

TERMS AND CONDITIONS

Power to the people fund

1. Definitions

1.1. In these Terms and Conditions:

1.1.1. “Application” means the Power to the People Fund application form available on Guernsey Electricity’s website You complete requesting Funding;

1.1.2. “Contract” means these Terms and Conditions, Our Guidelines and Your Application, together all of which forms Our contract with You;

1.1.3. “Environmental Initiatives Group”, “Environmental Sustainability Manager”, “Environmental Sustainability Strategy”, “Environmental Vision”, “Climate Change Statement” and “Environmental Management System” mean the Environmental Initiatives Group, Environmental Sustainability Manager, Environmental Sustainability Strategy, Environmental Vision, Climate Change Statement and Environmental Management System of Guernsey Electricity;

1.1.4. “Environment” and “Local Community” means the environment and local community of the Bailiwick of Guernsey;

1.1.5. “Fund” means the Guernsey Electricity Power to the People Fund;

1.1.6. “Funding” means the funding from the Guernsey Electricity Power to the People Fund We give You for the Project;

1.1.7. “Guidelines” mean Guernsey Electricity’s guide for applicants;

1.1.8. “Project” means the project You described in detail within Your Application;

1.1.9. “Terms and Conditions” mean these terms and conditions;

1.1.10. “We”, “Us”, “Our”, “GEL”, “Guernsey Electricity,” mean Guernsey Electricity, Northside, Vale, Guernsey, GY1 3AD and any affiliates or associate entities, including our directors, officers, agents and employees.

1.1.11. “You”, “Your” means the person or organisation named as the applicant in your Application and any affiliates or associate entities, including your directors, partners, trustees, officers, agents and employees.

2. Applying for Guernsey Electricity's Power to the People fund

2.1. By completing and submitting Your Application to Guernsey Electricity, You are applying for Funding from Guernsey Electricity's Power to the People Fund and prior to submitting Your Application You confirm You have also read and agreed to these Terms and Conditions and Our Guidelines. You also accept You may not succeed with Your Application and that Our decision is final.

2.2. By completing and submitting Your Application to Guernsey Electricity, You agree any Funding you receive is subject to the information You provide in Your Application and is also subject to these Terms and Conditions and Our Guidelines.

2.3. You must complete in detail the information requested in the Application which can be found online at www.electricity.gg/power-to-the-people. Your Application needs to give a strong enough sense of key aspects of the Project to enable an assessment to be made of the likelihood of the Project meeting its objectives.

2.4. The Project should have clear aims. Your Application must provide information on all the elements listed below:

2.4.1. The case for the importance or need for the Project;

2.4.2. Specification of how the Project will meet all of Guernsey Electricity's criteria for Funding and supports Guernsey Electricity's Environmental Vision, Climate Change Statement, 5 year Environmental Sustainability Strategy and Environmental Management System requirements;

2.4.3 The beneficiary / beneficiaries of the Project;

2.4.4. Specification of the budget to include: i) how the Funding will be spent, ii) whether the budget is based on firm quotes or estimates, iii) how any additional costs of the Project, not subject of the Funding, will be met, and iv) how any unexpected additional costs of the Project will be met;

2.4.5. The wider environmental impact of the Project that is to be funded;

2.4.6. A realistic timeline of the Project from beginning to end (preferably within a 12 month period, any extension of which is subject to these Terms and Conditions and Guernsey Electricity's discretion) with a proposed start date, estimated end date and the timing of key steps or milestones in the delivery of the Project;

2.4.7. Sufficient background information about You or Your organisation and the key people who will deliver the Project so that We may judge how likely the Project is to be successfully delivered (for example, a track record in past delivery of similar projects or brief CV of key personnel); and

2.4.8. The name and contact details of two independent referees, to whom We may refer for an opinion on Your Application and Your Project. You consent to Us contacting Your two independent referees and disclosing details of Your Application and Your Project to them.

2.5. If We require more information from You, we will contact You by email or via other contact details You have provided to Us in Your Application. In general, You can email Us at communications@electricity.gg.

2.6. Only one Application per person or organisation per project will be considered. Duplicated or multiple applications will not be considered and may disqualify Your request for Funding.

2.7. We will decide which projects to support after We have reviewed all the applications received within the relevant time period as outlined in Our Guidelines. These applications will be reviewed by Our internal Environmental Initiatives Group and Environmental Sustainability Manager to ensure successful applications align with Our Environmental Vision, Climate Change Statement, the 2020–2025 Environmental Sustainability Strategy and also comply with Our Environmental Management System requirements. We will notify You of Our decision. We can only provide feedback on successful applications.

2.8. We may display details of successful projects on Our website. We will notify You prior to displaying details of Your Project should Your Application be successful. You consent to Us publicly displaying such details.

3. Projects the Fund will support

Please refer to Power to the people guidelines

4. Projects the Fund will not Support

4.1. The following applications will **not** be considered:

4.1.1. Overseas projects or trips for individuals and groups;

4.1.2. Support to political parties or political causes;

4.1.3. Promoting political activities or religious beliefs or similar causes unless proven to wholly benefit the Environment and Local Community;

4.1.4. Support to religious bodies (except where the project is wholly for the benefit of the Environment and Local Community);

4.1.5. Year–end deficits;

4.1.6. Support to an individual or small group of individuals or support personal appeals by, or on behalf of, an individual or small group of individuals;

4.1.7. To fund salaries or management costs;

4.1.8. Anything that would replace funds provided by government or statutory authorities and that does not bring additional benefits to the Environment and Local Community;

4.1.9. Those intended to make grants or offer funding to any third party persons or organisations whether worthy or otherwise;

- 4.1.10. Any projects started before We decide to fund them;
 - 4.1.11. Projects for which public authorities are responsible;
 - 4.1.12. Sponsored events;
 - 4.1.13. Projects which are unlawful and/or immoral and/or unethical;
 - 4.1.14. Projects not within the Bailiwick of Guernsey; and
 - 4.1.15. Projects which, in Our opinion and in exercising Our sole discretion decide, could harm the reputation of Guernsey Electricity.
- 4.2. The list of excluded applications set out in Clauses 4.1.1. to 4.1.15. above is not exhaustive and Guernsey Electricity reserves the right to exercise its discretion in refusing to fund any application for any other reason or reasons.

5. *Our Contract with You*

- 5.1. By completing and submitting Your Application to Guernsey Electricity and accepting the Funding You also accept Your obligations arising from these Terms and Conditions, from Our Guidelines and from completing and submitting Your Application to Us. You accept that Your Application, these Terms and Conditions and Our Guidelines together form Our Contract with You.
- 5.2. We will confirm if You are successful with Your Application by writing to You at the e-mail address entered on Your Application or via other contact details You have provided to Us in Your Application.
- 5.3. We can change or vary the terms of Our Contract with You by giving You reasonable notice of the change or variation.

6. *Your Obligations*

- 6.1. You will act in good faith when administering and carrying out the Project. You will not give Us false, inaccurate or misleading information about Your Project or use the Funding for anything other than the Project set out within Your Application and agreed with Guernsey Electricity.
- 6.2. You can only spend the Funding to carry out the Project described within Your Application.
- 6.3. You agree and confirm You shall:
- 6.3.1. Acquire all the necessary permissions before commencing Your Project, keeping them current and comply with all obligations and legal and regulatory requirements arising from them;
 - 6.3.2. Maintain clear and accurate records of how You spend the Funding; and

6.3.3. Immediately share records of the Project with Us if We ask You to.

6.4. You agree not to transfer any part or all of the Funding out of the Bailiwick of Guernsey.

6.5. You agree not to transfer or assign any of Your rights and obligations under Our Contract with You to any other person or organisation whatsoever unless You have the prior written authority from Guernsey Electricity to work with them to carry out the Project.

6.6. We will not accept any changes whatsoever to Our Contract with You unless We agree to them in advance and in writing.

6.7. When We communicate with You by post We shall assume You received Our communication after three full working days if we do not receive an acknowledgement from You earlier and so long as such post is not returned to Us. If We write to You by email We will assume You received it the next working day if we do not receive an acknowledgement from You earlier and so long as such email is not returned to Us.

7. Our Obligations

7.1. We will act responsibly, comply with all relevant laws and regulations including those relating to funding Environment and Local Community projects and data protection.

8. Report of Project Progress

8.1. We may make a reasonable request for You to report on the benefits achieved by the Project. You agree to report to Us promptly and in the detail We request. If We ask to meet with Your affiliates or associate entities, including Your directors, partners, trustees, officers, agents and employees they must do so upon reasonable notice being provided by Us.

8.2. You must provide Us with any additional information or documents We ask for to verify that You only used Your Funding for the Project in accordance with Our Contract with You.

8.3. We may use Your report(s) or some of its content to publicise the Guernsey Electricity Power to the People Fund and You consent to such disclosure and publicity for such purpose.

8.4. When the Project is complete or otherwise terminated You agree to submit a post Project report in a form We request. We may also ask for updates after the Project is completed.

9. Publicity and Marketing

9.1. Subject to Clause 12 below, You accept We may use information including images provided by You for publicity or marketing purposes and You consent to such disclosure for such purposes. We may publicise details of the Project online and elsewhere and without notice, to promote the Guernsey Electricity Power to the People Fund. You agree We may edit or change the wording of any content You give to Us and You consent to such editing or changes for such purposes.

9.2. You must give Us prior written notice of Your intention to mention the Guernsey Electricity Power to the People Fund in Your own publicity or marketing. You agree to follow any Guernsey Electricity brand guidelines We give You when You mention the Guernsey Electricity Power to the People Fund in Your own publicity or marketing. For the avoidance of doubt, it is Your responsibility to promote Your Project.

9.3. Subject to Clause 12 below, if You supply Us with any photographs, logos, trademarks or other intellectual property rights, You grant Us worldwide and irrevocable licence to use, publish and reproduce them in any media, wherever and whenever We so choose. Guernsey Electricity shall have no obligation to inform You of its publicity and marketing initiatives.

9.4. Subject to Clause 12 below, as regards any photos, logos, trademarks or other intellectual property rights You give Us, You warrant and confirm You have:

9.4.1. Ownership of them;

9.4.2. The right to give Us licence to use them as described in clause 9.3 above;

9.4.3. The express written consent and permission of anyone who appears in a photo We use that We can use it in accordance with Clause 12 below;

9.4.4. The express written consent and permission of the parent or legal guardian of anyone who appears in a photo We use and who is under the age of 18 that We can use it in accordance with Clause 12 below; and

9.4.5. Confirmed they don't infringe on anyone else's intellectual property rights.

10. Return of Funding

10.1. We have the right to ask You to return all or any part of Your Funding if We have good reason to believe You used it or any part of it:

10.1.1. On anything other than the Project agreed; and/or

10.1.2. In a manner that, in the opinion of and at the sole discretion of Guernsey Electricity, goes against the purpose of the Guernsey Electricity Power to the People Fund; and/or

10.1.3. In breach of Our Contract with You.

11. Termination of Our Contract with You

11.1. Our Contract with You will continue until You have spent all Funding given to You for the Project and We have finished marketing it.

11.2. We may choose not to pay You any or all of the Funding and/or end Our Contract with You immediately if You:

11.2.1. Fail to comply with any of the terms of Our Contract with You; and/or

11.2.2. Cause serious damage to Our brand, Our reputation or goodwill whether in connection with the Project or otherwise; and/or

11.2.3. Become unable to comply with the terms of Our Contract with You or unable to maintain or complete the Project.

12. Data Protection

12.1. Information and data that belongs to You and that You give Us about the Project (including personal data and special category personal data defined by the Data Protection (Bailiwick of Guernsey) Law, 2017 (as amended) (the “**2017 Law**”) which incorporates the EU General Data Protection Regulations 2018 (“**GDPR**”)) will still belong to You but You accept We have the right to use and process it lawfully, legitimately and fairly in accordance with the provisions of the 2017 Law and GDPR.

12.2. Before You pass information and data on to Us that does not belong to You, You must arrange for the data subject(s) in question to contact Us directly so that We may use and process such data lawfully, legitimately and fairly in accordance with the provisions of the 2017 Law and GDPR.

12.3 Notwithstanding Clauses 12.1. and 12.2. above, You confirm that You can lawfully, legitimately and fairly supply all of the information and data referred to above under Your own data protection and GDPR policies and procedures.

13. Governing Law and Jurisdiction

13.1. Any disputes or claims in connection with Our Contract with You shall be governed by the laws of the island of Guernsey including the Bailiwick of Guernsey. The courts of Guernsey shall have exclusive jurisdiction.

13.2. If a court decides any part of the terms of Our Contract with You are not enforceable at law then all remaining terms shall remain in full force and effect.