

Play Together on Pedals Cycle Grant 2018-2019

Standard conditions of grant

1. General

1.1. Definitions

- a) **The Organisation** refers to the organisation named in the application, receiving the grant and bound by these terms and conditions
 - b) **The Project** refers to the subject of the grant application – Play Together on Pedals
- 1.2. The grant must be used exclusively for the Project and only by the Organisation and only in accordance with the details in the application form or varied with the written agreement of Cycling Scotland, and our partners Cycling UK and Play Scotland.
- 1.3. During the period of the grant the organisation will act in a fair and open manner without distinction as to race, religion, gender, age or disability, and in compliance with all relevant legislation

2. The Project

- 2.1. The Organisation will manage the Project and be fully responsible for all aspects of implementation.
- 2.2. All funds must be spent on the items and materials detailed within the offer letter.
- 2.3. If at any time the total expenditure for the Scheme exceeds the estimated amount stated in the Grant Offer Letter there will be no corresponding increase in grant.
- 2.4. No expenditure incurred prior to the date of the Grant Offer Letter can be paid for out of the grant.
- 2.5. Cycling Scotland shall not at any time be liable to any person in relation to any matter arising in connection with the development, planning, construction, operation, management and /or administration of the Project and in particular but without limitation, shall not be liable to the organisation for any loss or damage arising directly or indirectly as a result of the compliance by the Organisation with the terms and conditions of this grant including any losses arising from a failure to make grant payments on any agreed date.
- 2.6. If the final total allowable expenditure for any element of the Project is less than the estimated allowable expenditure (i.e. there is an underspend) the Organisation must inform Cycling Scotland which at its absolute discretion, may reduce the grant payable and / or demand a refund of any grant paid. The amount of such reduction shall not exceed the amount of the underspend.
- 2.7. The Organisation will tell Cycling Scotland of any offer of funding for the project from anyone else at any time during the project
- 2.8. The organisation will inform Cycling Scotland promptly of any changes to the information provided in the application and will make sure that relevant information is always correct and up to date.
- 2.9. The organisation agrees to meet all laws regulating the way it operates, the works it carries out, the staff they employ and the goods that it buys. The organisation will ensure that it has an equal opportunities policy in order to assist in compliance with all relevant laws and good practice through out the period covered by this agreement. The organisation will submit copies of all licences and permits required by law or by Cycling Scotland.
- 2.10. If the Organisation's work involves children or vulnerable adults (vulnerable persons) it will take all reasonable steps to ensure their safety. The organisation will obtain the written consent of the legal carer or guardian before having any direct contact with any vulnerable person. The organisation must have an appropriate written policy and set of operating procedures at all times to ensure all vulnerable people are safeguarded. This should include procedures including disclosures, through the Central Registered Body in Scotland, of all staff, volunteers or contractors who will have significant direct contact with vulnerable people.

- 2.11. The Organisation will maintain adequate insurance at all times.
- 2.12. In the event of items of capital equipment funded by the Cycling Scotland being no longer required, or an organisation with such equipment ceasing to exist, at the discretion of the appropriate officer, the equipment should be returned to the Cycling Scotland
- 2.13. If the organisation is a charity, they will register with the Office of the Scottish Charity Regulator if their income goes over the minimum exemption figure.

3. The Organisation

- 3.1. The organisation will write to Cycling Scotland as soon as possible if any legal claims are made or threatened against it and /or which would adversely affect the project during the period of funding.
- 3.2. The organisation will let Cycling Scotland know as soon as possible of any investigation concerning it, its trustees, directors, employees or volunteers carried out by the Police, Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

4. Monitoring and reporting

- 4.1. The Organisation must maintain full and proper accounts and records, including copies of invoices which show how the grant has been used. These records must be copied to the Project on request and be available to Cycling Scotland or its representative(s).
- 4.2. The Project will develop and implement a monitoring and evaluation plan based around Cycling Scotland guidance.
- 4.3. The organisation will tell Cycling Scotland immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion
- 4.4. Any alteration to the project scope or revision of the budget lines agreed must be approved by way of a written change request submitted to Cycling Scotland. Unauthorised spend against services, products or activities which are deemed 'out-of-scope' may result in grant monies being reclaimed.
- 4.5. The Organisation will inform Cycling Scotland immediately of any variation in the project's outcomes
- 4.6. The grant must be shown in the Organisation's annual accounts as a restricted fund and not included under general funds. This means that the unspent funds and/or assets in respect of the grant must be shown separately in the Organisation's accounts that must also show any interest accruing from the grant.
- 4.7. The Organisation will provide a final report and complete data return on participation figures for the 2018/19 academic year by 31st July 2019.

5. Procurement

- 5.1. In the procurement of any asset or service (capital or revenue) connected with the Project, the Organisation shall ensure that best value is obtained by appropriate market testing and seeking competitive tenders.
- 5.2. The Organisation will ensure their procurement policies and practices minimise any detrimental effect to the environment and complement Cycling Scotland's commitment to protecting and improving the environment for Scotland's future generations.
- 5.3. The Organisation will ensure that it gives due consideration to ethical standards in any procurement made through Cycling Scotland funding

6. Publicity

- 6.1. The Organisation will acknowledge the contribution of Cycling Scotland publicly as appropriate and practical, including use of our logo where possible. The Organisation will follow Cycling Scotland's branding and publicity guidelines at all times. The Organisation will acknowledge Cycling Scotland's support in any published documents that refer to the project, including, but not limited to, job advertisements, accounts and public annual reports and written or spoken public presentations about the project
- 6.2. Cycling Scotland reserves the right to publish details of this Project in papers, journals and other media. The organisation agrees to Cycling Scotland and our partners Cycling UK and Play Scotland carrying out any forms of publicity and marketing to promote Play Together On Pedals. The Organisation agrees to do whatever Cycling Scotland may reasonably require in assistance with any form of publicity and marketing, including press or media related activities

7. Data Protection & Privacy Statement

- 7.1. Cycling Scotland complies with the General Data Protection Regulations (GDPR) 2018 and aims to fulfil the requirement for fair and lawful processing of personal information in the records which Cycling Scotland creates and receives during our activities. The data protection policy covers how we (Cycling Scotland) collect, use, disclose, transfer and store your data.
- 7.2. Our privacy policy covers how we handle consumer data within Cycling Scotland and on our websites. With your consent data you provide when registering for the Cycle Friendly Award programme is shared to provide Cycle Friendly assessment as well as mailing lists and external mailing software for purposes of informing you of Development Grant funding opportunities and related Cycling Scotland training programmes and events. You will always have the option to unsubscribe. You can read our Privacy Policy on [our website](https://www.cycling.scot/privacy-policy) (cycling.scot/privacy-policy).
- 7.3. We may process personal data when we need to do this to fulfil a condition of the grant funding, where you are a trustee, an employee or a contractor (to manage the relationship) or where we are required to do this by law or other regulations. When we share data with external evaluators or provide reports to our funders (as we are required to do under our conditions of grant), the information will be anonymised. Your personal data is not shared.
- 7.4. If there is an occasion on which we would like to share your personal data with a third party, we will always let you know and will obtain your consent before doing so.
- 7.5. If you have any enquiries on any of the above please email info@cycling.scot.

8. Breaches and repayments

- 8.1. In the event of the following, the Organisation shall be bound to repay on demand the full grant, or such part as Cycling Scotland thinks fit:
 - a) Breach of any of the terms and conditions of this offer of grant – with particular reference to term 4.4
 - b) Any written information given to Cycling Scotland by or on behalf of the Organisation in connection with the payment of the grant is found to be false or misleading in any material respect, whether such written information is provided prior to or after the execution of this offer by the parties thereto.
 - c) The Organisation ceases to operate for any reason, is dissolved or becomes insolvent or it is declared bankrupt.
 - d) The Organisation fails to provide proper annual accounts within 10 months of the end of the financial year during which the grant has been paid or expended.
 - e) Any failure, delay or omission by Cycling Scotland to exercise any right to demand repayment shall not be construed as a waiver of such right.
 - f) The Organisation must alert Cycling Scotland of any projected under/overspend on the Project at the very earliest opportunity.

8 Training course registration

- 8.1 The local authority coordinator shall be responsible for ensuring all candidates register for the relevant training course online at www.cyclinghub.scot prior to the course being delivered.

9 New conditions of grants

9.1 Cycling Scotland reserves the right to introduce new conditions of grant as necessary.