

## PLEASE NOTE

The Community Fund welcomes applications from organisations and charities (not individuals) located in or running projects within about a twenty-mile radius of a Bakkafrost Scotland site. Preferably, applications should be nominated by a Bakkafrost employee.

1. Applications to the Community Fund are open to organisations (not individuals) based in, or delivering projects within, approximately a twenty-mile radius of an Bakkafrost Scotland site.
2. The projects must focus on supporting local causes and creating a stronger community by promoting health and wellbeing, stewardship of the natural environment, economic development, or any other local cause that Bakkafrost Scotland considers relevant.
3. One application per year per organisation – if an application is unsuccessful the organisation may reapply in the same year for the next tranche of funding.
4. Successful applicants of the Community Fund agree that any funds awarded shall be utilised only in accordance with the purpose for which the funds were awarded directly related to this Community Fund application.
5. Successful applicants agree to participate in any publicity, media and other publications in relation to the funds awarded by Bakkafrost Scotland, and the applicant must always acknowledge the funding received from Bakkafrost Scotland to support the work undertaken by the organisation.
6. Bakkafrost Scotland shall be entitled to promote and publicise the Community Fund on its website and in the wider media and use the name of the applicant(s) and the project funded for this purpose.
7. The successful applicant(s) agree to comply with all applicable laws in force from time to time in the UK, including anti-corruption, anti-bribery and fundraising governance and regulations.
8. Successful applicants agree that the funds awarded shall be utilised within 12 months, or such other time period as agreed in writing with Bakkafrost Scotland (subject to Bakkafrost Scotland being informed of any delays or threats to the delivery of the project). The successful applicants are responsible for managing the use of the funds including any budget for any projects and/or activities in connection with this Community Fund and any awarded monies.
9. Payment of funds:
  - a. The award of any funds under £1,000 shall be paid in one instalment, to the bank account details provided with this Community Fund application.
  - b. Subject to clause 9, the award of any funds between £1,001 and £5,000 shall be paid in quarterly instalments (or as otherwise agreed in writing with Bakkafrost Scotland) as will be outlined to you upon being notified that your organisation's application has been successful, or such other instalment schedule as agreed in writing with Bakkafrost Scotland.
10. Evidence of appropriate expenditure must be provided following any award within five business days of Bakkafrost Scotland notifying you of its request. Where funds are being paid in instalments in accordance with clause 8(ii), Bakkafrost Scotland reserve the right to request evidence of appropriate expenditure of the previous instalment before transferring any subsequent instalments.
11. Bakkafrost Scotland reserves the right to require the funds to be repaid in full:
  - i. if a successful applicant ceases to progress the project or purpose for which the funds were awarded in accordance with clause 4;
  - ii. if Bakkafrost Scotland become aware that the successful applicant is involved in immoral, unethical or illegal activity;
  - iii. if evidence of appropriate expenditure cannot be adequately vouched in accordance with clause 8; or
  - iv. if a successful applicant is a charity and said charity initiates the process of winding up without utilising the funds in accordance with clause 4.
12. Bakkafrost Scotland reserves the right to require funds to be repaid in part if a successful applicant utilises the funds to progress the project or purpose for which the funds were awarded in accordance clause 4 but does not complete the project or purpose in full. Bakkafrost Scotland, upon receiving appropriate vouching of expenditure on the partly fulfilled project or purpose, can then request any remaining unspent funds to be returned to Bakkafrost Scotland.
13. The award of any funds must not be used to replace statutory funding.
14. The successful applicants shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of the rights and obligations set out in these Terms and Conditions without the prior written consent of Bakkafrost Scotland. The successful applicants shall always remain responsible for the actions and omissions of any agents, contractors and/or subcontractors.
15. No variation of these Terms and Conditions shall be effective unless it is in writing and signed by an authorised signatory of Bakkafrost Scotland.
16. All entries will be reviewed and assessed against the above criteria and the responses requested in the entry form.
17. Applications will be reviewed by an internal panel and the panel's decision is final.
18. Awards of any funds are entirely at Bakkafrost Scotland discretion.
19. These Terms and Conditions shall be governed by Scots law and each party agrees to the exclusive jurisdiction of the Scottish Courts.