



Outdoor Museum Art Strategy Fund

CONDITIONS OF GRANT

Outdoor Museum Art Strategy Fund Grants are discretionary and subject to the availability of funds

Argyll and Bute Council reserves the right to withhold all or part of the grant if any of the following standard conditions or any special conditions are not complied with.

The submission of a signed e application form by the named contact/ applicant, the receipt of a formal offer letter from Argyll and Bute Council and the acceptance of that offer by the applicant will form a binding contract between the applicant and Argyll and Bute Council.

APPLICANT:

Standard Conditions of Grant

All grants are subject to the following conditions:

1 Starting Work

No grant related work should be started before the written offer of grant aid from Argyll and Bute Council.

2 Accepting the Grant

The offer must be accepted in writing (using the Grant Acceptance form) by the **1st February 2019**.

3 Completing the Work

Work should be completed as soon as practical. All works require to be completed, the artworks installed and the funds drawn down by **20th December 2019**.

Any extension of time must be agreed in writing by Argyll and Bute Council by the end of 20th October 2019 i.e. two months in advance of the completion date.

4 Ownership and Liability

Ownership of bollards/plinths remains with Argyll and Bute Council.

Artworks will remain within the ownership of the applicant, as stated on the approved application form and noted on the Conditions of Grant.

Artworks must remain installed on the allocated bollard/plinth until such time as the removal is agreed and confirmed in writing by Argyll and Bute Council.

Artworks will be covered by Argyll and Bute Council public liability insurance.

All liability for the artwork itself lies with the applicant as stated on the approved application form and noted on the Conditions of Grant. This includes any damage to the artwork and necessary repairs or replacement.

Applicants must ensure artworks remain presented as detailed in the application form and all necessary repairs are made in a timely fashion. Although it will not be insisted on that suitable insurance is in place for the artwork, we would encourage applicants to take this into consideration.

In the event that artworks fall into disrepair, they may be removed at the discretion of Argyll and Bute Council to a place determined by Argyll and Bute Council to be a place of suitable temporary storage. In the event that they are not collected by the owner within 28 days from

the date that their removal has been intimated to the owner by post to the owner's last known address, ownership shall vest in Argyll and Bute Council who shall have the right to dispose of the artwork on such terms and conditions as it may deem appropriate.

5 **The Works**

Detailed specification of all elements of the artwork, including interpretation material, must be submitted to Argyll and Bute Council and approved in writing prior to installation or engraving.

All works must be carried out to the satisfaction of Argyll and Bute Council in accordance with the approved plans and specification. Any variations must be agreed, in writing, with the Council before any works are undertaken.

All parties involved in the installation, repair and maintenance of artworks require to have appropriate insurance in place, evidence of which must be provided and agreed by Argyll and Bute Council before works commence.

6 **Engraving**

All artworks are required to be accompanied by interpretation text engraved on the allocated plinth. Full details of this text, including font, type size and layout must be submitted and approved in writing by Argyll and Bute Council prior to engraving being carried out.

All artworks interpretation text should include a Quick Response code linked to the Outdoor Museum website.

7 **If it Costs More or Less than Expected**

a) Grants are offered on the basis of a percentage of the total final eligible costs, up to a specific amount. If these final costs are less than those indicated in the original quotations then the grant will be adjusted downwards accordingly.

b) If, once works have started it is apparent that the cost of certain eligible works will be substantially higher than expected then Argyll and Bute Council should be notified so that the work can be inspected, a variation in specification agreed and the grant offer increased if appropriate, and funds are available. Argyll and Bute Council shall be under no obligation to agree to increase the amount of grant. (Please note that this may involve some delay on site.)

8 **Documentation**

Before any award is paid, all applicants must submit the following documentation:

1. Proof of match funding
2. Receipted invoices for all eligible works
3. Project evaluation

Constituted groups must also provide:

4. A copy of the organisations constitution
5. A copy of last audited accounts

9 **Payments**

Payment will be made by Argyll and Bute Council after the satisfactory completion and installation of the work and the submission of all relevant paid, receipted invoices.

10 **Long-term Maintenance & Insurance**

a) On completion the grant aided works shall be well maintained by the applicant for so long as the Council wishes the artwork to remain in place.

b) The Council reserves the right to reclaim the grant, or a proportion thereof, within a period of five years if the grant-aided works are poorly maintained.

11 **Conditions**

Where these are applied they will relate directly to the application and cover the specific methods, materials, detailing or techniques to be used and might include:

- a requirement to prepare a sample of the proposed fabrication material
- a detailed specification of engraving method
- the approval of artwork installation technique.