



## For Cardiff's terms and conditions for Grant Funding

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**Applicant:** means the applicant, who may be a company, organisation, individual or group of individuals, who has submitted the Grant Application to FOR Cardiff.

**Applicant's Business:** the day to day business of the Applicant for which the Grant will be used.

**Commencement Date:** the date on which FOR Cardiff receives the Applicant's acceptance of the Grant Award Offer.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 18.4.

**Criteria:** the scoring matrix indicated on the application form, by which FOR Cardiff will assess a Grant Application.

**FOR Cardiff:** a trading name of Cardiff BID Limited with company number 10338869 and whose registered address is 7 St Andrew's Crescent, Cardiff, CF10 3DA.

**Funded Activities:** as defined in clause 6.

**Grant:** the sum of money awarded to the successful Applicant under the Grant Award Offer.

**Grant Application(s):** means the application submitted by the Applicant to FOR Cardiff, for the Grant.

**Grant Award:** means the legally binding agreement between FOR Cardiff and the successful Applicant comprising of the Grant Application, the Grant Award Offer, Applicant's acceptance and these Conditions;

**Grant Award Offer:** the offer to the Applicant of the Grant by FOR Cardiff, following FOR Cardiff's acceptance and approval of the Grant Application.

**Grant Period:** the period for which the Grant is awarded starting on the Commencement Date 17 September 2024 and ending on 31st March 2025.

**Grant Proposal:** the proposal made available by FOR Cardiff, explaining the reasons for and intentions of offering the Grant.

**Grant Recipient:** the point at which an Applicant provides FOR Cardiff with their acceptance of the Grant Award Offer, the Applicant becomes the Grant Recipient.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights,

moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Objects:** as defined in clause 2.2.

**Prohibited Acts:** means

- a) offering, giving or agreeing to give to any employee, volunteer, member or similar of FOR Cardiff any gift or consideration of any kind as an inducement or reward for:
  - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Award or any other contract with FOR Cardiff; or
  - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Award or any other contract with FOR Cardiff;
- b) entering into the Grant Award or any other contract with FOR Cardiff or where a commission has been paid or has been agreed to be paid by the Applicant and/or the Grant Recipient or on its behalf, or to its knowledge; or
- c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of fraudulent acts in relation to the Grant Award or any other contract with FOR Cardiff.

**1.2 Interpretation:**

- (a) A reference to legislation or a legislative provision:
  - (i) is a reference to it as amended, extended or re-enacted from time to time; and
  - (ii) shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes fax and email.

**2. Our Information**

**2.1** We are FOR Cardiff, a trading name of Cardiff BID Limited.

**2.2** The Objects of FOR Cardiff under the Grant Proposal are to deliver projects in accordance with the aims of FOR Cardiff's 2021 – 2026 business plan (Objects).

**2.3** These Conditions set out the terms under which the Applicant must agree to when submitting the Grant Application.

**2.4** Should you have any questions or queries about the application process or the Grant, please contact Andrew Noel via [Andrew@forcardiff.com](mailto:Andrew@forcardiff.com) or on 02920 314770

### **3. Who can apply for the Grant?**

**3.1** FOR Cardiff welcome Grant Applications from all Applicants who, as part of their Grant Application can demonstrate compliance with the Criteria.

**3.2** By submitting a Grant Application, the Applicant confirms that they are eligible to do so and eligible to receive the Grant. FOR Cardiff may require the Applicant to provide proof that they are eligible to qualify for the Grant.

**3.3** FOR Cardiff reserves the right to disqualify an Applicant's Application at their discretion and acting reasonably.

### **4. How to apply**

**4.1** An Applicant can submit a Grant Application from 9am on 17th September 2024 (the "Opening Date") to 10am on 16th October 2024 (the "Closing Date").

**4.2** All Grant Applications must be received by FOR Cardiff by no later than 10am on the Closing Date. All Grant Applications received after the Closing Date will not be considered by FOR Cardiff.

**4.3** All Grant Applications must be submitted via email to [Andrew@forcardiff.com](mailto:Andrew@forcardiff.com). Grant Applications must explain in detail how the Grant will be used and put forward a strong case for support. In particular, a Grant Application must:

- (a)** provide details of the Applicant's Business;
- (b)** demonstrate how use of the Grant relates to the Grant Proposal;
- (c)** in relation to the Applicant's Business, explain how the Grant will be used and demonstrate the benefits to be incurred;
- (d)** set out how the use of the Grant will be managed;
- (e)** set out the intended timeframes for using the Grant;
- (f)** give details of the key individual(s) who will be responsible for the management of the Grant and delivering the proposed activities; and
- (g)** provide evidence that the Applicant has a bank account dedicated to the Applicant's Business.

**4.4** FOR Cardiff will not accept:

- (a)** Grant Applications that are:
  - (i)** illegible, have been altered, reconstructed, forged or tampered with; or
  - (ii)** incomplete.
- (b)** Responsibility for Grant Application submissions that are lost, mislaid, damaged or

delayed in transit, regardless of cause, including, for example, as a result of any postal failure, equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or

(c) proof of posting or transmission as proof of receipt of submitting the Grant Application;

**4.5** By submitting a Grant Application the Applicant is agreeing to be bound by and will at all times comply with these Conditions.

**4.6** The Applicant acknowledges and understands that following the submission of a Grant Application, FOR Cardiff may invite the Applicant for an interview process. Further details will be released by FOR Cardiff if and when relevant.

## **5. The Grant**

**5.1** FOR Cardiff are keen to support activities that advance the Objects in an effective way.

**5.2** FOR Cardiff will not usually award grants to an Applicant that has:

(a) submitted an incomplete or inaccurate Application;

(b) previously failed FOR Cardiff's due diligence checks;

(c) previously failed to pay any amount owed to FOR Cardiff in respect of any BID Levy the Applicant is or was liable to pay, if applicable.

**5.3** Each Grant Application should specify the amount required by the Applicant, however, the Applicant agrees and understands that FOR Cardiff offer no guarantees that:

(a) they will accept the Grant Application; and

(b) If the Grant Application is accepted by FOR Cardiff, that the requested sum of money will be awarded by FOR Cardiff.

**5.4** It is FOR Cardiff's sole direction as to the amount of money to be offered under the Grant Award Offer to the Applicant.

## **6. Use of the Grant**

**6.1** All Grants awarded by FOR Cardiff must be used to cover costs that are directly connected to carrying out the activities identified in the Grant Application ("Funded Activities").

**6.2** Unless the Applicant is able to demonstrate that the Grant is essential for, and directly linked to the Funded Activities, the Grant must not be used for any purpose not set out in the Grant Proposal.

## **7. How FOR Cardiff Make Decisions about Grants**

**7.1** FOR Cardiff have ultimate responsibility for all Grant-making decisions.

**7.2** Each Grant Application will be assessed by the FOR Cardiff team and will be scored against the Criteria.

**7.3** If FOR Cardiff decide not to award a Grant for an Application, FOR Cardiff are not obliged to give the Applicant reasons for their decision, but may, if requested, provide written feedback for the reasons of the decision as FOR Cardiff may deem appropriate.

**7.4** The decision of FOR Cardiff (acting reasonably) will be final.

## **8. The Grant Award Offer and Payment**

**8.1** FOR Cardiff will directly contact successful Applicants and provide the Grant Award Offer as soon as reasonably practicable after the 16th October 2024 using the telephone number or email address provided with the Grant Application.

**8.2** Subject to clauses 8.3 and 8.4, FOR Cardiff will pay the Grant into the bank account identified within the Grant Application within 14 days after acceptance of the Grant Award Offer.

**8.3** The Grant will not be paid unless and until FOR Cardiff is satisfied that such payment will be used strictly in accordance with the proposals set out in the Grant Application.

**8.4** FOR Cardiff reserves the right to withdraw the Grant Award Offer at any time prior to acceptance. If the Grant Award Offer has already been accepted, then FOR Cardiff may only refuse to pay the Grant if, acting reasonably, they have reason to believe that the Grant will not be used for the proposals identified in the Grant Application.

**8.5** Should the Grant Recipient or any Applicant receive payments made to it in error, then they shall immediately repay such sums to FOR Cardiff. For the avoidance of doubt, the repayment of a payment made in error will be at the absolute and sole discretion of FOR Cardiff.

**8.6** Unless otherwise agreed in writing with FOR Cardiff, the Grant Recipient agrees to spend the Grant within the Grant Period in accordance with the proposals set out in the Grant Application.

## **9. Clawback and repayment**

**9.1** Without prejudice to FOR Cardiff's other rights and remedies, FOR Cardiff may at its discretion withhold or suspend payments of the Grant and/or require repayment of all or any part of the Grant if:

- (a)** the Grant Recipient has, in the opinion of FOR Cardiff, committed a Prohibited Act;
- (b)** there is a breach of these Conditions by the Grant Recipient;
- (c)** the purpose for which the Grant was awarded does not proceed;
- (d)** part of the Grant remains unused when the Funded Activities that the Grant was

intended to be used have been completed;

(e) the Grant is used for a purpose outside of the Funded Activities or for any other reason other than that has been agreed with FOR Cardiff;

(f) the Grant, or part of it, remains unused upon expiry of the Grant Period;

(g) in FOR Cardiff's reasonable opinion, the Grant Recipient has not made satisfactory progress in the delivery of the Funded Activities;

(h) the Grant Recipient obtains duplicate funding from a third party for the Funded Activities;

(i) the Grant Recipient provided FOR Cardiff with misleading or inaccurate information;

(j) any member, employee, volunteer or similar of the Grant Recipient has (i) acted dishonestly or negligently in relation to or accordance with the Application or Grant Award; or (ii) takes any actions which in FOR Cardiff's reasonable opinion brings or are likely to bring FOR Cardiff's name or reputation into disrepute; or

(k) the Grant Recipient ceases to operate for any reason.

## 10. Reporting requirements and monitoring

**10.1** FOR Cardiff will take steps to monitor the use of the Grant and verify that the Grant is used by the Grant Recipient and for the Funding Activities or such other purposes that have been agreed in writing with FOR Cardiff.

**10.2** Further to clause 10.1 and to assist with FOR Cardiff's monitoring of the use of the Grant, upon request, the Grant Recipient will provide FOR Cardiff with any of the following:

(a) copies of formal records such as receipts, invoices, bank statements and management accounts to show that funds have been used for the purpose for which they have been awarded and in accordance with the terms of the Grant;

(b) regular written or verbal updates showing progress to date, summarising key achievements or problems encountered, indicating whether targets have been met and giving reasons for any delay in implementing work funded by the Grant;

(c) a final written report on completion of the work funded by the Grant, showing how funds have been spent, evaluating where the work has been successful and identifying lessons that can be learnt;

(d) information about any proposed changes to the proposed activities; and

(e) provide FOR Cardiff with such information, explanations and documents as FOR Cardiff may reasonably require in order for it to establish that the Grant has been used for the Funding Principles.

**10.3** If appropriate, FOR Cardiff may also visit the premises where any Funding Activities may be taking place to review and interview individuals involved in running those activities.

**10.4** The Grant Recipient's will promptly inform FOR Cardiff of any events which would impact or prevent the progression of the Funded Activities.



## **11. The Grant Recipients Obligations, undertakings and warranties**

**11.1** The Grant Recipient shall:

- (a) Keep accurate and up-to-date records and accounts of the expenditure of the Grant including, but not limited to, all invoices and receipts for a period of at least 2 years following receipt of the Grant;
- (b) shall monitor and provide FOR Cardiff with regular updates as to the delivery and success of the Funded Activities throughout the Grant Period;
- (c) upon expiry of the Grant Period, provide FOR Cardiff with a final report confirming whether the Funding Activities were successfully completed.

**11.2** The Grant Recipient warrants, undertakes and agree that:

- (a) they will co-operate with FOR Cardiff in all matters relating to the Grant Award;
- (b) they have all necessary resources and expertise to deliver the Funding Activities;
- (c) they have not and will not commit a Prohibited Act;
- (d) they will obtain and maintain all necessary licences and consents and comply with all relevant legislation as required in relation to the Grant Award;
- (e) they will inform FOR Cardiff of all health and safety and security requirements that apply at their premises;
- (f) they shall exercise reasonable care, skill and diligence in all matters relating to the Grant Award and delivery of the Funded Activities;
- (g) all information concerning the Grant Recipient and the Grant Award which has been disclosed to FOR Cardiff is to the best of its knowledge and belief, true and accurate and may be relied upon by FOR Cardiff;
- (h) it is not aware of anything in its own affairs, which it has not disclosed to the FOR Cardiff, which might reasonably have influenced the decision to make the Grant Offer;
- (i) it will inform FOR Cardiff immediately if at any time during the Grant Period it is no longer able to provide the above warranties and undertakings; and
- (j) it has not and will not commit any Prohibited Acts.

## **12. Publicity**

**12.1** The Grant Recipient shall use all reasonable endeavours to ensure that the public is aware that the Funded Activities are supported by FOR Cardiff.

**12.2** The Grant Recipient shall post about the Grant Award on its social media accounts and will acknowledge FOR Cardiff as the source of the Grant Award.

**12.3** The Grant Recipient shall acknowledge FOR Cardiff on any publicity material linked to the Objects, Funded Activities, Grant Award and/ or anything achieved as a result of using the Grant.

**12.4** In using FOR Cardiff's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by FOR Cardiff to the Grant Recipient from time to time.

12.5 Nothing will prevent FOR Cardiff from promoting the fact that the Funded Activities were supported and funded (either in full or in part) by FOR Cardiff.

**13. Data protection**

FOR Cardiff will only process your personal data in accordance with their privacy notice which can be found on the following link: <https://www.forcardiff.com/for-cardiff-contact-us/for-cardiff-privacy-policy/>.

**14. Insurance**

The Grant Recipient shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent business person in connection with the risks associated with the Grant Award or the Grant Recipient's performance of the Funded Activities and produce to FOR Cardiff on demand full particulars of that insurance.

**15. Indemnity**

The Grant Recipient is responsible for and must indemnify FOR Cardiff against any and all losses, damages, costs, claims, expenses or other liabilities (Losses) in respect of the death of or injury to any person, loss of or damage to any property (including property belonging to FOR Cardiff or for which it is responsible) and in respect of any other Losses which may arise out of or in the course of or by reason of any breach of contract, tort, breach of statutory duty, misrepresentation, misstatement, act, omission or default of the Grant Recipient, its employees, agents, volunteers or contractors in the performance, non-performance or part-performance of the activities related to these Conditions, the Grant Award or Funded Activities.

**16. Limitation of liability:**

**16.1** References to liability in this clause 16 include every kind of liability arising under or in connection with the Grant Award including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

**16.2** Insofar as is permitted by law, FOR Cardiff will not in any circumstances be responsible or liable to compensate either an Applicant or Grant Recipient or accept any liability for any loss, damage, personal injury or death occurring as a result of (1) submitting a Grant Application; or (2) accepting the Grant Award Offer except where it is caused by the negligence of FOR Cardiff, in which case, FOR Cardiff's liability shall be limited to £1000.

**16.3** Insofar as is permitted by law, FOR Cardiff will not in any circumstances be liable for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;



- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

**16.4** This clause 16 shall survive termination of the Contract.

## **17. Termination**

**17.1** FOR Cardiff may terminate the Grant Award on giving notice to the Grant Recipient:

- (a) should the Grant Recipient be in breach of the Grant Award;
- (b) FOR Cardiff is required to do so by financial restraints;
- (c) The Grant Recipient commits a Prohibited Act.
- (d) or for any other reason as notified by FOR Cardiff, subject to FOR Cardiff acting reasonably.

**17.2** Termination of the Grant Award will not prejudice any requirement to repay to FOR Cardiff the unexpended Grant or any right or remedy which has already accrued or subsequently accrues to FOR Cardiff.

## **18. General**

**18.1** Force majeure.

Neither party shall be in breach of the Grant Award nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control.

**18.2** Assignment and other dealings.

(a) FOR Cardiff may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Grant Award.

(b) The Grant Recipient shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Grant Award without the prior written consent of FOR Cardiff.

**18.3** Entire agreement.

The Grant Award constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**18.4** Variation.

Except as set out in these Conditions, no variation shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### **18.5 Waiver.**

A waiver of any right or remedy under the Grant Award or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Grant Award or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Grant Award or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### **18.6 Severance.**

If any provision or part-provision of the Grant Award is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

#### **18.7 Third party rights.**

Unless it expressly states otherwise, the Grant Award does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Grant Award.

#### **18.8 Governing law.**

The Grant Award, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### **18.9 Jurisdiction.**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Grant Award