

Hillhead of Auquhirie Wind Farm Community Fund

Terms & Conditions

The applicants understand and agree that:

1. Any grant awarded must be used exclusively for the purposes set out in the application. If Hillhead of Auquhirie Wind Farm Community Fund Decision Making Panel wishes to alter any aspect of the application, this will be explained in the Approval Letter.
2. No change will be made to the use of the grant awarded and any underspend in the award must be returned to the Community Fund.
3. It is not permitted to sell or dispose of any equipment or any other assets purchased with the grant, without prior written agreement from Hillhead of Auquhirie Wind Farm Community Fund.
4. Any grant from Hillhead of Auquhirie Wind Farm Community Fund cannot be used to pay for expenditure incurred or committed to prior to the date of receipt of the application form.
5. The award of a grant for a pilot project does not represent any commitment to fund any subsequent work.
6. No changes can be made to the applicant group's constitution during the period covered by the grant as regards its purposes, payment to members of the governing body, distribution of assets or admission of members without the prior written agreement of Hillhead of Auquhirie Wind Farm Community Fund.
7. The applicant group will inform Hillhead of Auquhirie Wind Farm Community Fund of any changes to their bank or building society account.
8. The applicant group will acknowledge the Hillhead of Auquhirie Wind Farm Community Fund in their Annual Report, their accounts and at the group's AGM. Copies of these should be available to Hillhead of Auquhirie Wind Farm Community Fund on request.
9. The applicant group agrees to the Hillhead of Auquhirie Wind Farm Community Fund publicising assistance given by the scheme and to include it in a public record of cases.
10. Assisted projects may be subject to regular monitoring in terms of achievement of activity output measures as agreed with the Hillhead of Auquhirie Wind Farm Community Fund. Successful applicants will be expected to implement evaluation procedures as appropriate.

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11. The grant will not be increased in the event of any overspend. In the event of any under spend, monies not used for the purpose set out in the application form, should be returned to the Hillhead of Auquhirie Wind Farm Community fund.
12. The applicant group will keep all financial records and accounts, including receipts for items purchased with the grant, for at least two years from payment of the grant. This does not release the applicant group from statutory obligations to keep financial records for longer periods.
13. Hillhead of Auquhirie Wind Farm Community Fund reserves the right to withhold or request repayment of a grant or any part of it in the following circumstances:
 - a) If there is any breach of this contract.
 - b) If the application form and supporting documentation was completed dishonestly or with incorrect or misleading information.
 - c) If the applicant group does not take steps to ensure equal opportunities in their employment practices, membership and the delivery of the services.
 - d) If any member of the governing body, staff or volunteers have acted dishonestly or negligently in respect of their work for Hillhead of Auquhirie Wind Farm Community Fund at any time during the project.
 - e) If the applicant group fails to complete the project within the time specified on the Approval Letter.
 - f) If the applicant group ceases to operate, is dissolved or insolvent or is put into administration, receivership or liquidation (sequestration), or an arrangement is made with creditors.
14. If the applicant group is dissolved, the governing body will agree a solution relating to the disposal of equipment or assets with Hillhead of Auquhirie Wind Farm Community Fund.
15. These terms and conditions will remain in force so long as any of the grant funds remain unspent and until the relevant reporting and evaluation procedures set out in the Approval Letter have been met. In the case of capital expenditure, these terms and conditions will remain in force until the end of the normal working life of the asset(s).
16. Applicant groups must complete their project event or purchases within 12 months of the award date and submit an "End of Award" report, including copy invoices evidencing monies spent, within six months of the completion of the event or purchase of the funded equipment/services.
17. The community fund is not to be construed in any way as being compensation for the operation and/or existence of the wind farm.