

BETTER BUSINESS GRANT

Productivity Grant/Visitor Economy Development Grants/Skills Grants

Terms and Conditions

Minor Productivity Grants and Visitor Economy Development Grants between £1,000 and £5,000

Minor Skills Grants between £500 and £5,000

1. Background

This Grant forms part of the Better Business Support Package, a Government of Jersey initiative designed to increase productivity and protect competitiveness during the transition to a living wage.

This Grant enables employers in all business sectors in Jersey to enhance productivity, invest in employee training, and develop new opportunities in the visitor economy sector. The Terms and Conditions of this Grant outline the requirements and responsibilities of the Recipient Organisation to ensure compliance with relevant legislation and the effective and approved use of public funds.

2. Funding

This Grant provides financial support up to a maximum approved amount of £5,000 on a match-funded basis. This means the Recipient Organisation must pay at least 50% of the total project costs.

Payment of the Grant will be made in one payment following the signing and digital submission of these Terms and Conditions, and submission and verification of supporting evidence and expenditure of the project completion. The Grant must be used solely for the purposes outlined in the funding application.

3. Administration

Key Delivery Partners and Stakeholders Responsible

- **Department for the Economy:** Overall administration and governance of the Grant.
- **Jersey Business Ltd:** Intermediary Delivery Partner responsible for day-to-day administration, governance and monitoring.
- **Recipient Organisation:** As the Ultimate Beneficiary, responsible for delivering the project outlined in the approved application and in accordance with the terms of these Terms and Conditions.

This Grant is being made available by the Department for the Economy, Government of Jersey (The Authority) and Jersey Business Ltd acting as intermediary delivery partner distributing Grant monies to successful applicants (the Ultimate Beneficiary).

Jersey Business Ltd will oversee the governance and compliance of the Grant, ensuring public funds are spent appropriately and that value for money is achieved.

The Ultimate Beneficiary must maintain robust controls and governance to ensure adherence to the Terms and Conditions of this Grant.

The Ultimate Beneficiary should ensure sufficient resources are allocated to the nominated project agreed to in the application to ensure the completion of activities and the maximum impact of the monies to enhance productivity within the Recipient Organisation.

This should include the utilisation of monies as laid out in the Grant application, and the timely provision of clear and project-specific invoices and receipts.

4. Recipient Obligations

The Recipient Organisation is responsible for delivering the project as documented in the Grant application form, and in accordance with the Terms and Conditions of the Grant.

The project must be completed by the agreed deadline stated in the project application unless otherwise agreed in advance with Jersey Business Ltd.

The Recipient Organisation must:

- Comply with all relevant legislation, including the Public Finances (Jersey) Law 2019, the Public Records (Jersey) Law 2002, the Data Protection (Jersey) Law 2018, and the Discrimination (Jersey) Law 2013
- Ensure that the Grant is used solely for the purposes outlined in the application for funding
- Ensure that the Grant is not used to fund existing projects, staffing costs, travel and expenses, or attending trade events
- Ensure all relevant invoices, receipts and evidence of expenditure are stored securely and provided to Jersey Business Ltd as necessary.
- Provide feedback relating to the project as required by Jersey Business Ltd or the Government of Jersey, including but not limited to the participation of surveys issued by Jersey Business Ltd.
- Notify Jersey Business Ltd immediately should it become apparent that there are material changes to the project or that the project may not be completed by the agreed deadline. This should be as soon as the project being at risk is identified, and no later than 3 calendar months from the agreed deadline set out in the application form.

5. Sanctions/Clawbacks

In the event of non-compliance with the terms of the grant agreement, the Authority reserves the right to withhold or recover Grant payments.

This includes situations where the Grant is used for purposes other than those specified in the funding application or where the project is not completed within the agreed timeframe.

The Authority or Jersey Business Ltd may also deduct an amount equal to any unauthorised allocation of the Grant from the balance of any monies otherwise to be paid to the Recipient Organisation.

The Recipient Organisation agrees to return the aforesaid Grant monies in full in a timely and efficient manner, and no later than 30 working days of the repayment request.

6. Risk Management

The Recipient Organisation must maintain robust controls and governance to ensure adherence to the Terms and Conditions of the Grant. This includes safeguarding policies and procedures, compliance with relevant legislation, and effective risk management practices.

7. Project and Scheme Success

The Recipient Organisation must provide full and timely responses to the project surveys issued by Jersey Business Ltd throughout and beyond the project period to support the effective reporting of project and scheme success. The information to be reported within this process relates to the application experience, and the success of the project relative to the objectives outlined in the application.

8. DECLARATION

By signing and submitting these Terms and Conditions you confirm that:

1. You are the nominated and authorised representative within the Recipient Organisation to accept the Terms and Conditions.
2. The information provided in the organisation's application is true and correct
3. All Directors, Shareholders or similar responsible Parties commit to the key responsibilities of the Recipient Organisation and confirm that they understand the requirements laid out in this document
4. None of the directors have been convicted of fraud, bribery, or any other crimes that would prevent them from being directors according to Jersey law
5. The Recipient Organisation is able to meet its financial obligations for a minimum period of the next 12 months

6. You consent to Jersey Business, Government of Jersey and Revenue Jersey sharing data for the purpose of verifying business data confirming eligibility for Grant funding, and in the event of instigating clawback or sanction action

Noting in relation to point 6. above, the name(s) of the Recipient Organisation will remain confidential to the data sharing process and not made public unless specifically consented to by applicant.

I confirm I have read and understood the Better Business Grant Terms and Conditions, and hereby agree to uphold the requirements therein.

Unique Application Reference:

Project Name

Maximum Approved Grant Amount:

Note: If the project expenditure is less than the amount applied for, the Ultimate Beneficiary will receive an adjusted amount based on the 50/50 Grant match funding. Any material changes in the project must be reported, and any reduction in project costs will be reflected in the grant allocation.

Project End Date:

Recipient Organisation Name:

Recipient Organisation Address:

Authorised Signatory Name:

Role:

Signature:

Date: