums due to the Council in terms of these terms and conditions at the rate of four per centum per annum above the base rate or rates for the time being of the Royal Bank of Scotland from the date the same falls due until paid.

## **8. Publicity**

8.1 The Council may make the purpose and amount of the Grant public in whatever way they consider appropriate.

## **9. Governing Law and Jurisdiction**

9.1 The construction, validity and performance of these terms and conditions shall be governed by Scots law and the Council and the Applicant irrevocably submit to the exclusive jurisdiction of the Scottish courts.