



**The Walney Extension OWF Fishing Community Projects Fund
(East Irish Sea)
2018**

Terms and Conditions

Background to the Walney Extension OWF Fishing Community Projects Fund (East Irish Sea)

In recognition of the good co-operation that currently exists between the fishing communities that operate in and around the Walney Extension offshore wind farm and the owners of the wind farm, Ørsted (formerly known as DONG Energy) wishes to further cement these good relations. Ørsted has voluntarily agreed to donate a £300,000 Fund that is to be used to support fishing community projects specifically within these fishing communities. The independent grant-making not-for-profit company, the West of Morecambe Fisheries Ltd (WMFL), has been appointed to manage the Fund.

Calls for Applications and closing date for applications

Calls for Applications to the Fund, will be open twice in 2018, firstly between January 1st 2018 and February 28th 2018, and then later between September 1st 2018 and November 30th 2018. Further similar Calls for Applications will be made in 2019 if the Fund has not been fully utilised by the end of 2018.

Important Terms and Conditions apply

Important Terms and Conditions are detailed inside the application form and only signed applications can be considered for funding. The applicant(s) must declare that they have read, understood and agreed to comply with these Terms and Conditions. These terms and Conditions are detailed in this document on pages 3 and 4 and are provided for information purposes.

DEFINITIONS USED IN THIS APPLICATION DOCUMENT

The Walney Extension OWF Fishing Community Projects Fund (East Irish Sea), herein known as the “Fund” has been donated by Ørsted (formerly known as DONG Energy) to WMFL and totals £300,000. This Fund is to be used to finance and publicise Fishing Community Projects in the Fishing Communities that operate in and around the Walney Extension offshore wind farm.

Walney Extension Offshore Wind Farm: the offshore wind farm constructed by Ørsted in the East Irish Sea, comprising all offshore structures and offshore cables.

Fishing Community: the commercial fisheries operating in and around the site of the Walney Extension offshore wind farm.

The Fishing Community Project Steering Group: The Fishing Community Project Steering Group is made up of one nominated representative of Ørsted and one director of WMFL and is responsible for selecting the Approved Fishing Community Projects.

Approved Fishing Community Projects: the community projects approved by the Fishing Community Project Steering Group

Liability: liability arising out of or in connection with any application to the Fund or any Approved Fishing Community Project, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, in each case howsoever caused including if caused by negligence.

Recoverable Liabilities: all losses (including all direct, indirect and consequential losses), liabilities, indemnified costs, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all losses (including all direct, indirect and consequential losses), liabilities, indemnified costs, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding.

GUIDANCE FOR APPLICANTS TO THE FUND

WMFL is only able to release funds to finance Approved Fishing Community Projects for the Fishing Communities that operate in and around the Walney Extension Offshore Wind Farm. Fishermen who do not operate within the vicinity of the Walney Extension Offshore Wind Farm are not eligible to apply for funding.

The Fishing Communities (fishermen/representatives) affected by the operation of the Walney Extension offshore wind farm are encouraged to submit applications for Fishing Community Project(s) that they would like to see receive funding from WMFL.

Applications that include a component of matched funding, i.e. from EU grants or other sources, are attractive, however this is not a strict condition for funding, and applications for projects without matched funding will be considered.

Applications to WMFL for funding can only be made when calls for applications are open (see dates on cover page). Applications to WMFL can only be made using this application form. No other form of application is acceptable. Applications must be received before the prescribed closing date for that call for applications.

The Fishing Community Project Steering Group is responsible for approving projects for funding and WMFL will inform all applicants of the decisions made by the Fishing Community Project Steering Group as quickly as possible. The Fishing Community Project Steering Group may use its discretion and judgment when deciding which Proposed Fishing Community Project(s) to select for funding but will also seek advice from expert advisers from the local Fishing Communities as part of the evaluation process. As guidance to applicants, a proposed Fishing Community Project:

- *must fall within the financial limitations of the remaining sum of funds available;*
- *must demonstrate a benefit to members of the Fishing Community that have been affected by the Walney Extension OWF;*
- *will be favoured by the Fishing Community Project Steering Group if it benefits multiple members of the Fishing Community rather than selected individuals;*
- *will be favoured by the Fishing Community Project Steering Group if it will potentially attract positive publicity and press coverage;*
- *should not conflict with the ethical values of Ørsted;*
- *will be favoured by the Fishing Community Project Steering Group if it is likely to further improve relations between the Fishing Community and Ørsted;*
- *should not represent a disproportionate use of the available funds for any one community and will be used to fund something appropriate.*

TERMS AND CONDITIONS THAT APPLY TO ALL APPLICANTS TO THE FUND AND RECIPIENTS OF AWARDS

The Applicant acknowledges that fishermen who do not operate within the vicinity of the Walney Extension Offshore Wind Farm are not eligible to apply for funding.

The Applicant declares that their application is made in relation to commercial fishing communities that operate in and around the Walney Extension Offshore Wind Farm.

The Applicant may be required to supply evidence of commercial fishing within the vicinity of the Walney Extension Offshore Wind Farm to WMFL if requested by WMFL. Such evidence would typically be 'proof of landings from the area' and vessel registration certification. This may be required by the Fishing Community Project Steering Group to progress the application.

The Applicant may be required to provide additional details about the project to WMFL, in order to further inform the Fishing Community Project Steering Group and progress the application. WMFL will advise on this to the Applicant.

The Applicant acknowledges and agrees that their application will be read and evaluated by the (1) Fishing Community Project Steering Group and (2) by expert advisers from the local Fishing Communities.

The Recipient of an Approved Fishing Community Project award shall comply with all reasonable requests from WMFL to facilitate visits, provide reports, statistics, professional photographs and case studies that will assist WMFL in its promotional activities relating to the Approved Fishing Community Project.

The Recipient of an Approved Fishing Community Project award must agree to participate in and co-operate with promotional activities relating to the Walney Extension Offshore Wind Farm that may be instigated and/or organised by WMFL.

The Recipient of an Approved Fishing Community Project award must not commit any illegal act.

The Recipient of an Approved Fishing Community Project award shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify WMFL immediately of any significant departure from such legislation, codes or recommendations.

The Recipient of an Approved Fishing Community Project award shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.

The Recipient of an Approved Fishing Community Project award must not be aware of anything in its own affairs, which it has not disclosed to WMFL or any of the WMFL advisers, which might reasonably have influenced the decision of the Fishing Community Project Steering Group to make an award.

The Recipient of any Approved Fishing Community Project award shall use the funding only for the delivery of the Approved Fishing Community Project and as set out on the Recipient's application forms. The award shall not be used for any other purpose without the prior written agreement of the Fishing Community Project Steering Group.

The Recipient of any Approved Fishing Community Project award shall not make any significant change to the Approved Fishing Community Project without WMFL's prior written agreement.

WMFL shall fund an Approved Fishing Community Project, subject to the necessary funds being available when the transfer falls due. The Recipient of an Approved Fishing Community Project award agrees and accepts that the funding of any Approved Fishing Community Project award can only be made to the extent that WMFL has available funds.

No Approved Fishing Community Project award shall be made available unless and until WMFL is satisfied that such funding will be used for proper expenditure in the delivery of the Approved Fishing Community Project.

The amount of an Approved Fishing Community Project award shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

The Recipient of an Approved Fishing Community Project award shall promptly repay to WMFL any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where award monies have been paid in error.

The Approved Fishing Community Project funding shall be used by the Recipient of an Approved Fishing Community Project award for the delivery of the Project and, should any part of the funding remain unspent, the Recipient shall ensure that any unspent monies are returned to WMFL or, if agreed in writing by the Fishing Community Project Steering Group, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.

The Recipient of the Approved Fishing Community Project Award shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the award for a period of at least six years following receipt of any award monies to which they relate. WMFL shall have the right to review, at WMFL's reasonable request, the Recipient's accounts and records that relate to the expenditure of the funds and shall have the right to take copies of such accounts and records.

The Recipient of an Approved Fishing Community Project award shall provide WMFL with confirmation when the Approved Fishing Community Project has been successfully and properly completed.

The Recipient of the Approved Fishing Community Project award must not, in the reasonable opinion of the WMFL, deliver the Approved Fishing Community Project in a negligent manner.

The Recipient of the Approved Fishing Community Project award must not obtain duplicate funding from a third party for the Approved Fishing Community Project.

The Recipient of the Approved Fishing Community Project award must not provide WMFL with any materially misleading or inaccurate information.

The Recipient of the Approved Fishing Community Project award, including employees or volunteers must not have acted dishonestly or negligently at any time, directly or indirectly, to the detriment of the Approved Fishing Community Project award.

The Recipient of the Approved Fishing Community Project award must not have taken any actions that, in the reasonable opinion of WMFL, have brought, bring or are likely to bring WMFL's name or reputation or Ørsted's (formerly known as DONG Energy) name or reputation into disrepute.

Unsuccessful applicants have no right to appeal the decisions made by the Fishing Community Project Steering Group.

If an award is granted, the applicant may be required to provide bank details of their organisation to the WMFL, so that payment can be made.

Recipients of awards less than £2,000 will typically be required to make the purchase on instruction by WMFL, and then claim for reimbursement retrospectively.

Recipients of awards greater than £ 2,000 may request WMFL for funds to be paid in advance of the purchase or direct to the supplier of the goods or services.

Recipients of awards agree that they will not sell, give away or transfer any goods or items awarded by WMFL for a period of at least three years following the date of the award.

Recipients of awards may be required to reimburse WMFL for the full amount of the award should the goods be sold, transferred or given away before the three years has expired. Recipients of awards failing to notify WMFL that they have sold, given away or transferred the goods before the three years has expired, or failing to reimburse WMFL for the full amount of the award, may render themselves and their respective organisation ineligible from any further grant or award from WMFL.

WMFL will have no financial Liability to the Recipient of the Approved Fishing Community Project award other than to make payment of the monies. WMFL will not have any Liability for the use or non-use to which the monies are put. The Recipient of the Approved Fishing Community Project award will indemnify WMFL, it's officers, servants, employees and agents against the Recoverable Liabilities arising out of or in connection with the use or non-use of the Monies and/or arising out of or in connection with any breach by the Recipient of the Approved Fishing Community Project award of any of its obligations under the Terms and Conditions detailed in this application form (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations).

WMFL is only obliged to transfer funds to a successful applicant subject to the necessary parties (as defined by WMFL) signing the terms and conditions as in force at the time of distributing the award.

These terms and conditions are subject to amendment from time to time at the entire discretion of WMFL.

These terms and conditions and any dispute or claim arising out of or in connection with them or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.