# Employer Grant: 2017-2020

# Terms and Conditions

## **Parties to this Agreement**

* The Grantor, Bath and North East Somerset Council (B&NES), located at Lewis House, Manvers St, Bath BA1 1JQ and
* The Grantee, …………………………………………………………………...(the Employer)

whose registered address is …………………………………………………………………….

This Agreement, comprising these Terms and Conditions, the Employer Grant 2017-2020 Application Form and appended Quote or Quotes came into being on:………………………………

## **Recital**

The purpose of this Agreement is to define the terms and conditions under which a payment of a Grant shall be made by the Grantor to the Grantee. The Grant shall be made to reimburse one half of the cost expended by the Employer in completing the Project.

## **Obligations of the Parties to this Agreement**

B&NES shall make the Grant payment in accordance with this Agreement.

The Employer shall provide the Project in accordance with this Agreement.

## **Defined terms**

* Bath and North East Somerset Council “B&NES”, the Grantor
* ………………………………………………………………….. “the Employer” and Grantee
* An “Application For Payment” is a document submitted in writing by the Employer to B&NES requesting payment of the Grant and complying with the terms and conditions contained in the Agreement.
* “The Grant” is a payment in favour of the Employer made by B&NES after completion of the Project. The value of the Grant shall be equal to half the amount on the Invoice, unless otherwise agreed on the Employer Grant 2017-2020 Application Form and shall exclude Value Added Tax, “VAT”.
* The “Invoice” is a claim for full payment submitted by the Contractor to the Employer on satisfactory completion of the Project.
* The “Project” is the proposal as defined on the accompanying Employer Grants 2017-2020 Application Form.
* The “Quote/Quotes” is a fully priced assessment of costs for providing the Project submitted by a Contractor to the Employer.
* “Contractor/Contractors”, organisations not party to this Agreement, engaged or to be engaged by the Employer to deliver the Project on the Employer’s behalf.

## **General**

1. A Quote or Quotes shall be appended to the Employer Grants 2017-2020 Application Form and submitted to B&NES to demonstrate value for money. For Projects of value less than £2500 a single Quote shall be submitted, for all other Projects three Quotes shall be submitted. In the case of the Project being undertaken by more than one Contractor, for example separate supply and installation Contractors, then separate Quotes from each shall be required. Applications will not be accepted without the required Quote or Quotes.
2. The completed Project must be available for use by the Employer and its employees for a minimum of three years from the date of payment of the Grant. The Employer agrees to repay the full value of the Grant within 28 days on notification by B&NES should the Project not be available for use by the Employer and its employees for a minimum of three years from the date of payment of the Grant.
3. A Grant will not be awarded retrospectively.
4. It is preferred that goods and services should be sought from the local area where possible and when offering best value.
5. Any relevant permission including but not limited to planning consent or landlord permission must be obtained by the Employer to undertake the Project.
6. B&NES is unable to provide funding for VAT. The VAT component of the Invoice must therefore be paid by the Employer.
7. B&NES shall be supplied in writing by the Employer with any information reasonably required in addition to that detailed herein in order to adequately assess the Grant Application Form 2017-2020, Application For Payment, Quote or the like.

## **Variations to the agreed Project / scheme**

1. B&NES shall be informed by the Employer in writing prior to implementing any proposed variation to the Project and B&NES reserves the right in its absolute discretion to not pay in whole or in part the Grant should these variations be considered unacceptable.

## **Evidence of completion and final costs**

1. Photographs of the Project site before, during and once completed and evidence of the final costs in the form of an Invoice for the work, must be provided to B&NES within 6 months of this Grant agreement coming into being.
2. B&NES reserves the right in its absolute discretion to withhold payment of the Grant in whole or in part should, in its opinion, the Invoice differ without just cause from the accepted Quote.
3. The Employer shall submit an Application For Payment to B&NES on completion of the Project and include an Invoice. Payment of the Grant shall be made by B&NES to the Employer within 28 days of receipt of a valid Application For Payment.

## **Publicity and promotions**

1. The B&NES Grant will be acknowledged in any publicity generated by the Employer.
2. The B&NES name/logo must not be used by the Employer without written permission from B&NES.
3. The Employer agrees that B&NES may use this Project in future publicity/promotions;

On behalf of the Employer I agree to these terms and conditions

Signed by: …………………………………………………………………………..

Print name: ……………………………………………………………………………

Date:………………………

Authorised position within the Employer………………………………………………..

On behalf of B&NES this Agreement has been entered into.

Signed by: …………………………………………………………………………..

Print name: ……………………………………………………………………………

Authorised position within B&NES………………………………………………..