

**Levenmouth
Reconnected**



Levenmouth Reconnected Programme

Standard terms and conditions



Document ref: LRP-GA020
Version 1

These are Levenmouth Reconnected Programme standard terms and conditions referred to in the foregoing offer of grant.

1. Correspondence

- 1.1 Notices served on the Applicant must be sent by recorded delivery or registered post to the address detailed on the offer letter.
- 1.2 Notices served on Fife Council must be sent by recorded delivery or registered post to the Council's Head of Legal Services, Fife Council, 2nd Floor, Fife House, Glenrothes KY7 5LT.
- 1.3 Receipt of such Notices shall be deemed to have occurred 2 days following the date of posting.

2. Payment of grant

- 2.1 If the amount of the Grant paid by Fife Council to the Applicant at any point in time is found to exceed the amount of the expenses reasonably and properly incurred by the Applicant in connection with the Levenmouth Reconnected Programme, the Applicant shall repay to Fife Council the amount of such excess within 14 days of receiving a written demand for it from or on behalf of Fife Council.
- 2.2 If the Applicant fails to pay such amount within the 14-day period, Fife Council shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending 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 the interest.
- 2.3 If the final Eligible Costs of the Project are lower than the estimates as contained in the Application Form, Fife Council may reduce its contribution accordingly based on the match funding drawn in and a reduced total Project cost. For the avoidance of doubt, Fife Council will only fund the remaining balance after taking match funding into account alongside a reduced total Project cost.
- 2.4 Fife Council shall not be bound to pay to the Applicant, and the Applicant shall have no claim against Fife Council in respect of, any instalment of the Grant which has not been claimed by the Applicant by 31 March 2026, unless otherwise agreed in writing by Fife Council.
- 2.5 Unless otherwise agreed in writing by Fife Council, no grant will be paid for any work which has commenced or equipment purchased, prior to the acceptance of the formal offer of grant made by LRP

- 2.6 Unless specified otherwise in the offer of grant, funds shall be payable by Fife Council only after the works in question have been completed and a valid claim for the cost incurred has been submitted to Fife Council. For long-term Projects, Fife Council may elect to make payment in instalments subject to claims for work undertaken being submitted along with eligible invoices.
- 2.7 No grant shall be payable by Fife Council in respect of any costs additional to the estimated Eligible Costs of the Project as approved at application stage, unless the approval of Fife Council to an increase/variation in grant has been secured in advance in writing.
- 2.8 Currently Fife Council grant payments are paid via BACS transfer to the bank details supplied on the submitted Application Form.
- 2.9 The offer of a grant is made on the understanding that in the course of making the application, the applicant will have disclosed to Fife Council any financial contributions received or expected for the same purpose. In so far as any such contributions may have not been disclosed, Fife Council may vary or cancel the offer to take account of them.
- 2.10 Each claim shall be submitted with confirmation of the match funding and details of the source of that funding and with such explanatory or supplementary material as Fife Council may from time to time require whether before or after submission of the claim.

3. Inspection and information

- 3.1 The Applicant shall submit to Fife Council quarterly monitoring reports detailing the progress of the Project throughout its life. The Applicant is required to provide engagement and outcome data to demonstrate the direct and indirect benefits realised in years 1, 3 and 5 post Project completion. The format of the reports will be determined by Fife Council acting reasonably.
- 3.2 The Applicant shall keep Fife Council fully informed of actual expenditure to date compared with profiled expenditure and any change to estimated expenditure for the financial year and/or the Project as a whole, the reasons for any such changes and progress in achieving objectives/outcomes.
- 3.3 The Applicant shall also provide any other information that Fife Council may reasonably require to satisfy themselves that the outcomes and performance of the Project is consistent with the Agreement. The Applicant shall provide Fife Council with prompt access to any information they reasonably required to ensure compliance with these Conditions.

- 3.4 In the event of the Applicant becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the completion of the Project or on the use of the Grant, or any part of it, the Applicant shall immediately notify the Fife Council of such activity and provide such other information as Fife Council may reasonably require in relation to the impact on the Project and the use of the Grant.
- 3.5 Where the Project is to be funded by other bodies, or if the grant is conditional upon the Applicant obtaining match funding, the Grant shall be suspensive upon the Applicant providing within 12 months of the date of conditional offer letter evidence to Fife Council's satisfaction (acting reasonable) to confirm the match funding has been secured.
- 3.6 Unless otherwise agreed in writing by Fife Council, the Project shall conform to the plans or the specifications or other particulars submitted to Fife Council with the Application Form and approved by Fife Council. Fife Council may inspect the Project to ensure the works are fully completed in accordance with the said plans or specifications before final payment of the grant is made. If an inspection is carried out after the final payment has been made and the scheme has not been completed as specified above, the grant may be repayable in accordance with condition 11.
- 3.7 Any person authorised by Fife Council on its own behalf shall be entitled at all reasonable times to inspect the Project, for the purpose of ascertaining that the terms and conditions of the grant are being complied with.
- 3.8 The Applicant must notify Fife Council immediately if the Project is at risk of being over budget.

4. Maintenance

- 4.1 The Applicant shall be responsible for the production and implementation of a maintenance plan for the Project in accordance with the Application Form as approved by Fife Council.
- 4.2 During the lifetime of the Project the applicant shall be responsible for restoring or replacing any facilities which may be damaged, lost through fire, theft, accident, storm or malicious damage.
- 4.3 The Applicant shall have adequate insurance in place and evidence of the policy and premium receipts shall be provided to Fife Council on demand.

5. Statutory consent

- 5.1 Before commencing any works, the Applicant shall obtain all necessary statutory consents, and the consent of any other person or body necessary to the Project. If called upon to do so the Applicant shall furnish evidence all such consents have been obtained to Fife Council's satisfaction, acting reasonably.

6. Claiming the grant

- 6.1 Claims for payment of grant must be supported by evidence of the costs incurred:
- 6.1.1 The Applicant shall keep and maintain for a period of six years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by Fife Council by way of the Grant. The Applicant shall afford Fife Council and their representatives and such other persons as Fife Council may reasonable specify from time-to-time, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it. The Applicant shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
 - 6.1.2 If the applicant is required to produce receipts for payment made, then these shall take the form of receipted invoices. Where work in respect of the scheme is carried out by the applicant's own employees, reasonable written proof of the costs incurred for such work should be submitted (e.g. time sheets and rates). The hours worked on a Project by employees must be additional to any existing contract between organisation and employee.
 - 6.1.3 If the applicant is required to produce an itemised account of expenditure, this shall take the form of a list of each item of expenditure and the cost incurred, certified as an accurate record by the applicant or appropriate representative. Fife Council may on a sample basis seek further verification of costs incurred, in the form of a receipted invoice or equivalent evidence for that item of expenditure, for example, returned cheque or BACS (Banks Automatic Clearing System) printout.

7. Confidentiality and Data Protection

- 7.1 Subject to clause 7.2, the Applicant will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Levenmouth Reconnected Programme.

- 7.2 Notwithstanding the above, the Parties may disclose any information as required by law or judicial order. All information submitted to the Parties may need to be disclosed and/or published by them. Without prejudice to the foregoing generality, the Parties may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, or the Environmental Information (Scotland) Regulations 2004, (the decisions of party receiving the request in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court, tribunal or body with the authority to order disclosure (including the Scottish Information Commissioner) or any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Parties may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed the disclosing party shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 7.3 The Parties shall comply with the Data Protection Legislation. In the event the Parties agree to share Personal Data for the purposes of condition 7.2 they will enter into a written Data Sharing agreement regulating their respective responsibilities before doing so.
- 7.4 Fife Council has to account to the Scottish Ministers for Grant expenditure and to comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, the Scottish Ministers publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, the Scottish Government publishes a monthly report of all payments over £25,000. The Applicant should note that where a payment is made in excess of £25,000 there may be disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

8. Disposal of assets

- 8.1 The Applicant shall not, without prior written consent from Fife Council, dispose of any asset funded, in part or in whole, with Grant funds within three years if a movable asset of that asset being acquired or developed or fifteen

years if a heritable asset of that asset being acquired or developed (or such longer periods as may be specified in the offer of grant letter).

- 8.2 During those periods Fife Council shall be entitled to the proceeds of the disposal or the relevant proportion of the proceeds based on the percentage of grant funding used in connection with the acquisition or improvement of the asset against the whole proceeds. Fife Council shall also be entitled to the relevant proportion of any proceeds resulting from the provision included as a condition of the sale.
- 8.3 In the case of heritable assets, the Applicant will at Fife council's discretion grant a Standard Security over the relevant asset to secure the foregoing obligations in clauses 8.1 and 8.2.

9. Publicity

- 9.1 The Applicant shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of Fife Council and the Scottish ministers to their costs. Fife Council reserves the right to approve the form of such acknowledgement prior to its first publication.
- 9.2 Fife Council reserve the right to publicise full details of any grant offered including name of recipient, Project details and grant offered.

10. Intellectual Property Rights

- 10.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 10.2 The Applicant shall ensure that nothing contained in any materials produced or submitted to Fife Council by the Applicant or anyone acting on its behalf nor the reproduction of such materials, shall constitute an infringement of any third party copyright or intellectual property right and shall indemnify Fife Council against all actions, proceedings, claims and demands made by reason of any such infringement.

11. Default and recovery etc. of grant

- 11.1 Fife Council may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 11.1.1 The Applicant commits a Default;

- 11.1.2 Fife Council considers that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 11.1.3 The Applicant fails to carry out the objective of the Project.
 - 11.1.4 In Fife Council's opinion, progress with the Project is not satisfactory;
or
 - 11.1.5 In Fife Councils' opinion, the future of the Project is in jeopardy.
- 11.2 If, in Fife Councils' opinion, the Grant or any part of it is a state subsidy and they consider that they are required to recover such sum in order to ensure compliance with their legal obligations, Fife Council may require immediate repayment of the Grant or any part of it together with interest at such rate and on such basis as may be determined from time to time in accordance with law.
- 11.3 Fife Council may withhold the payment of the Grant if at any time within the duration of the Agreement:
- 11.3.1 The Applicant passes a resolution that it be wound up, or a court makes an order that the Applicant be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Applicant is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 11.3.2 Where the Applicant is an individual, if a petition is presented for the Applicant's bankruptcy or the sequestration of their estate or a criminal bankruptcy order is made against the Applicant; or the Applicant makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage their affairs; or
 - 11.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Applicant, or over all or any part of the Applicant's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.
- 11.4 In the event that the Applicant becomes bound to pay any sum to Fife Council in terms of condition 11.1, the Applicant shall pay Fife Council the appropriate sum within 14 days of a written demand for it being given by or on behalf of Fife Council to the Applicant. In the event that the Applicant is to pay the sum within the 14 day period, Fife Council shall be entitled to interest on the sum at the rate of 2 per cent per annum above the Bank of England base lending 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.

- 11.5 Notwithstanding the provisions of this condition 11, in the event that the Applicant is in breach of any of the Conditions, Fife Council may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Applicant in terms of Condition 11 for such period as they see fit, and may give written notice to the Applicant requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Applicant failing to remedy the breach within the period specified, the Applicant shall be bound to pay the sum to Fife Council in accordance with the foregoing provisions.
- 11.6 Any failure, omission or delay by Fife Council in exercising any right or remedy to which they are entitled by virtue of condition 11.1 to 11.3 shall not be construed as a waiver of such right or remedy.

12. Assignment

- 12.1 The Applicant shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of Fife Council and the Scottish Ministers.

13. Termination

- 13.1 The Agreement may be terminated by Fife Council giving not less than 3 months' notice in writing from the date of the notice being sent.
- 13.2 Where, prior to a termination of this Agreement in terms of clause 13.1, the Applicant has entered into legally enforceable, contractual commitments which relate to delivery of the Project this Agreement shall remain in force, in respect of those commitments only, until they are fully discharged.

14. Corrupt gifts and payments of commission

- 14.1 The Applicant shall ensure that its employees or the Applicant shall not breach the terms of the Bribery Act 2010 in relation to this or any other grant. The Applicant shall ensure that adequate controls are in place to prevent bribery.

15. Continuation of conditions

- 15.1 These Conditions, except for Conditions 4 and 8, shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid notwithstanding any termination in terms of clauses 11 or 12.
- 15.2 Conditions 4 and 8 shall continue to apply until the end of the periods referred to in those Conditions.

16. Compliance with the law

- 16.1 The Applicant shall ensure that in relation to the Levenmouth Reconnected Programme, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

17. Prohibition on political activity

- 17.1 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

18. Appointment of contractors etc.

- 18.1 Where the Procurement Reform (Scotland) Act 2014 or the Public Contracts (Scotland) Regulations 2015 apply to the Applicant and any contract to be awarded in connection with the Project, the Applicant shall follow a clearly defined procedure for the procurement of the contract in accordance with the Act or the Regulations.
- 18.2 If neither the Act nor the Regulations apply either to the Applicant or to the proposed contract, the Grantee shall follow a fair, transparent and proportionate procedure for the procurement of the contract.

19. Governing law

- 19.1 This contract shall be governed by the Scots Law and subject to the exclusive jurisdiction of the Scottish Courts.
- 19.2 The Applicant shall ensure that in relation to the Grant and the Project they and anyone acting on their behalf shall comply with the relevant law for the time being in force in Scotland.

20. Definitions

In these conditions, the following terms shall have the following meanings assigned to them:

Applicant	The person, company or other body to whom this offer of grant is addressed.
Application form	The application form submitted by the Applicant in connection with this Grant.
Data Protection Legislation	Any applicable law relating to the processing, privacy and use of Personal Data applicable to the Council and/or the Contractor including in the UK the General Data Protection Regulation and the Data Protection Act 2018, and/or any corresponding or equivalent national laws or regulations, once in force and applicable and includes any judicial or administrative interpretation of them, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority including the UK Information Commissioner.
Default means	<p>a. Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);</p> <p>b. Any failure to perform or the negligent performance of any obligation under this Agreement;</p> <p>c. Any breach of any legislation; or</p> <p>d. Any negligence or negligent or fraudulent misstatement or misappropriation of Grant, or any other default,</p> <p>In all cases by either party, its employees, agents or representatives.</p>
Fife Council	The Fife Council constituted in terms of the Local Government etc. (Scotland) Act 1994 and having their principal offices at Fife House, North Street, Glenrothes, Fife.

Intellectual Property Rights	<p>All copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.</p>
Levenmouth Reconnected Programme or LRP	<p>The Levenmouth Reconnected Programme is an up to £10 million grant award fund by Transport Scotland and Fife Council. Fife Council will be acting as lead partner for award and management of the grant under the programme.</p>
“Personal Data”, “Data Controller”, “Data Processor”, “processing”, “Data Subject”, and “Supervisory Authority” shall have:	<p>The meanings ascribed to them by the Data Protection Legislation as in force (and related terms such as “process” shall have corresponding meanings).</p>
Scottish Ministers	<p>Scottish Ministers in exercise of their powers under Section 70 of the Transport (Scotland) Act 2001.</p>
The Oversight Group	<p>Previously known as Levenmouth Blueprint Leadership Group, is to provide strategic oversight of the delivery of the programme and its objectives and that is responsible for the administration of the fund and comprises the Executive Director – Enterprise and Environment (Chair) at Fife Council and senior officials from Scottish Enterprise, SEPA, Transport Scotland, ScotRail, Scottish Government, Visit Scotland and Fife Council.</p>