# Cavan County Council

## Festival & Events Grant Scheme 2019 - Terms and Conditions

**About the scheme**

The main purpose of the Festival & Events Grants Scheme is to provide financial assistance to groups and organisations engaged in festivals or events at a local level. The emphasis of the scheme is on providing funding for a diverse range of projects thus ensuring that the limited financial resources available are used to the maximum benefit of the community at large.

**General Conditions**

1. The group must have:
* An acceptable constitution of set of rules governing its membership, operations

and management.

* Proper procedures and policies in place
* A Child Protection Policy including a vetting procedure (where activity includes

children and young people under 18)

* A reasonable expectation of continuity.

2. The Freedom of Information Act applies to all records held by Cavan County Council.

3. Documentation to be submitted with the application form:

* A copy of minutes of a meeting held by your group within the past six months

and an up to date bank/post office statement

### 4. The scheme will not fund:

* Ongoing running costs.
* Servicing of debt repayments.
* Activities where adequate statutory funding is clearly available

5. We will not fund groups that have received a grant towards their festival/event for the

 previous three years in succession.

6. Any unspent grant monies **must** be returned to Cavan County Council.

7. Depending on size of festival/event, the approval of the Planning Authority must be sought.

8. The attached sheet on insurance must be read, understood and accepted as forming

 part of the conditions of the grant scheme.

**Selection Criteria**

When the grants are being decided, the Municipal District Members will consider the following:

* The number of days the festival/event is running for
* The number & type of applications received per Municipal District Area

**Approval and Payment:**

Municipal District members will assess applications against these guidelines. The Chief Executive will approve grants after they have been evaluated by the relevant Municipal Districts.

We will only pay the grant to the trustees of the organisation. Payments will be made directly to the bank or financial institution where your group holds an account. We will pay grants in arrears after you produce evidence of expenditure (invoices, bank statements/receipts and brochures/photos of the event/festival). In certain circumstances, we can pay half the grant in advance and the balance upon completion of the event/festival.

If we award a grant to any particular project, it does not mean we are authorising the provision of the project or the carrying out of works.

Cavan County Council may choose to review, change, or cancel this scheme at any time.

The total level of grant will be based on an annual allocation by Cavan County Council. Grants will not normally exceed €1,000 per project, per year. We will try to ensure that funding is distributed equally between the three Municipal District areas. The level of funding is determined on the number and type of applications received in the Municipal District Area.

 **Cavan County Council**

It will be a condition of any application for funding under the terms and conditions of the **Cavan County Council Festival Grants Scheme** that the applicant has read, understood and accepted the following:

1. Cavan County Council shall not be liable to the applicant or any other party, in respect of any loss, damage, grant recipient expense or costs of any nature arising directly or indirectly from:

a.    The application or the subject matter of the application.

b.    The rejection for any reason of any application.

c.    The carrying out of the activity and/or the implementation of the purpose for which the application for funding was made.

d.    The state of repair and condition and/or use of any building or property concerned in any application for funding.

e.    The state of repair and condition of and/or use of any equipment or facilities concerned in any application for funding.

2.   Cavan County Council shall not be held responsible or liable, at any time in any circumstances, in relation to any matter whatsoever arising in connection with the administration of activities for which any application for funding has been made.  The Grant Recipient agrees to be responsible for any loss, damage or injury whatsoever or howsoever caused to persons, animals or property, including persons working for the Grant Recipient arising out of the implementation of this grant; the Grant Recipient further agrees to be responsible for making payment of any compensation arising on foot of any claim for damages or otherwise whatsoever.

3.   The Grant Recipient agrees to be responsible for any loss, damage or injury whatsoever or howsoever caused to persons, animals or property, including persons working for the Grant Recipient arising out of the  implication of this grant; the Grant Recipient hereby agrees to fully indemnify Cavan County Council in respect of any actions, expenses, costs, claims, damages and other liabilities whatsoever in respect of the injury to or death of any person, or damage to any property howsoever arising directly or indirectly out of:

a. The state of repair & condition of any property, premises or location at which any grant funded activity is carried out.

b. The User of any property, premises, location at which any grant funded activity is carried out.

c. Any works carried out or in the course of being carried out on any property, premises or location at which any grant funded activity is carried out.

d. Any activity or activities in which the Grant Recipient for funding is involved directly or indirectly.

e. The state of repair and condition of and/or use of any equipment or facilities concerned in any grant funded activity.

4. The Grant Recipient shall effect and maintain in full force and effect at all times employer’s liability insurance, public liability insurance and insurance against all risks in respect of damage to buildings, equipment or facilities used or invested in by the Grant Recipient, its servants, agents, Licensees or invitees in connection with or under this Grant Agreement.      The Grant Recipient acknowledges that Cavan County Council  is not liable for any claim by the Grant Recipient, its servants, agents, licensees and invitees, a third party client or final beneficiary arising out of any negligence (by act or omission), breach of duty of care, fraudulent or reckless statements or negligent misrepresentations by the Grant Recipient, its servants, agents, licensees and invitees and the Grant Recipient shall bring this provision to the notice of each of its clients. (**Jan 2019)**