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Margo Williamson  
Chief Executive  
Angus Council  
Orchardbank Business Park  
Forfar  
DD8 1AX  
Cc: Ian Lorimer, Director of Finance  
Cc: Helen Reid, Project Lead

Our ref: RCGF-18-06  
25/04/2019

Dear Margo,

## OFFER OF GRANT FOR ANGUS COUNCIL

The Scottish Ministers in exercise of their powers under the provisions of Section 126 of the Housing Grants, Construction and Regeneration Act 1996 hereby offer to give to **Angus Council** (“the Grantee”) a grant of up to **£2,260,000 STERLING**, payable over the financial year 2019/20 in connection with the project **RCGF-18-06 – Montrose Playhouse Project**, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Project”) and subject to the following terms and conditions:

### 1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.

## 2. Purposes of the Grant

- 2.1 The Grant is made to enable the Grantee to carry out the Project.
- 2.2 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.
- 2.3 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.
- 2.4 The main objectives/expected outcomes of the Grant are:

### PROJECT DESCRIPTION:

This project will see the transformation of a derelict former swimming pool in the town centre of Montrose into a community hub for arts and education. The project will include an adaptable three screen cinema, education and exhibition spaces.

In delivering the project the Grantee shall also consider the following steps:

- Steps that might promote fair working practices, including payment of the Living Wage as this related to the Grantee's areas of responsibility;
  - Steps that might further promote and protect the rights of children and young people, consistent with the requirements of the United Nations Convention on the Rights of the Child (UNCRC) as this related to the Grantee's areas of responsibility.
- 2.5 The targets/milestones against which progress in achieving objectives/expected outcomes shall be monitored are considered those detailed at section 3.14 and section 3.15 of the approved RCGF application dated 16/11/2018.
  - 2.6 The eligible costs for which the Grant can be claimed are those detailed at section 5 of the approved application form. Any changes to these costs must be approved in advance.
  - 2.7 The eligible costs exclude:
    - Any Value Added Tax (VAT) reclaimable by the Grantee.

## 3. Payment of Grant

- 3.1 The Grant shall be paid by the Scottish Ministers to the Grantee in accordance with the terms of **SCHEDULE 1** attached.
- 3.2 The Grantee shall within 1 month following the end of each financial year in respect of which the Grant has been paid or of receiving the final instalment of the Grant submit to the Scottish Ministers a statement of compliance with the Conditions of the Grant using the form of words provided in **SCHEDULE 3**. The statement shall be signed by the Grantee's Chief Executive or Director Finance.
- 3.3 In the event that the amount of the Grant paid by the Scottish Ministers to the Grantee at any point in time is found to exceed the amount of the expenses reasonably and properly incurred or

required by the Grantee in connection with the Project the Grantee shall repay to the Scottish Ministers the amount of such excess within 14 days of receiving a written demand for it from or on behalf of the Scottish Ministers. In the event that the Grantee fails to pay such amount within the 14-day period, the Scottish Ministers 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.

- 3.4 The Scottish Ministers shall not be bound to pay to the Grantee, and the Grantee shall have no claim against the Scottish Ministers in respect of, any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year as set out in **SCHEDULE 1**, unless otherwise agreed in writing by the Scottish Ministers.

#### 4. Inspection and Information

- 4.1 The Grantee shall keep the Scottish Ministers fully informed of the progress of the Project in the form of monitoring reports and claims as detailed in Schedule 1, part 2. Details shall include 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.
- 4.2 Revisions to targets/milestones against which progress in achieving objectives/outcomes are monitored shall be subject to the written agreement of the Scottish Ministers.
- 4.3 The Grantee shall, on completion of the Project, submit a report to the Scottish Ministers summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the Scottish Ministers.
- 4.4 The Grantee shall also provide any other information that the Scottish Ministers may reasonably require to satisfy themselves that the Project is consistent with the Agreement. The Grantee shall provide the Scottish Ministers with prompt access to any information they reasonably require to ensure compliance with these Conditions.
- 4.5 The Grantee shall keep and maintain for a period of **6 years** after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the Scottish Ministers by way of the Grant. The Grantee shall afford the Scottish Ministers, their representatives, the Auditor General for Scotland, his/her representatives and such other persons as the Scottish Ministers may reasonably 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 Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.
- 4.6 In the event of the Grantee becoming aware of or suspecting any irregular or fraudulent activity that may have any impact on the Project or on the use of the Grant, or any part of it, the Grantee shall immediately notify the Scottish Ministers of such activity and provide such other information as the Scottish Ministers may reasonably require in relation to the impact on the Project and the use of the Grant.

- 4.7 The grantee shall immediately inform the Scottish Ministers of any change in its constitution for example, but not limited to, a change in status from one type of body corporate to another.

## 5. Confidentiality and Data Protection

- 5.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.
- 5.2 Notwithstanding the above, the Grantee may disclose any information as required by law or judicial order. All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, 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 Scottish Ministers 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 by both parties that the Scottish Ministers 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.
- 5.3 The Grantee shall ensure that all requirements of the Data Protection Laws are fulfilled in relation to the Project.
- 5.4 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 Grantee should note that where a payment is made in excess of £25,000 there will 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.

## 6. Disposal of Assets

The Grantee shall not, without prior written consent of the Scottish Ministers, dispose of any asset funded, in part or in whole, with Grant funds within 15 years of the asset being acquired or developed. During that period the Scottish Ministers 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. The Scottish Ministers shall also be entitled to the relevant proportion of any proceeds resulting from any provision included as a condition of sale. Where Grantees are assisting third party organisations, by providing grant on property not owned by the Grantee, or where the grantee subsequently transfers ownership, they must place a clawback provision and security on the property to ensure this condition can be met.

## 7. Publicity

The Grantee shall where reasonably practicable acknowledge in all publicity material relating to the Project the contribution of the Scottish Ministers to its costs. The Scottish Ministers may require to approve the form of such acknowledgement prior to its first publication.

## 8. Intellectual Property Rights

- 8.1 All Intellectual Property Rights are hereby assigned to and shall vest in the Crown or its assignees.
- 8.2 The Grantee shall ensure that nothing contained in any materials produced or submitted to the Scottish Ministers by the Grantee 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 the Scottish Ministers against all actions, proceedings, claims and demands made by reason of any such infringement.

## 9. Default and Recovery etc. of Grant

- 9.1 The Scottish Ministers 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:
  - 9.1.1 The Grantee commits a Default;
  - 9.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
  - 9.1.3 The Grantee fails to carry out the Project;
  - 9.1.4 In the Scottish Ministers' opinion, the progress on the Project is not satisfactory; or
  - 9.1.5 In the Scottish Ministers' opinion, the future of the Project is in jeopardy.
- 9.2 If, in the Scottish Ministers' opinion, the Grant or any part of it is state aid and they consider that they are required to recover such sum in order to ensure compliance with their legal obligations Scottish Ministers 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.
- 9.3 The Scottish Ministers may withhold the payment of the Grant if at any time within the duration of the Agreement:
  - 9.3.1 The Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee 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 Grantee is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
  - 9.3.2 Where the Grantee is an individual, if a petition is presented for the Grantee's bankruptcy or the sequestration of his estate or a criminal bankruptcy order is made against the

Grantee; or the Grantee makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

9.3.3 A receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the Grantee's property, or circumstances arise which would entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.4 In the event that the Grantee becomes bound to pay any sum to the Scottish Ministers in terms of clause 9.1, the Grantee shall pay the Scottish Ministers the appropriate sum within 14 days of a written demand for it being given by or on behalf of the Scottish Ministers to the Grantee. In the event that the Grantee fails to pay the sum within the 14 day period, the Scottish Ministers 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.

9.5 Notwithstanding the provisions of this clause 9, in the event that the Grantee is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Grantee in terms of clause 9 for such period as they see fit, and may give written notice to the Grantee requiring it to remedy the breach within such period as may be specified in the notice. In the event of the Grantee failing to remedy the breach within the period specified, the Grantee shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.

9.6 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

## **10. Assignation**

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

## **11. Termination**

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

## **12. Corrupt Gifts and Payments of Commission**

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

### 13. Continuation of Conditions

- 13.1 These Conditions, except for Condition 6, 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.
- 13.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

### 14. Compliance with the Law

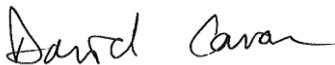
The Grantee shall ensure that in relation to the Project, they and anyone acting on their behalf shall comply with the relevant law, for the time being in force in Scotland.

### 15. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedules, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant and Schedules to Fiona Brittle, Policy Officer, Regeneration Investment Team, Social Justice and Regeneration Division, Atlantic Quay, (AQ4 -4), 150 Broomielaw, Glasgow, G2 8LU. You should retain the second copy of the offer of Grant and Schedules for your own records.

Yours sincerely



**David Cowan**  
**Head of Regeneration Unit**  
**25/04/2019**

## GRANT ACCEPTANCE

On behalf of **Angus Council** I accept the foregoing offer of Grant by the Scottish Ministers dated 25/04/2019 on the whole terms and conditions as set out in the letter and annexed Schedules. I confirm that Angus Council is solvent. I confirm that I hold the relevant signing authority.

Signed:

Print Name:

Position in Organisation of Person Signing:

Date:

Place of Signing:

Signed:

Witness Name:

Address:

Date:

Place of Signing:



## SCHEDULE 1

### PART 1: THE PROJECT

Angus Council

RCGF-18-06

**GRANT AWARDED: £2,260,000**

### PART 2: PAYMENT OF GRANT

1. The total Grant of up to £2,260,000 shall be payable by the Scottish Ministers to the Grantee on receipt of a completed claim for Grant in the form set out in **SCHEDULE 2** together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant and paragraph 9 below.
2. The total Grant that shall be payable over the financial year 2019/2020 is £2,260,000. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. Any change to the profile or to the overall costs of the Project as described in approved application shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant or the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted.
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred or shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within four weeks of receiving a claim and any required documentation and information relevant to the claim.
7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 15 April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2  
PART 1 – PROJECT DETAILS**

<b>1 Project details</b>		
<b>1.1 Project Lead</b>		
<b>1.2 Reference number</b>		
<b>1.3 Project title</b>		
<b>1.4 Project start date</b>		<b>1.5 End Date</b>
<b>1.5 Contract let date</b>		

<b>2. Monitoring Report and Claim</b>		
<b>2.1 Please indicate type of report submitted</b>	<b>Monitoring Report and Claim number:</b>	
	<b>Final Monitoring Report and Claim</b> (one month after the project end date unless agreed otherwise)	<input type="checkbox"/>
	<b>Project Completion Report</b> (12 months after the project end date unless agreed otherwise)	<input type="checkbox"/>
<b>2.2 Monitoring and claim period covered</b>	From	To

**PART 2 – GRANT CLAIM**

<b>3 Financial profile</b>	
<b>DIRECT PROJECT DELIVERY COSTS</b>	
<b>3.1 Total project cost</b>	
<b>3.2 Total costs declared in previous claims</b>	
<b>3.3 Total costs declared this claim</b>	
<b>3.4 Total costs declared to date (including this claim): 3.2 + 3.3</b>	
<b>3.5 Total costs estimated next claim</b>	
<b>3.6 Estimated final total project costs</b>	
<b>REGENERATION CAPITAL GRANT FUND AWARD</b>	
<b>3.7 Total grant approved:</b>	
<b>3.8 Total grant claimed in previous claims</b>	
<b>3.9 Grant requested to be paid in this claim</b>	
<b>3.10 Total grant claimed - 3.8 + 3.9</b>	
<b>3.11 Total grant estimated next claim</b>	
<b>3.12 Forecasted final total grant claim for project</b>	
<b>Comments:</b>	

**PART 3 – APPROVED COSTS, CHANGES AND EXPENDITURE BREAKDOWN**

**4. Summary of actual expenditure to date – transaction list**

Please complete the transaction list\* to provide a list of all discrete items of expenditure relevant to the above period and the type of documentary evidence available to substantiate each amount.

A completed transaction list should be emailed as an excel document together with the claim.

*\* Transaction list template will be emailed to project contact once the acceptance of the Offer of Grant is received.*

**5. Approved costs and variance**

5.1 Please provide full Project costs breakdown as approved in the application form.

5.2 Have there been any changes to the approved Project costs?

Yes

If yes, please provide details of all changes in the table and reason for variance in comments section below.

No

5.3 Cost heading	5.4 Approved cost	5.5 Revised cost	5.6 Variance (+/-)
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
<b>Total</b>	<b>£</b>	<b>£</b>	<b>£</b>

Comments:



## 6. Project funding breakdown

Please provide a full Project funding breakdown as approved in the application form.

Please clarify the reasons for any changes to the funding package in the comments section below and provide information on how any shortfall will be met.

NOTE: Total funding (6.2) should equal total project costs (3.1).

Please provide below details of all funding received to date.

Please highlight any additional funding not identified in the approved application and clarify what it will cover in comments below.

6.1 Source	6.2 Amount	6.3 Confirmed Y/ N	6.4 Date confirmed/ expected	6.5 Total received to date
As per approved application:	£			£
	£			£
	£			£
	£			£
	£			£
	£			£
	£			£
<b>Additional sources identified:</b>				
	£			£
	£			£
	£			£
<b>Total</b>	£			£
<b>RCGF</b>	£			£
<b>Total funding</b>	£			£

Comments:



**PART 4 – MONITORING**

<b>7. Progress to date</b>	
<p><b>7.1 Please provide an update on your project progress over the reporting period stated in section 1.</b></p> <p>Please answer the following queries. If any answer is 'No' please provide clarification below.</p>	
<p><b>Do you expect to claim the grant awarded for 2019/20 in full and before the end of March 2020?</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Has the main works contract been awarded?</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>Do the project timescales, scope and indicators remain as described in the approved application?</b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b>7.2 Please indicate which of the key tasks/milestones detailed in section 2, paragraph 7 of your application have been achieved and where these still require to be achieved provide detail on progress below.</b></p>	
<p><b>7.3 FINAL MONITORING REPORT AND PROJECT COMPLETION REPORT ONLY</b></p> <p>Has the Project aim been achieved? Has it been delivered as planned?</p> <p>Please address the following queries:</p> <p>Has the project made a difference to the lives of the local community? How it has been measured? Have benefits been reviewed? How the development is being used?</p>	

<b>8. Regeneration Strategy supporting outcomes</b>	
<b>8.1 Please list the outcomes approved in section 3, paragraph 14 in the approved application and provide an update. Any additional outcomes not identified at the application stage can also be added below. Lines can be added if required.</b>	
<b>8.2 Regeneration Strategy Outcome</b>	<b>8.3 Progress achieved to date</b>
<b>Economically Sustainable Communities</b>	
<b>Physically Sustainable Communities</b>	
<b>Socially Sustainable Communities</b>	
<b>Comments:</b>	

<b>9. Project outputs and outcomes</b>				
<b>9.1 Please provide details of the Project outputs and outcomes achieved to date in line with section 3, paragraph 15 of the approved application. Please ensure that any additional outputs which were included in the approved application are also shown in the table below.</b>				
<b>9.2</b>	<b>Confirm and provide outline on what steps will be/ have been taken</b>			
In delivering the project we have considered steps that might promote fair working practices, including payment of the Living Wage				
In delivering the project we have considered steps that might further promote and protect the rights of children and young people.				
<b>9.3</b>	<b>Targets</b>		<b>Achieved</b>	
	<b>Approved</b>	<b>Revised</b>	<b>This report</b>	<b>Total to date</b>
Number of new jobs created				
Number of construction jobs supported				
Number of existing jobs supported				
Number of training places created				
Number of buildings refurbished brought back into use				
Amount of business space created or modified - m2				
Total sq m of building created or refurbished				
Vacant or Derelict Land remediated , de-risked or brought back into use specifically in relation to temporary or permanent greening - ha				
Vacant or Derelict Land remediated , de-risked or brought back into use - ha				
Number of community facilities supported				
Number of businesses/ enterprises benefiting from supported facilities				
Number of renewable energy and resource/ energy-efficiency projects supported				
Carbon reduction as result of environmental improvements made				

Comments:

## 10. Project publicity

10.1 Please provide details of any work undertaken to publicise and promote this Project, including press articles, media events, social media campaigns, local newsletters, consultations, events and others.

Has the project been shortlisted for any awards?

Please provide examples of press releases or leaflets.

Note: Please ensure that support from the Regeneration Capital Grant Fund is acknowledged. If you require a copy of the logo please email [rcgf@gov.scot](mailto:rcgf@gov.scot)



**PART 5 – PROJECT CONTACT AND BANK DETAILS**

<b>11 . Lead Applicant contact details</b>	
<b>11.1 Name</b>	
<b>11.2 Email and phone number</b>	

<b>12. Bank details</b>	
Please ensure that bank details match those provided with the grant acceptance. If the details changed please notify the RCGF team immediately.	
<b>12.1 Account name</b>	
<b>12.2 Bank name</b>	
<b>12.3 Address line 1</b>	
<b>12.4 Address line 2</b>	
<b>12.5 Postcode</b>	
<b>12.6 Sort code</b>	
<b>12.7 Account number</b>	
<b>12.8 Payment reference</b>	

**PART 6 – SIGNATURE AND DECLARATION**

<b>13. Declaration</b>	
We hereby claim total grant of £ _____ in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 25 April 2019 and the Schedules attached thereto.	
I confirm I have the relevant signing authority and supplementary information to support the above claim has been retained and is available on request.	
I understand that the grant awarded for the financial year 2019/20 must be drawn down before the end of March 2020 (either on a basis of incurred costs or having the binding contract/s in place) and I will inform the Scottish Government immediately should any delays or difficulties in the project delivery occur.	
<b>Signature</b>	
<b>Name in block capitals</b>	
<b>Designation/ job title</b>	
<b>Date</b>	
<b>Telephone</b>	
<b>E-mail</b>	

Please email the signed scanned copy to [rcgf@gov.scot](mailto:rcgf@gov.scot) together with a supporting transaction list and other relevant documents.

### SCHEDULE 3

#### STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

##### RCGF-18-06 – Montrose Playhouse Project

This is to confirm that the grant claimed by Angus Council in relation to the above Project during the financial year ended 31 March 2020 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of Angus Council.

Signed:

Name in block capitals:

Position:

Date:

## SCHEDULE 4

### DEFINITIONS

“**Agreement**” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“**Conditions**” means these grant conditions;

“**Data Protection Laws**” means any law, statute, subordinate legislation, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body including the Data Protection Act 1998, the Data Protection Act 2018 and any statutory modification or re-enactment thereof and the GDPR.

“**Default**” means:

- 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);
- b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“**Financial Year**” means a period from 1 April in one year until 31 March in the next;

“**Grant**” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“**Grantee**” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“**Intellectual Property Rights**” means 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.

“**Project**” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“**Payment**” means each of the payments specified in Schedule 1 hereto.