

Grant Agreement

2017 NatWest Island Games
Travel Support

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Grant Agreement

1. Parties to the Agreement

This Agreement is made between:

The **STATES OF JERSEY** represented by:

Economic Development Tourism Sport and Culture Department (hereafter referred to as 'the Department')
Cyril Le Marquand House
St Helier
Jersey, JE4 8UL

and

Island Games Association of Jersey (IGAJ) (hereafter referred to as 'the Partner')
c/o Philip Rout Treasurer
20 Jardin de Haut,
La Rue De La Vallee,
St Mary,
Jersey, JE3 4JH

2. Rationale

The Partner has responsibility for coordinating the team that goes to other Islands to represent Jersey in the Island Games which take place every two years.

This supports the ambition set out in the 'Fit for the Future' strategy under 'Personal Bests' which highlights a wish 'to help Jersey's top athletes achieve their best possible performances in local, national and international competitions.'

3. Objectives & Purpose of the grant

The grant will support each athlete and agreed official by reducing individual travel costs to Gotland for the 2017 NatWest Island Games.

The grant will in particular support payment of the deposit for the chartered aircraft that will be transport the majority of athletes and officials to represent Jersey in Gotland, thus helping reduce per-capita costs.

4. Operative Period

The Agreement shall commence at the date of signing and end on July 2017. The Agreement will be subject to earlier termination in accordance with its terms.

The Agreement shall not come into force until it has been signed by both parties.

5. Description of services

The Partner shall carry out the services as described **Schedule 2** the grant will help equally divide the overall travel costs for the Jersey Team and officials, as the major constituent component of overall States of Jersey support for the Jersey Team.

6. Performance levels

The performance of the Partner means the agreed standards of performance described in **Schedule 2**.

7. Delegation of duties

The Partner shall not delegate any of its duties or obligations arising under this agreement unless first approved by the Department

8. Amount of grant, payment and repayment terms, and surplus monies

The amount of the grant paid by the Department to the Partner is £32,500 which will be in accordance with **Schedule 3** of this Agreement.

Any surplus funds at either the end of this Agreement or if the Agreement is terminated early, must be repaid to the Department within 30 days.

9. Corporate Governance

The Partner will maintain throughout the term of this agreement the Corporate Governance framework as described in **Schedule 4**.

10. Provision of reports and publication of accounts

In signing this Agreement the Partner agrees to provide accounts in accordance with the table below for the financial year in which the grant is made.

In signing this agreement the Department accepts responsibility for publishing its Accounts as set out in the table below:

Amount of Grant	Financial Accounts Provide by Partner	Publication of Accounts by Department
Between £25,000 and £75,000	Unaudited signed accounts provided with 6 months of the organisations year end	Unaudited signed accounts retained by Department and made available to Individual States members on request

A Grant Assurance Statement must be submitted by the Partner no later than 31st March of the year following payment. Organisations must supply the Grant Assurance Statement and documentation in line with the table above.

Organisations or individuals part of the Jersey Team or its officials considering applying for either a further or repeat grant must submit a Grant Assurance Statement for their grant funding at the time of the application

11 Audit and Rights of Access

The Partner, in signing this Agreement, acknowledges that they may be subject to an audit by the Department or Comptroller and Auditor General. The Partner agrees to allow unrestricted access to all files and records and provide any information requested within 30 days of the request being made.

12. Prohibited Activities

The Partner shall not carry out activities in relation to this agreement which in the opinion of the Department will bring or are likely to bring the aforementioned or the Partner into disrepute.

The Partner is not representing the Department in any way and must not incur any liabilities that could be transferred to the Department.

13. Assignment and sub-contracting

The Partner shall not assign or transfer this Agreement or any part share or interest in it to another party without the written consent of the Department.

14. Breach resolution and termination for Breach

Any party may terminate this Agreement, with 3 months' notice or such other notice period as shall be agreed, in the event of a breach of any of its terms by the other party. Such termination shall not affect any rights which the party so terminating the Agreement may have against the other party in consequence of the breach.

In the event of a breach of any of the terms of this Agreement the party not in breach may as an alternative to agreed notice serve a notice on the party in breach requiring the breach to be remedied (if capable of remedy) within a period specified in the notice not being longer than 28 days and if the breach has not been remedied before the expiry of the specified period the party not in breach may then terminate the Agreement.

15. Notification

The Partner must notify the Department in writing forthwith upon the occurrence of any fact matter or circumstance which it believes to constitute a breach of this Agreement or otherwise gives the aforementioned the right to terminate this Agreement.

16. Grievance resolution

Any grievances between the parties should in the first instance be aired at a meeting of the principal parties to the Agreement (the Department and the Partner).

Either party may call a meeting of the parties by service of not less than 14 days written notice and each party agrees to procure that at least two of its designated representatives from its Senior Management Team shall attend all meetings called in accordance with this Clause.

If the *senior officers* fail to resolve the dispute within 14 days of the meeting then the Dispute Resolution Procedure shall be deemed exhausted OR the parties shall, within that period, on the written request of either party enter into an alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the parties

17. Amendment or variation

The terms of this Agreement may only be varied by agreement in writing between the parties to this Agreement and signed by such parties.

18. Notices

Any notice or other communication required to be served under or in connection with this Agreement shall be in writing and shall be delivered in the case of the Department to its office AND any such notices shall be deemed to have been received by the addressee (if delivered by hand) at the time of delivery or (if sent by pre-paid post or facsimile) within seventy two hours of posting.

19. Warranties and Indemnity

The Partner warrants with the Department that the obligations under this Agreement and services of the Partner will be performed with due care and diligence and to such high standards of quality as it is reasonably for the Department to expect in all circumstances. if any part of the services are not performed in accordance with this Agreement then the Department shall be entitled to require the Partner promptly to improve the relevant services immediately re-perform without additional charges to the Department or the organisation being advised.

20. Joint and Several Obligations

All agreements on the part of any party which comprises of more than one person or entity shall be joint and several.

21. Compliance with Legislation

In carrying out this Agreement and the services in particular the Partner shall comply in all respects with all relevant statutes, rules, regulations and orders in force.

22. Whole Agreement

The Department and the Partner acknowledge that this Agreement including the Schedules hereto and the terms herein contain the whole Agreement between the parties.

23. Supersedes Prior Agreement

This Agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the signing of this Agreement but without prejudice to any rights which have already accrued to either of the parties.

24. Law and Jurisdiction

This Agreement shall be governed by Jersey Law in every particular including formation and interpretation and shall be deemed and construed as having been made in Jersey.

25. Data Protection

Any data gathered during the delivery of this programme must be managed in accordance with the Data Protection (Jersey) Law, 2005. The information must not be used or disclosed other than for the purposes intended or without the full consent of the Department.

26. Insurance

The Partner must have in place, and maintain throughout the term of the Agreement the appropriate insurance policies to comply with the minimum legal requirement.

27. Survival of Terms

No terms shall survive expiry or termination of this Agreement unless expressly provided herein and/or as necessary by implication.

28. Confidentiality

Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or sub-Partners where such disclosure is required for the performance of the party's obligations under this Agreement. This clause shall not extend to information which was already in the lawful possession of a party prior to this Agreement or which is already public knowledge or becomes so subsequently (other than as a result of a breach of this clause) or which is trivial or obvious. The obligations of confidentiality under this clause shall survive any termination of this Agreement.

29. Liability

Nothing in this Agreement shall be construed as restricting or excluding the liability of either party for death or personal injury resulting from its negligence or for fraud or fraudulent misrepresentation.

For the avoidance of doubt, in no event shall either party be liable to the other for any indirect or consequential loss of any nature and howsoever caused.

Nothing in this clause 29 shall affect the Customer's right to terminate this agreement in accordance with its terms

30. Insolvency

The Partner shall notify the Department in writing immediately if a bankruptcy or winding-up petition is presented on the Partner during the term of the Agreement.

31. Intellectual Property Rights

All intellectual property rights arising in respect of Grant including but not limited to trademarks, copyright, names, logos, domain names, database rights, promotional material, design rights and any other materials shall remain with Economic Development Service Level Agreement

32. Purchase of Assets

There is a general presumption that any assets disposed which were wholly or partially funded by the Grant the proceeds (or an appropriate proportion of them) should be repaid to the Department.

Schedule 1: Description of services -

Overall Description

Following the very successful Jersey team performance at the 2015 NatWest Jersey Island Games, the Island Games Association of Jersey (the Partner) will be sending a full team to Gotland in June 2017.

The Partner arranges the transport and accommodation for Team Jersey.

Recent currency fluctuations have resulted in an increase in the projected costs of at least 15% with the aircraft having to be paid for in euros and the accommodation in Swedish Krona. This has placed extra financial pressure on the Partner and also the individuals who will be competing. The Partner has requested additional States grant support to help reduce the cost to the participants representing Jersey travelling to Gotland.

The Jersey team is projected to be 293 including team managers supporting each of the 14 sports. In addition there are 14 officials. This number includes the medical team, the General Team manager, the Assistant Team Manager and several members of the executive committee.

Airline charters have been confirmed with 149 seats on one aircraft and a further two rotations of a 98 seat aircraft. The cost per seat, if all are filled, is £690 per person but is paid to the charter company in euros, with a significant deposit required in advance.

The Charter company has supplied the Partner an invoice (attached) for the total costs of the flights, the Deposit part of which is now due (€36,500), with the balance payable by the Partner by June 2017.

This figure has been converted at an exchange rate of £1= €1.12, resulting in a request for funding of £32,500

Many athletes and team participants are still in the process of raising funds to pay for their travel, therefore the States has been requested whether it can grant-fund the Deposit component of the flight costs as an advance contribution towards support for the 2017 Jersey Team presence

Schedule 2: Key performance indicators

The grant will be applied equally for all members of the Jersey team and officials attending the Games in Gotland.

Airline charters have been confirmed with 149 seats on one aircraft and a further two rotations of a 98 seat aircraft. The cost per seat, if all are filled, is £690 per person but is paid to the charter company in euros.

Team Jersey will stay in accommodation on four separate sites, at different costs ranging from £50 to £90 bed and breakfast per night - the majority average at £73 per person, per night on a bed and breakfast basis. The team will be in Gotland for 8 nights.

Based on these figures previously detailed, the average cost for each person to attend the Games in Gotland is at present :-

Flight £690, accommodation £ 560 and food £160 - Total £ 1410 per person

In the past the Partner received a grant from the Sport Leisure and Recreation Committee through the Advisory Council for Sport and Leisure, which along with fund raising always enabled the cost to be kept well below £1000 per person. Often it was much less than this.

In 2013, the Chief Minister asked Education Sport and Culture to arrange an annual grant be paid so that the Partner could plan their budget with more certainty and also avoid the need for further 'one off' grants to support athletes. As a result the Partner has received £20,000 in each year 2014, 2015 and 2016. A further grant of £20,000 will be paid for 2017.

Based on 300 people being supported, each £20,000 reduces the cost for each person by £66. This means that the cost for each person travelling to Gotland (including the 4 years of grant funding of £20k) is currently £1144.

(NB: If there had not been a fluctuation in currency this would now be less than £1,000.)

The Key Performance indicator is therefore:

- **The Partner is required to work with Team Jersey and local sports organisations in order to produce a final cost for each person travelling to Gotland in 2017 of around £1,000**

Schedule 3: Payments, timing, and repayment.

The Partner has requested the additional grant funding in order to minimise the negative effects of exchange rate fluctuations on charter flight costs payable in Euros.

The Grant will specifically cover the Deposit costs for the aircraft charters which is now imminent

The payment will be arranged as follows:

- **A single payment to the Partner of £32,500 to be made upon both parties signing the Agreement**

Schedule 4: Corporate Governance framework

The Partner is properly constituted with its own Executive Committee and governance structure.

The Partners Executive Committee is chaired by Steve Jacobs, with its Treasurer Philip Rout being responsible for receipt and allocation of funds according to an agreed process which is well documented, tried and tested with regular reporting to the Executive Committee as a whole

Schedule 5 Signatures to the Agreement

Signed for and on behalf of the Department

Economic Development

Date:

Signed for and on behalf of the Partner

Name:
Position

Date



AIR CHARTER SERVICE

INVOICE

AIR CHARTER SERVICE LIMITED
MILLBANK HOUSE
171-185 EWELL ROAD
SURBITON
KT6 6AP
UNITED KINGDOM

T: +44 (0)20 8339 8553 E: accounts@aircharter.co.uk

Invoice To:	Invoice No.	112526
Island Games Association of Jersey	Date.	14/11/2016
C/O J Speller	Account No.	1830
Frاندor	Broker Id.	LONCOMMH / LONCOMMH
Rue de la Devise	Charter No.	1000038665
Millais		
St Ouen		
Jersey		
JE3 2AG		
United Kingdom		

DESCRIPTION	VALUE EUR	VAT
For Charter of the following:		
Aircraft Type: Sukhoi Super Jet SSJ-100		
Routing: JER/VBY/VBY/JER/JER		
Jersey/VBY (VISBY) - 23/06/2017		
Jersey/VBY (VISBY) - 23/06/2017		
VBY (VISBY)/Jersey - 01/07/2017		
VBY (VISBY)/Jersey - 01/07/2017		
Deposit (due by: 18/11/2016)	36,500.00	0
Balance (due by: 02/06/2017)	109,500.00	0

TERMS: Payment by same-day Swift Telex Transfer, free of all bank charges, by 17:00 GMT on the date due for payment shown below, value dated for the same date.

For queries regarding this invoice, please contact us at accounts@aircharter.co.uk / +44 208 339 8553

Net EUR	146,000.00
VAT EUR	0.00
Total EUR	146,000.00
Due By	02/06/2017

VAT Analysis (GBP Equivalent)			
Code	Rate	Supplies	VAT
0	0.00	129,893.24	0.00

EUR - IBAN: GB20 BARC 2072 1782 0244 11
Beneficiary: Air Charter Service Plc.
Bank: Barclays Bank PLC
PO Box 13, 8 George St., Richmond, Surrey TW9 1JU.
Swift Code: BARCGB22

AMERICAS / EUROPE / AFRICA / CIS / MIDDLE EAST / ASIA / AUSTRALIA

Company Registration No: 2528006 / VAT Registration No: 911878715 / Registered in the United Kingdom
Registered Address: Air Charter Service Limited, Millbank House, 171-185 Ewell Road, Surbiton, Surrey, KT6 6AP, United Kingdom



ISLAND GAMES ASSOCIATION OF JERSEY

Founded 1986

President: Tommy Herbert MBE

Patrons: His Excellency General Sir John McColl KCB CBE DSO

Colonel John Blakford-Snell

Kevin Leach



Invoice Number IGAJ16. 2

Economic Development, Tourism, Sport & Culture Department
States of Jersey

By Email

16th November 2016

IGAJ additional Travel Grant 2016 -2017

Additional travel grant in respect of €36,500 deposit paid for second aircraft charter
@ exch rate 1.12.

Total requested £32,500.

Please forward cheques, made payable to The Island Games Association of Jersey
to the Treasurer:

Philip Rout
Hon Treasurer, IGAJ
20 Jardin de Haut
La Rue De La Vallee
St Mary
JE3 3JH

Or by direct credit to:

Nat West, St Helier
Sort Code 60-12-03
Account 69049149

Reference your name – please advise me by email if you send payment electronically