

GREAT HARBOUR COMMUNITY FUND GRANT AWARD AGREEMENT

This Agreement is made between

North Ayrshire Council, established by the Local Government Etc (Scotland) Act 1994 and having its principal place of business at Cunninghame House, Irvine, KA12 8EE, acting through the Great Harbour Community Fund (the "Grantor"),

and

[Recipient Organisation's Name], a [Non-profit Organisation, Community Group, Charity, or Club], [registered number], having its registered office at [Recipient's Address] (the "Recipient").

Grant Award Date: [Date]

Grant Amount: [Grant amount]

1. BACKGROUND

- 1.1 The Grantor has established the Great Harbour Community Fund to support free community events and activities that contribute to the transformation and regeneration of Irvine Harbourside, which will increase visitor numbers, visitor expenditure and raise the profile of the **Great Harbour** regeneration project and support development of the **Maritime Mile** as the North Ayrshire's tourism destination, and in addition promote societal well-being, reduce inequalities and improve access to cultural and physical activities, and foster a sense of place and community ownership.
- 1.2 The Recipient has applied for and been awarded a grant for the purposes outlined in this Agreement.

2. DEFINITIONS

2.1 For the purposes of this Agreement, the following terms shall have the meanings assigned to them:

- "Grant" means the financial award of [Grant award], provided by the Grantor to the Recipient.
- "Project" means the free community event or series of events described in Schedule A and approved by the Grantor, intended to further the regeneration of Irvine Harbourside.
- "Grant Administrator" means the appointed representative of the Recipient managing the grant distribution and compliance.

- “Start Date” means the date specified in this Grant Agreement as the commencement date of the funding period or the date on which the Recipient receives the first instalment of the Grant, whichever is later. The Project must begin within [3 months] of this date unless otherwise agreed in writing by the Grantor.
- “Completion Date” means the date on which the Project is expected to conclude, as specified in this Grant Agreement. The Recipient must complete all Project activities and fulfil all agreed objectives by this date. Any significant changes to the Completion Date must be requested in writing and approved by the Grantor in advance.

3. PURPOSE OF THE GRANT

- 3.1 The Recipient shall use the Grant solely for the Project and for no other purpose whatsoever.
- 3.2 The Project must provide to members of the public free event(s) and/or activities only. The Recipient is not permitted to charge for the event(s) and/or activities forming part of the Project.
- 3.3 The Project must meet at least one objective from Group 1 and at least one from Group 2 as follows:

Group 1: Harbourside Connection

- (i) Promoting the Great Harbour and Irvine Harbourside as a tourist destination.
- (ii) Celebrating local art, culture, or history linked to Harbourside’s heritage.
- (iv) Offering conservation or biodiversity activities focused on the dune system.
- (v) Encouraging physical activity within Harbourside’s green and blue spaces.
- (vi) Piloting a social enterprise initiative at Irvine Harbourside or Beach Park.

Group 2: Community Impact

- (i) Testing event spaces along Irvine Harbourside and gathering measurable feedback.
- (ii) Promoting equality and fostering good relations among diverse groups.
- (iv) Encouraging collaboration with other organisations to maximise impact.

4. CONDITIONS OF THE GRANT

The Grant is awarded subject to the Recipient complying with the following conditions:

4.1 Use of funds

- 4.1.1 The Grant must only be used for the Project. Any deviation must be approved in writing by the Grant Administrator.

4.1.2 The Grant must only be used by the Recipient for non-economic purposes to provide activities and events to the public for free. The Recipient is not permitted to use the Grant for any economic purposes, including without limitation, generating a profit.

4.1.3 The Grant must be held in a separate bank account from any funds used for economic activity. The Recipient shall keep evidence of the ringfencing of the Grant and provide it to the Grant Administrator on written request.

4.2 Community events

The Project must be provided to members of the public free of charge.

4.3 Pre-award activity restriction

Any project work commenced prior to formal grant approval by the Grantor is ineligible for funding under this award. Only expenses incurred after the Grant has been awarded by the Grantor are eligible.

4.4 Project commencement

The Recipient agrees to commence the Project within [3 months] of his Agreement's start date. Failure to initiate the Project within this period may result in the termination of the Agreement, withdrawal of funding, or other measures deemed appropriate by the Grantor. Any anticipated delays must be communicated in writing to the Grantor without undue delay, who may, at their discretion, approve an extension to the commencement deadline.

4.5 Return of unused funds

Any portion of the Grant not used for the Project must be returned to the Grantor within [30 days] after the Project's Completion Date (hereinafter defined at Schedule A).

4.6 Acknowledgement and promotion

4.6.1 The Recipient agrees to acknowledge the support of the Great Harbour Community Fund in any publicity or promotional materials related to the Project, the content and nature of which material is to be mutually agreed between the Recipient and the Grantor.

4.6.2 The Recipient shall ensure that nothing contained in any materials produced in connection with the Project shall constitute an infringement of any third party copyright or intellectual property rights and shall indemnify the Council against all actions, proceedings, claims and demands made by reason of any such infringement.

4.7 Information Sharing

4.7.1 All information and communication pertaining to this Grant will be made available on request to the Grantor and is subject to the requirements of the Freedom of Information (Scotland) Act 2002.

4.7.2 The Recipient grants the Grantor the right to use information about the Project, including photographs and testimonials, for the purpose of promoting the Great Harbour Community Fund's impact.

4.8 Monitoring and Evaluation

4.8.1 The Recipient shall submit a final evaluation report to the Grant Administrator within [3 months] of completing the Project. This report must include: an assessment of the Project's outcomes, photographs documenting key activities and participant engagement, insights gathered from participants and stakeholders, and any other information required by the Grantor, acting reasonably.

4.8.2 The evaluation report must also outline all expenditure incurred for grant funded activities, including proof of expenditure during the delivery of the Project.

4.8.3 The Recipient shall cooperate with any reasonable requests from the Grantor for information or access to monitor the use of the Grant and to assess the Project's effectiveness in meeting its stated objectives. This may include providing feedback data and participating in interviews or surveys.

4.9 Compliance with Laws

The Recipient shall comply with all applicable laws and regulations of Scotland, including those relating to health and safety, equality, and data protection.

4.10 Warranties and Liabilities

4.10.1 The Recipient warrants that it has the necessary authority and capacity to undertake the Project and to receive the Grant.

4.10.2 The Grantor shall not be liable for any loss, damage, or expense arising from the Recipient's use of the Grant or from any claims brought by third parties related to the Project.

4.11 Subsidy Control

4.11.1 The Grant must be applied by the Recipient in accordance with the Subsidy Control Act 2022, as amended or superseded from time to time.

4.11.2 The Grant is awarded on a no subsidy basis on the understanding that all activities supported by the Grant shall be not-for-profit, non-economic provided to the public free of charge. It is the responsibility of the Recipient to ensure subsidy control compliance. The Recipient shall collect evidence of the "no subsidy" structure and provide this to the Grantor upon written request.

5. PAYMENT OF GRANT

5.1 The Grant shall be paid in [one instalment] by bank transfer to the Recipient's designated account following the valid execution of this Agreement and submission of all required documents by the Recipient, all to the Grantor's satisfaction.

6. TERMINATION

6.1 The Grantor reserves the right to terminate this Agreement and seek repayment of the Grant if:

6.1.1 The Recipient breaches any terms of this Agreement.

6.1.2 The Grantor has reasonable grounds to believe that the Grant has not been or will not be used as intended.

6.2 Either party may terminate this Agreement by providing [30 days'] written notice to the other party. In such an event, the Recipient shall return any unspent funds to the Grantor.

7. RECOVERY OF SUMS

7.1 In the event that the Recipient becomes bound to pay any sum to the Grantor in terms of this Agreement, the Recipient shall pay the Council the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Grantor to the Recipient. In the event that the Recipient fails to pay the said sum within the 14 day period, the Grantor shall be entitled to charge interest on the sum at the rate of 2 per cent per annum above the Bank of England base rate prevailing at the time of the written demand, from the date of the written demand until payment in full of both the sum and interest.

8. GOVERNING LAW AND JURISDICTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of Scotland. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Scottish courts.

9. ENTIRE AGREEMENT

9.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations, whether oral or written, with respect to the Grant. Any amendments to this Agreement must be in writing and validly executed by both parties.

SCHEDULE A:

PROJECT SPECIFICATION

The Recipient is required to provide a brief description of the Project, outlined in a short paragraph or list format below. This specification should detail how the Project responds to the objectives set out in this Agreement and explain the anticipated impact and methods of measurement.

The Project Specification should include:

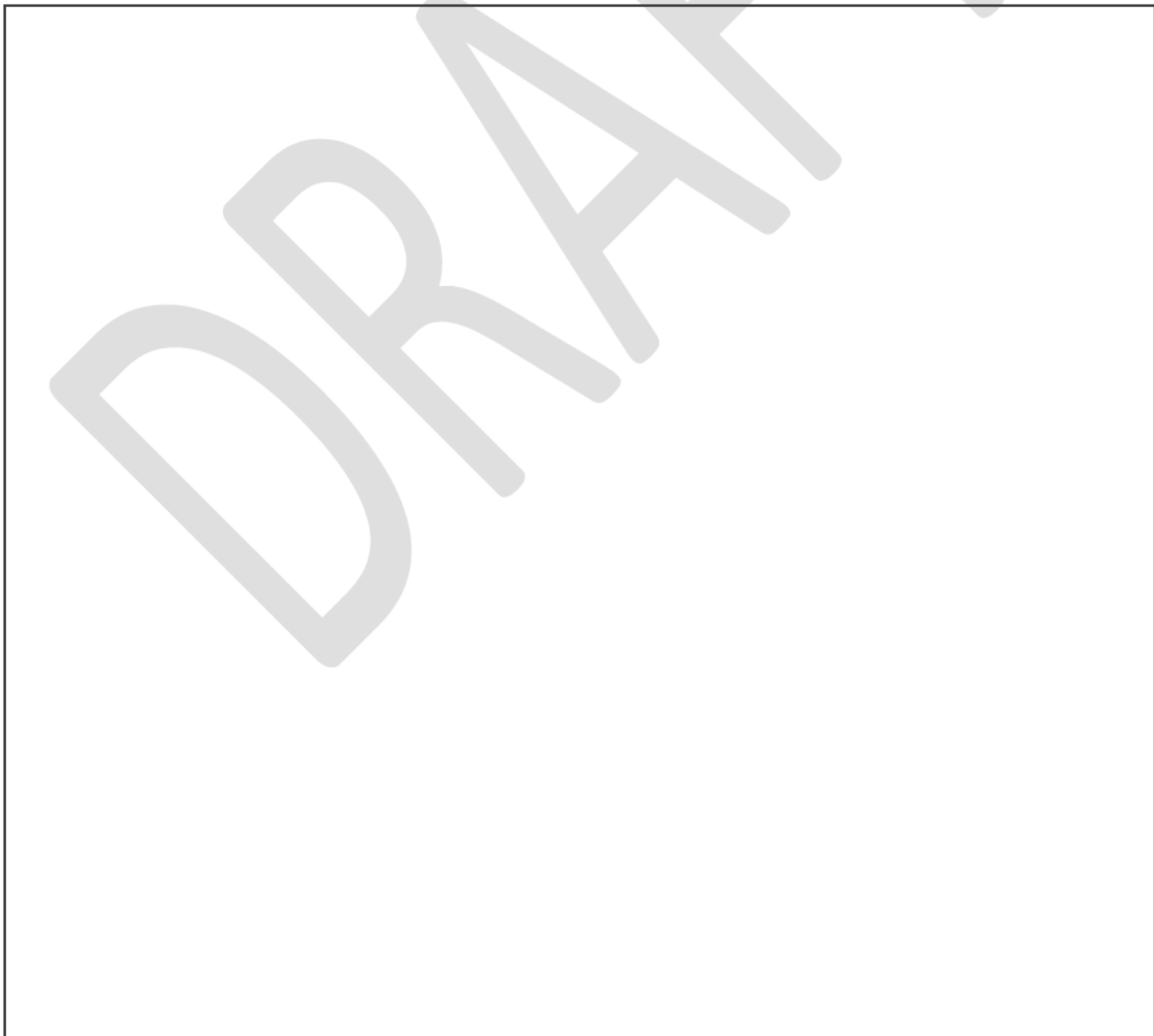
1. Project timescales:

Start Date _____ (the 'Start Date')

Completion Date _____ (the 'Completion Date')

2. Project Overview: a concise summary of the Project, including the type of event(s) planned, target audience, and location within Irvine Harbourside or Beach Park.

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3. Objectives Addressed: a clear outline of how the Project will meet the objectives below:

- At least one objective from Group 1 (Harbourside Connection):

<ul style="list-style-type: none"> • promotion of the Great Harbour project and Irvine Harbourside as a tourist destination - the Maritime Mile (working title) focusing on the place's best asset/s 	<input type="checkbox"/>
<ul style="list-style-type: none"> • promotion of local art, culture and /or history with a specific focus on the connection to the Harbourside's past or a link to the coast and Beach Park 	<input type="checkbox"/>
<ul style="list-style-type: none"> • offer a nature conservation or biodiversity improvement, educational or volunteering activity, specifically around the dune system/habitat 	<input type="checkbox"/>
<ul style="list-style-type: none"> • offer physical activity within the green and blue spaces of the Irvine Harbourside, Beach Park and the beach, including water activity 	<input type="checkbox"/>
<ul style="list-style-type: none"> • pilot of a social enterprise activity at Irvine Harbourside or Beach Park 	<input type="checkbox"/>

- At least one objective from Group 2 (Community Impact):

<ul style="list-style-type: none"> • test the area's suitability as an event space through the delivery of the activity/event and provide measured feedback 	<input type="checkbox"/>
<ul style="list-style-type: none"> • advance equality of opportunity and/or foster good relations between people who share a relevant protected characteristic and those who do not 	<input type="checkbox"/>
<ul style="list-style-type: none"> • promote cross group collaboration and/or partnership to achieve mutual benefits and increased impact 	<input type="checkbox"/>

3. Impact Goals: a description or list of the specific outcomes the organisers hope to achieve through the Project.

4. Measurement of Impact: A summary of how the organisers will measure the Project's impact, which may include:

- surveys or feedback forms from participants and attendees,
- collection of measurable data, such as attendance numbers or funds raised,
- qualitative feedback, such as testimonials or observational data on community engagement.

Outcome	Measure of impact

or description:

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SCHEDULE B:

PROJECT FINANCES

The Great Harbour Community Fund Grant can be applied towards capital costs and certain specific revenue costs related to the Project's marketing. The Grant can only be awarded for costs which can be supported by an invoice or a receipt. For items exceeding £1,000, multiple quotations should be obtained and recorded to ensure fair pricing. The proof of payment will be required for the Project Evaluation Report. The following definitions outline which costs can be covered by this Grant:

Costs eligible for Grant coverage

The Grant may be used to fund capital costs, which are one-time expenses directly related to the delivery of the Project. Eligible capital costs may include:

- Equipment hire - costs for essential equipment that will be used specifically for the event, such as tables, chairs, sound systems, lighting, or display structures.
- Materials and supplies - purchase of consumable materials necessary for the event, such as decorations, art supplies, printed banners, signage, and handouts.
- Venue hire: Fees for hiring event spaces within Irvine Harbourside or Beach Park for the duration of the event.
- Infrastructure setup - costs associated with setting up and taking down temporary structures (e.g., tents, stages, or fencing).
- Permits and licenses - one-time fees for any required permits or licenses essential to legally hold the event within the designated area.
- Marketing and advertising - costs related to printing leaflets, posters, or ordering advertisements (e.g., in local newspapers or online platforms).

Costs not eligible for Grant coverage

The Grant will not cover revenue costs, which are ongoing or recurring expenses related to the operation of the Project. The following definitions outline which costs cannot be covered by this Grant:

- Staffing and salaries - any fees or wages for staff, contractors, or volunteers, including management, administrative support, or event coordination, are not eligible.
- Insurance - ongoing insurance premiums or coverage for event liabilities are not eligible.
- Overheads and general administration - general operating costs, such as office rent, utilities, regular office supplies, or other indirect expenses unrelated to the specific delivery of the Project, are not eligible.
- Travel and accommodation - any travel, accommodation, or subsistence expenses for staff, volunteers, or participants are not eligible.

The Recipient should ensure that all costs listed within the **Schedule B** are directly connected to the Project's delivery. A clear breakdown in the Project Finances section must show which items will be funded by the Grant and any costs covered by other sources, including in-kind contributions.

SCHEDULE C:

LOCATION PLAN OF THE EVENT

The Recipient is required to provide a detailed location plan for the Project, clearly marking the setup points, designated areas, and/or route(s) for the event within Irvine Harbourside or Beach Park. The plan should indicate all relevant points of interest, such as entry and exit points, gathering areas, activity zones, facilities, and any other locations essential for the event's setup and operation.

Requirements for the Location Plan:

1. Marked Setup Points

Clearly identify and label all key points and zones relevant to the event, including areas for:

- Registration or check-in
- Event activities or displays
- First aid, information, closest toilets, and support services
- Equipment storage, if applicable
- Any designated routes, paths, or trails to be used for the event

2. Permissions and Compliance

It is the Recipient's responsibility to secure all necessary permissions and approvals required for the use of the location(s) identified in this plan, including but not limited to permissions for land use, health and safety compliance, and any specific permits related to event activities. All required permissions must be obtained prior to the event. Further information and guidance is available on the Council's event planning and support page: [Event planning and support](#).

IN WITNESS WHEREOF:

This Agreement is signed by the Recipient as follows:

Signed:	Witness
Full Name:	Full Name:
Position held:	
Address:	Address:
Date:	

This Agreement is signed for and on behalf of the Grantor as follows

Signed:	Witness
Full Name:	Full Name:
Position held:	
Address:	Address:
Date:	

/end