

BETTER BUSINESS SUPPORT PACKAGE

Productivity Grants/Visitor Economy Development Grants/Skills Grants

Terms and Conditions (April 2025)

Major - Grants between £5,000 and £75,000

1. Background

The grants noted above to which these Terms and Conditions apply (in each case, a “**Grant**”) form part of the Better Business Support Package (the “**Package**”), a Government of Jersey initiative designed to increase productivity and protect competitiveness during the transition to a living wage. The Grants are designed to enable employers in all business sectors in Jersey to enhance productivity, invest in employee training, or develop new opportunities in the visitor economy sector.

2. Key stakeholders

The key stakeholders involved with these Grants are:

- **The Department for the Economy, Government of Jersey (acting through the Minister for Sustainable Economic Development) (the “Department”)**: which is ultimately funding the Grants and has overall oversight in relation to the Package and the Grants.
- **Jersey Business Ltd (“Jersey Business”)**: which is the Department’s Intermediary Delivery Partner responsible for the day-to-day administration, governance and monitoring of the Grants and ensuring compliance with these Terms and Conditions.
- **The “Recipient Organisation”**: which is the ultimate beneficiary of a Grant, responsible for delivering the project (in each case, the “**Project**”) outlined in the approved Grant funding application (in each case, the “**Application**”) in accordance with the Application and these Terms and Conditions.

3. Terms and Conditions

These Terms and Conditions apply as between Jersey Business and the Recipient Organisation and are designed to ensure that Grants comply with relevant legislation and represent an effective and approved use of public funds.

The Department shall have the benefit of and the right to enforce these Terms and Conditions but, subject to this, nothing in these Terms and Conditions confers or purports to confer any right to enforce these Terms and Conditions on any person other than the Recipient Organisation and Jersey Business.

4. Funding

A Grant provides financial support (up to a maximum amount of £75,000) to a Recipient Organisation on a match-funded basis. This means that, as a condition of receiving a Grant, the Recipient Organisation must pay at least 50% of the total costs of the Project to which the Grant relates.

Grants must be used solely and exclusively for the purposes of the Project as described in the Recipient Organisation's Application.

The maximum approved Grant for each Recipient Organisation is as specified at the end of these Terms and Conditions as signed and digitally returned by the Recipient Organisation in question.

If the Project costs are less than the amount stated in a Recipient Organisation's Application, the Recipient Organisation will receive a reduced pro-rata Grant based on the 50/50 grant match funding. The Recipient Organisation's attention is drawn to the reporting requirements in section 6 below, which include an obligation immediately to notify Jersey Business in writing if completion of a Project as described in the Application ("**Completion**") may not occur for the agreed cost (upwards or downwards).

Payment of the Grant will be made in two tranches. The first payment of 50% of the total approved Grant will be paid by Jersey Business after approval of the Application and following signing and digital submission of these Terms and Conditions by the Recipient Organisation. The remaining 50% of the Grant (or reduced amount, as referred to above) will be paid by Jersey Business following submission by the Recipient Organisation of documentary evidence satisfactory to Jersey Business (acting reasonably) confirming (a) full, successful and timely Completion of the Project in accordance with the Application and these Terms and Conditions, **and/or (as required by Jersey Business) (b) payment in full of the Project costs by the Recipient Organisation.**

This section 4 is subject to the Clawback Rights as described and defined in section 7 below.

5. Administration

Grants are ultimately being funded by the Department, with Jersey Business acting as intermediary delivery partner receiving, assessing and approving Applications and distributing Grant monies to successful Recipient Organisations.

Jersey Business will oversee the governance of the Grant and compliance by Recipient Organisations with these Terms and Conditions, ensuring public funds are spent appropriately and that value for money is achieved.

6. Recipient Organisation obligations

The Recipient Organisation is responsible for delivering the Project as documented in the Application in accordance with these Terms and Conditions. **The Project must be completed by the agreed deadline stated in the Application unless otherwise agreed in advance with Jersey Business.**

Without limiting the foregoing, the Recipient Organisation shall:

- Comply with all legislation, regulations, codes of practice, guidance and best practice applicable from time to time to its business and operations and the use of the Grant
- Ensure that the Grant is used solely and exclusively for the purposes of the Project as described in the Application. This includes but is not limited to ensuring that the Grant is not used to fund existing projects, staffing costs, travel and expenses, or attending trade events
- Maintain robust controls and governance procedures to ensure adherence to these Terms and Conditions. This includes but is not limited to implementing appropriate and effective safeguarding policies and procedures and risk management practices
- Pay at least 50% of the total Project costs and otherwise ensure that sufficient resources are allocated to achieve full, successful and timely Completion of the Project in accordance with the Application
- Ensure the maximum impact of the Grant and that it represents value for money
- Maintain and store securely clear and comprehensive records of the utilisation of the Grant, the progress of the Project and the Recipient Organisation’s compliance with these Terms and Conditions, including all relevant invoices, receipts and other evidence of expenditure (collectively, the “**Records**”)
- Provide copies of the Records to Jersey Business and otherwise provide Jersey Business with updates relating to the Project promptly upon request
- Submit to Jersey Business documentary evidence satisfactory to Jersey Business (acting reasonably) confirming the approved Project costs outlined in accordance with the Application have been fully paid by the Recipient Organisation.
- Co-operate fully with Jersey Business and the Department in relation to all matters arising out of or in connection with the Grant and/or these Terms and Conditions
- Immediately (and in any event no later than 3 calendar months before the agreed date for Completion of the Project) notify Jersey Business in writing of all relevant details if the Recipient Organisation becomes aware that:
 - the Project is at risk;
 - there are, or will be, or are reasonably likely to be material changes to the Project; or
 - Completion of the Project may not occur by the agreed deadline or for the agreed cost (upwards or downwards).

7. Clawback Rights

In the event of:

- non-compliance by a Recipient Organisation with these Terms and Conditions; and/or
- any overpayment of a Grant to the Recipient Organisation by the Department and/or Jersey Business,

the Department and/or Jersey Business shall have the right to withhold or recover all or any part of the Grant paid or payable to the Recipient Organisation and/or to deduct an amount equal to all or any part of the Grant from the balance of any monies otherwise due to the Recipient Organisation (in any such case, a “**Clawback Right**”).

The Clawback Right shall apply, without limitation, in situations where a Grant is used for purposes other than the Project outlined in the Application or where the Project is not completed within the agreed timeframe.

If the Department and/or Jersey Business wishes to exercise a Clawback Right, it shall notify the Recipient Organisation in writing (a “**Clawback Notice**”) of the amount of the Grant which is subject to the Clawback Right and the nature of, and reasons for, the Clawback Right being exercised. If the Clawback Notice states that an amount is to be recovered from the Recipient Organisation, the Recipient Organisation shall return the notified amount to the Department or Jersey Business (as the case may be) in full, without discount, set-off, counterclaim or otherwise, no later than 30 working days after the date of the Clawback Notice.

8. Feedback

The Recipient Organisation shall provide feedback relating to the Project, the Package and/or the Grant as required from time to time by Jersey Business and/or the Department.

Without limiting the generality of the foregoing, the Recipient Organisation shall provide full and timely responses to any surveys issued in relation to the Package and/or the Grant, both during the implementation of a Project and after Completion, to support the effective reporting of the Project and the Department’s assessment of the success or otherwise of the Package/Grant. The information to be reported within this process will relate, amongst other things, to the Application experience and the success of the Project relative to the objectives outlined in the Application.

9. Governing law

These Terms and Conditions are governed by and shall be construed in accordance with Jersey law and the Recipient Organisation submits to the exclusive jurisdiction of the Jersey courts in relation to any matters arising out of or in connection with the Grant and/or these Terms and Conditions.

10. DECLARATION

By signing and digitally submitting these Terms and Conditions on behalf of a Recipient Organisation, you confirm that:

1. You are duly authorised by the Recipient Organisation to accept, sign and submit these Terms and Conditions on its behalf;
2. The Recipient Organisation accepts and agrees to be bound by these Terms and Conditions;
3. The information provided in the Recipient Organisation’s Application is true, accurate and complete in all material respects;
4. All directors, shareholders, partners, legal and/or beneficial owners and others exercising control over the Recipient Organisation (in any such case, “**Controllers**”) will procure compliance by the Recipient Organisation with these Terms and Conditions;
5. None of the Controllers has been convicted of fraud, bribery, or any other crimes that would prevent them from acting in that capacity under Jersey law;

6. The Recipient Organisation is, and will for a minimum period of 12 months after the date of this Declaration be, able to pay its liabilities as they fall due; and
7. The Recipient Organisation consents to Jersey Business, the Department, Revenue Jersey and any other administration of the Government or States of Jersey sharing data and information received from the Recipient Organisation for the purposes of and in connection with the Grant, the Package, these Terms and Conditions and all matters (including but not limited to any enforcement actions) arising out of or in connection with them.

Noting in relation to point 7 above, the name(s) of the Recipient Organisation will remain confidential to the data sharing process and will not be disclosed except with the express written consent of the Recipient Organisation or as required in connection with the exercise of any Clawback Right.

Project Name:

Unique Application Reference:

Maximum Approved Grant Amount:

Project End Date:

Recipient Organisation Name:

Recipient Organisation Address:

Authorised Signatory Name:

Role:

Signature*:

*Please type in your full name into this box

Date: