

## TERMS AND CONDITIONS

### A. General Conditions

1. During the period of the application we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.
2. We will get your written agreement before making any changes to your application or to its aims, structure, delivery, outcomes, duration or ownership.
3. The winning applicant will acknowledge the prize award publicly as appropriate and as practical. The winner will also follow all relevant and appropriate branding and publicity guidelines at all times. The winner will acknowledge the individual businesses support in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
4. The winning applicant will advise promptly about any changes to information they have provided and will make sure that the information they hold is always true and up to date.
5. In both parties management of all personal information we will meet the requirements of the Data Protection Act 1998. Both parties will notify each other immediately if any key contacts change.
6. Both parties agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. Both parties will obtain all approvals and licences required by law or by you.
7. If the winning project involves work with children, young people or vulnerable adults (“vulnerable people”), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which

will include obtaining appropriate disclosure checks from Disclosure Scotland for all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people.

8. If the winning applicant is a charity, they will register with the Charity Commission or the Office of the Scottish Charity Regulator if the prize creates income that goes over their minimum exemption figure.
9. Both parties will maintain adequate insurance at all times and if asked, will supply copies of confirmation. This includes all appropriate insurance for any activities either party provides and employee and public liability insurance.
10. Revive & Thrive Ltd and its associated Partners and businesses have the right to reproduce any of the application or subsequent information supplied by applicants for any purpose as they see fit without any right of a claim by the applicant in respect of copyright.

## **B. Specific Conditions**

11. The applicant must decide on the value and relevance of the prize package to their community prior to entering the Revive & Thrive Challenge process
12. The applicant must ensure that they are able to accept the prize on behalf of their town prior to commencing the application process
13. By entering the Revive & Thrive Challenge the applicant is accepting that their data and their application will be used in compliance with the supplied Non Disclosure Agreement
14. Revive & Thrive Ltd, Partnership and Business Group cannot and will not be held responsible for any time taken or any form of expenses that the applicant might incur.
15. Compensation will not be offered in any form for anything relating to the Revive & Thrive Challenge by Revive & Thrive Ltd or anyone associated with the company
16. Any applications will be advised on the benefits of sharing their projects with other towns and cities post application. Permission will be sought from the applicant prior to sharing through any of the Revive & Thrive Partners or media outlets

17. All expenses with regard to the application and any short listing process will be the responsibility of the applicant
18. The prize package must be claimed and fully delivered within six-months of the award and at a time to suit Revive & Thrive, the winner and the Business or professional offering the award
19. The prize may, upon agreement with all parties, be delivered at different times to the winning applicant
20. The prize package consists of the publicised award on January 31st as a minimum
21. No cash alternative is available
22. The winner does not need to accept all the prizes on offer though no substitution will be available
23. If the winner asks for any element of the prize to be altered, amended, replaced or modified in anyway direct to the Business offering the award that is entirely at both parties discretion. This decision will have no impact on Revive & Thrive Ltd and the company cannot be implicated in any way
24. The winning applicant may nominate people, businesses and organisation involved in their winning project to accept the prize on their behalf
25. The prize package will only be delivered where it is safe and legal to do so. This will be considered during the short listing process. If it is considered that the prize is not relevant or will not bring any benefit to the application it will not be short-listed
26. The judging panel will be assembled and publicised ahead of the final submission date and will consist of impartial third party judges as well as members of Revive & Thrive Partnership and Revive & Thrive Business Group
27. Applicants may approach anyone associated with Revive & Thrive during the application process for guidance. This guidance will always be impartial and will not improve chances of winning. It will however offer steering of the application in the right direction so that there is assured benefit to the applicant of entering the process even if

they are unsuccessful. The judging panel will ensure impartial scrutinising of the applications

28. The winning applicant will support all actions to measure the success of the winning prize
29. The winning applicant will at all times create opportunities to promote the prize and the positive outcomes that have been delivered
30. The winning applicant must support and facilitate all elements of the prize that they have elected to accept.
31. If the winning town chooses to not use any element of the winning prize in the town all tools and/or equipment must be returned to the relevant business immediately and at the winning towns expense
32. All elements of the prize must be used in accordance with the winning application
33. The winning applicant agrees for all elements of the process and prize award to be shared and documented

### C. Monitoring

34. Both parties will monitor the progress of the project and complete regular reports as required using agreed channels and documents
35. The winning applicant will update Revive & Thrive on progress of the project on request and will send any further information as requested from time to time about the project and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. This information may be used to monitor or publicise the project and/or evaluate your grants programmes.
36. The winning applicant will fully evaluate, in writing, the successes and outcomes from the winning. The winning applicant will understand that the award is finished after this report is completed
37. The winning applicant will advise Revive & Thrive immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

38. Both parties will inform immediately if there is to be any significant variation to or decrease in the project outcomes.
39. Both parties may share information about our winning project and its prize with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.
40. Revive & Thrive Ltd accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the grant or from a withdrawal of our grant.
41. Revive and Thrive Ltd, Partnership and Business Group may withdraw the prize, in any of the following circumstances if:
  - a) The applicant fails to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force;
  - b) The applicant completed the application form dishonestly or significantly incorrectly or misleadingly;
  - c) The applicant or any other person or organisation operating on behalf of the applicant gave any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during any element of the Revive & Thrive Challenge
  - d) Members of the applicant's governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to Revive & Thrives detriment or to the detriment of anyone associated with Revive & Thrive or the project or to the detriment of any parties reputation;
  - e) The winning organisation, members of its governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body;

- f) Enters into any local projects without prior written consent that might impact on the ability for the winning application to be a success locally
- g) There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;
- h) At any stage of the application process or during the period of the Challenge the applicant does not share information that would affect our decision to award, continue or withdraw all or part of the grant;
- i) Any party becomes legally ineligible to support the project or the prize award
- j) If Revive & Thrive has reasonable grounds to believe that it is necessary to protect public money.

Revive and Thrive has the right to impose additional terms and conditions on the prize or application process at anytime if:

- Any applicant breaches the terms of the Challenge;
- Revive & Thrive judges that members of the governing body, volunteers or staff or any person or organisation closely involved in the application process act in a way that may have a detrimental effect on the project or on Revive & Thrive's reputation in any respect
- Revive & Thrive believes such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

 **The Revive & Thrive Challenge**



Signed for and on behalf of

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Signature.....

Name .....

Capacity.....

Date.....

Signed for and on behalf of

REVIVE & THRIVE LTD

Signature.....

MARK A. BARNES

MANAGING DIRECTOR

Date.....

