

BETTER BUSINESS SUPPORT PACKAGE

Productivity Grants/Visitor Economy Development Grants/Skills Grants

Terms and Conditions (April 2025, revised August 2025 and March 2026)

Minor - Productivity Grants and Visitor Economy Development Grants between £1,000 and £5,000

Minor - Skills Grants between £500 and £8,000

1. Background

The grants noted above to which these Terms and Conditions apply (in each case, a **“Grant”**) form part of the Better Business Support Package (the **“Package”**), a Government of Jersey initiative designed to increase productivity and protect competitiveness during the transition to a living wage. The Grants are designed to enable employers in all business sectors in Jersey to enhance productivity, invest in employee training, or develop new opportunities in the visitor economy sector.

2. Key stakeholders

The key stakeholders involved with these Grants are:

- **The Department for the Economy, Government of Jersey (acting through the Minister for Sustainable Economic Development) (the “Department”)**: which is ultimately funding the Grants and has overall oversight in relation to the Package and the Grants.
- **Jersey Business Ltd (“Jersey Business”)**: which is the Department’s Intermediary Delivery Partner responsible for the day-to-day administration, governance and monitoring of the Grants and ensuring compliance with these Terms and Conditions.
- **The “Recipient Organisation”**: which is the ultimate beneficiary of a Grant, responsible for delivering the project (in each case, the **“Project”**) outlined in the approved Grant funding application (in each case, the **“Application”**) in accordance with the Application and these Terms and Conditions.

3. Terms and Conditions

These Terms and Conditions apply as between Jersey Business and the Recipient Organisation and are designed to ensure that Grants comply with relevant legislation and represent an effective and approved use of public funds.

The Department shall have the benefit of and the right to enforce these Terms and Conditions but, subject to this, nothing in these Terms and Conditions confers or purports to confer any right to enforce these Terms and Conditions on any person other than the Recipient Organisation and Jersey Business.

4. Funding

A Grant provides financial support (up to a maximum amount of £5,000 on a match-funded basis for Productivity and Visitor Economy Development Grants, and up to £8,000 for Skills Grants) to a Recipient Organisation. . For Productivity Grants and Visitor Economy Development Grants, this means the Grant represents up to 50% of the total eligible Project costs, with the Recipient Organisation responsible for funding the remaining minimum 50%. For **Skills Grants**, this means the Grant represents up to 80% of the total eligible Project costs, with the Recipient Organisation responsible for funding the remaining minimum 20%.

Grants must be used solely and exclusively for the purposes of the Project as described in the Recipient Organisation's Application.

The maximum approved Grant for each Recipient Organisation is as specified at the end of these Terms and Conditions as signed and digitally returned by the Recipient Organisation in question.

If the Project costs are less than the amount stated in a Recipient Organisation's Application, the Recipient Organisation will receive a reduced pro-rata Grant based on the applicable funding ratio for the relevant Grant type (as set out above). The Recipient Organisation's attention is drawn to the reporting requirements in section 6 below, which include an obligation immediately to notify Jersey Business in writing if completion of a Project as described in the Application ("**Completion**") may not occur for the agreed cost (upwards or downwards).

The Grant will be paid by Jersey Business following signing and digital submission of these Terms and Conditions by the Recipient Organisation and following submission by the Recipient Organisation of documentary evidence satisfactory to Jersey Business (acting reasonably) confirming (a) full, successful and timely Completion of the Project in accordance with the Application and these Terms and Conditions, **and/or (as required by Jersey Business) (b) payment in full of the Project costs by the Recipient Organisation with evidence of payment uploaded to the Grant Portal within 12 months of signing these Terms and Conditions.**

5. Administration

Grants are ultimately being funded by the Department, with Jersey Business acting as intermediary delivery partner receiving, assessing and approving Applications and distributing Grant monies to successful Recipient Organisations.

Jersey Business will oversee the governance of the Grant and compliance by Recipient Organisations with these Terms and Conditions, ensuring public funds are spent appropriately and that value for money is achieved.

6. Recipient Organisation obligations

The Recipient Organisation is responsible for delivering the Project as documented in the Application in accordance with these Terms and Conditions. **The Project must be completed by the agreed deadline stated in the Application, within a maximum 12-month period commencing on the date of signing these Terms and Conditions.**

Without limiting the foregoing, the Recipient Organisation shall:

- Comply with all legislation, regulations, codes of practice, guidance and best practice applicable from time to time to its business and operations and the use of the Grant
- Ensure that the Grant is used solely and exclusively for the purposes of the Project as described in the Application. This includes but is not limited to ensuring that the Grant is not used to fund existing projects, staffing costs, travel and expenses, or attending trade events
- Maintain robust controls and governance procedures to ensure adherence to these Terms and Conditions. This includes but is not limited to implementing appropriate and effective safeguarding policies and procedures and risk management practices
- Fund the Recipient Organisation's minimum required contribution towards the total Project costs in accordance with the applicable funding ratio for the relevant Grant type set out in section 4, and otherwise ensure that sufficient resources are allocated to achieve full, successful and timely Completion of the Project in accordance with the Application
- Ensure the maximum impact of the Grant and that it represents value for money
- Maintain and store securely clear and comprehensive records of the utilisation of the Grant, the progress of the Project and the Recipient Organisation's compliance with these Terms and Conditions, including all relevant invoices, receipts and other evidence of expenditure (collectively, the "**Records**")
- Provide copies of the Records to Jersey Business and otherwise provide Jersey Business with updates relating to the Project promptly upon request
- Submit to Jersey Business documentary evidence satisfactory to Jersey Business (acting reasonably) confirming that the eligible Project costs outlined in the approved Application have been incurred and paid in accordance with the approved Application. Co-operate fully with Jersey Business and the Department in relation to all matters arising out of or in connection with the Grant and/or these Terms and Conditions
- Immediately (and in any event no later than 3 calendar months before the agreed date for Completion of the Project) notify Jersey Business in writing of all relevant details if the Recipient Organisation becomes aware that:
 - the Project is at risk;
 - there are, or will be, or are reasonably likely to be material changes to the Project; or
 - Completion of the Project may not occur by the agreed deadline or for the agreed cost (upwards or downwards).

7. Additional requirements relating to Grant-funded business assets (Asset clawback)

This section explains what you must do if you use the Grant to buy any equipment, IT, vehicles, software, tools, machinery or other assets. It is designed to protect public funds and to ensure the asset is used for the purposes set out in your approved Application.

In this section:

- **Item** means any good, product, equipment, tool, machinery, vehicle, material, hardware, software or other asset (whether tangible or intangible) purchased wholly or partly using Grant funds.
- **Business Asset** means an Item that has been capitalised, depreciated (where appropriate), and recorded in the Recipient Organisation's accounts as acquired using Grant funds.
- **Transaction** means any event (other than an event occurring during any insolvency process) in which the Recipient Organisation sells, leases, transfers, gives away, rents out, creates any security interest, charge or other encumbrance over, or otherwise disposes of (i) any legal

and/or beneficial interest in, (ii) control or possession of, and/or (iii) a right to use, any Item and/or all or any part of the Recipient Organisation's business and/or assets in or with which the Item was intended to be used as described in the Application, including without limitation by way of a full or partial sale of the business; lease, transfer or disposal of business assets; merger; management buyout; restructuring; or solvent winding-up.

- **Retention Period** means the period during which the Recipient Organisation must keep and use an Item for the purpose set out in the approved Application. The usual minimum periods are: (i) software and digital systems (for example licences, platforms and subscriptions): 1–3 years; (ii) equipment, IT, tools and machinery: 3–5 years; and (iii) vehicles and other high-value assets: around 5 years. The Retention Period starts from the date the Item is purchased or the date of Completion of the Project, whichever is later.

The Recipient Organisation shall during the Retention Period:

- use each Item for the purpose set out in the approved Application;
- keep and maintain each Item in good condition (subject to fair wear and tear);
- ensure each Item remains within the business as a Business Asset, including by appropriate annotation in the Recipient Organisation's accounting records and (where relevant) inclusion in any sale and purchase agreement and/or asset schedules; and
- not enter into any Transaction or otherwise change how an Item is used, without Jersey Business' prior written approval in accordance with this section 7.

Requesting approval. The Recipient Organisation shall only enter into a Transaction during the Retention Period if:

- the Recipient Organisation gives Jersey Business at least 60 days' prior written notice of the proposed Transaction, together with its accounting records and any relevant asset schedules clearly identifying all Grant-funded Item(s) as Business Assets and specifying which business/assets are the subject of the Transaction;
- the counterparty to the Transaction (including any transferee, beneficiary or successor organisation) agrees in writing to be bound by and comply with these Terms and Conditions for the remainder of the Retention Period (so that the Item continues to be used for the approved purpose); and
- Jersey Business confirms its consent to the Transaction in writing (such consent not to be unreasonably withheld or delayed).

Obsolescence or inability to use. If, during the Retention Period, an Item becomes obsolete, unsupported, uneconomic to repair, or can no longer be used due to circumstances outside the Recipient Organisation's reasonable control, the Recipient Organisation shall notify Jersey Business as soon as reasonably practicable. Jersey Business may agree in writing to a replacement, disposal, or change of use. Where Jersey Business provides such written agreement, Jersey Business may also confirm whether any repayment is required and, if so, the amount and method of calculation.

Consequences and clawback. Failure to comply with this section 7 may result in the Department and/or Jersey Business exercising a Clawback Right (including requiring repayment of all or part of the Grant linked to the relevant Item(s)) and/or disqualifying the Recipient Organisation (and/or any successor organisation) from receiving further Government of Jersey grants.

Without limitation, a Clawback Right may be exercised where an Item is sold, transferred, leased, charged, disposed of, or ceases to be used for the approved purpose before the end of the Retention Period without Jersey Business' prior written approval.

If the Department and/or Jersey Business chooses to exercise a Clawback Right, it must notify the Recipient Organisation in writing with a **Clawback Notice** stating the grant amount to be reclaimed and the reasons for this action. The Recipient Organisation must then repay the specified amount in full within 30 working days of the notice date, with no deductions or offsets

8. Feedback

The Recipient Organisation shall provide feedback relating to the Project, the Package and/or the Grant as required from time to time by Jersey Business and/or the Department.

Without limiting the generality of the foregoing, the Recipient Organisation shall provide full and timely responses to any surveys issued in relation to the Package and/or the Grant, both during the implementation of a Project and after Completion, to support the effective reporting of the Project and the Department's assessment of the success or otherwise of the Package/Grant. The information to be reported within this process will relate, amongst other things, to the Application experience and the success of the Project relative to the objectives outlined in the Application.

9. Governing law

These Terms and Conditions are governed by and shall be construed in accordance with Jersey law and the Recipient Organisation submits to the exclusive jurisdiction of the Jersey courts in relation to any matters arising out of or in connection with the Grant and/or these Terms and Conditions.

10. DECLARATION

By signing and digitally submitting these Terms and Conditions on behalf of a Recipient Organisation, you confirm that:

1. You are duly authorised by the Recipient Organisation to accept, sign and submit these Terms and Conditions on its behalf;
2. The Recipient Organisation accepts and agrees to be bound by these Terms and Conditions;
3. The information provided in the Recipient Organisation's Application is true, accurate and complete in all material respects;
4. The Recipient Organisation confirms that it has not cancelled, suspended, abandoned, withdrawn, terminated or otherwise ceased activity on any Skills Grant approved in 2025 for the purpose of applying for or securing any preferential funding ratio or funding split in 2026;
5. All directors, shareholders, partners, legal and/or beneficial owners and others exercising control over the Recipient Organisation (in any such case, "Controllers") will procure compliance by the Recipient Organisation with these Terms and Conditions;
6. None of the Controllers has been convicted of fraud, bribery, or any other crimes that would prevent them from acting in that capacity under Jersey law;
7. The Recipient Organisation is, and will for a minimum period of 12 months after the date of this Declaration be, able to pay its liabilities as they fall due;
8. **Grant eligibility and Administration:** The Recipient Organisation consents to Jersey Business, the Department, Revenue Jersey and any other administration of the Government or States of Jersey sharing data between themselves, data and information received from the Recipient Organisation for the purposes of and in connection with the Grant, the Package, these Terms and Conditions and all matters (including but not limited to any enforcement actions) arising out of or in connection with them;
9. **Public Disclosure:** Furthermore, as part of the Government of Jersey's commitment to transparency in the use of public funds, the Department for the Economy reserves the right to publish in the public domain the name of the organisation receiving grant funding under the Better Business Grant scheme, along with the amount awarded and grant type.

By signing and submitting this Declaration on behalf of the Recipient Organisation, the Authorised Signatory confirms that they have read, understood, and accept the Terms and Conditions of the Better Business Support Grant.