



**DEPARTMENT OF JUSTICE AND EQUALITY  
AN ROINN DLÍ AGUS CIRT AGUS COMHIONANNAIS**

**GENERAL CONDITIONS FOR GRANT AID AND CERTIFICATE OF  
ACCEPTANCE  
COMMUNITY BASED CCTV SCHEME**

**GRANTEE NAME:** \_\_\_\_\_

**CCTV APPLICATION REFERENCE NO:** \_\_\_\_\_

**GRANT AMOUNT:** € \_\_\_\_\_

## **1 Interpretation**

"The Grantor" means the Department of Justice and Equality.

## **2 Pre-payment conditions**

Payment of the grant or any instalment of the grant shall be subject to the Grantee:-

- 2.1 complying at all times with any conditions applicable to the grant as set out in this Agreement;
- 2.2 providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the grant monies including, without limitation, details of relevant bank accounts, cheque signatories and expenditure authority levels;
- 2.3 furnishing to the Grantor an up to date C2 certificate or a tax clearance certificate from the Revenue Commissioners or evidence of charitable status; and
- 2.4 furnishing to the Grantor an up to date C2 certificate or a tax clearance certificate from the Revenue Commissioners in relation to any contractor, supplier or third party appointed by the Grantee in connection with the implementation of the Project.

## **3 Terms and conditions of grant**

- 3.1 This Agreement shall continue for the period from dd/mm/yyyy for a period of 5 years (the "Term") unless terminated in accordance with the terms of this Agreement.
- 3.2 The Grantee undertakes to supply the funds necessary to successfully maintain and operate the CCTV system for the duration of the Agreement.
- 3.3 The grant monies shall be used solely for the purposes of the Project as approved by the Grantor.
- 3.4 The Project shall be carried out by the Grantee in accordance with the application for the grant and in compliance with the terms of this Agreement.
- 3.5 The Grantee is responsible for the supply, installation, commissioning and operation of the proposed CCTV system in full compliance with applicable codes of practice, including the CCTV Code of Practice and Technical Specification issued under Section

38 of the Garda Síochána Act 2005 (both as amended from time to time), and for carrying out all contractual requirements with the Grantor.

- 3.6 The Grantee shall ensure that all its operations in relation to the implementation and performance of the Project are fully and properly documented.
- 3.7 The Grantee shall comply with all relevant legal and regulatory requirements including, without limitation, the Garda Síochána Act 2005, building legislation, equal opportunities legislation, employment, health and safety, data protection and freedom of information legislation and regulations, in the implementation and performance of the Project.
- 3.8 The Grantee shall furnish on request, all necessary permissions, consents, approvals or authorisations of any nature whatsoever required by law or by any local or public authority or regulatory authority.
- 3.9 The Grantee shall undertake all reasonable and appropriate checks on individuals employed by or otherwise involved with the Grantee in relation directly or indirectly to the Project to determine their suitability for the Project.
- 3.10 The Grantee shall participate in and contribute to any meetings, information or training workshops, evaluations and networking activities as may be reasonably requested by the Grantor.
- 3.11 The Grantee shall provide written notification to the Grantor of any change or alteration made to the company name, structure or associated contact details of the Grantee.
- 3.12 In the event of any proposed material change in the Project, including but not limited to any alteration of the project budget, the Grantee shall provide prior written notification of the proposed change to the Grantor, seeking approval of the changes. The Grantor must provide permission in writing before any change is undertaken.
- 3.13 The Grantee shall comply with all reasonable requests and directions of the Grantor relating directly or indirectly to the Project and the use of the grant monies in connection with the Project.

#### **4 Warranties**

The Grantee warrants that it has obtained all necessary consents, approvals, authorisations, licences and permissions which are required to enable it to comply with its obligations under this Agreement and will, throughout the duration of this Agreement, maintain all such consents, approvals, authorisations, licences and permissions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of such consents, approvals, authorisations, licences or permissions.

#### **5 Payment Terms**

- 5.1 A payment of up to 50% of the approved amount will be made to successful applicants on foot of approval and completion by the applicant of this form (Form No. PD006).
- 5.2 The balance will be paid when it has been established that the system is fully operational in line with the requirements of the Scheme and upon receipt of:
  - 5.2.1 A satisfactory expenditure return;

- 5.2.2 A letter from the Local Authority confirming that the civil works have been satisfactorily completed, and
- 5.2.3 a certificate of completion duly signed by the Grantee and the Chief Superintendent for the area in which the CCTV system is installed confirming that the system is fully operational (CERTIFICATE OF COMPLETION (Garda Síochána) **Form No PD 007**).

## **6 Access and Reporting Requirements**

- 6.1 The staff of the Grantor may undertake site visits throughout the Term of this Agreement.
- 6.2 The Grantee is agreeable to having the project monitored by An Garda Síochána or its agents, and to allow access to its premises and records as necessary, for that purpose.
- 6.3 The Grantee shall within its accounting records and audited accounts separately record all monies received and all monies expended relating directly or indirectly to the Project.
- 6.4 The Grantee shall, on request, furnish to the Grantor any information or reports as may reasonably be required by the Grantor in relation to the grant monies paid and in relation to the continued operation of the CCTV system in respect of which those monies were paid.
- 6.5 On the first anniversary of this Agreement and for each subsequent anniversary for the duration of the Agreement, the Grantee will furnish to the Grantor written confirmation that the CCTV system is still in operation and that all necessary maintenance, repair and replacement costs have been covered by the Grantee.

## **7 Right of Verification and Audit**

- 7.1 The Grantee shall permit the Grantor and agents at all reasonable times to enter on any property owned or occupied by the Grantee and to inspect and take copies of all records relating directly or indirectly to the Project and/or the use by the Grantee of the grant monies.
- 7.2 The Grantee shall permit the Comptroller and Auditor General, under Section 8 of the Comptroller and Auditor Amendment Act (1993), to inspect and take copies of accounts, books and all other records where the grant-aid received from the Government of Ireland constitutes 50% or more of the Grantee's annual budget.

## **8 Termination and Disposal of Assets**

- 8.1 The Grantor shall be entitled at any time during the term of this Agreement to terminate the Agreement if any one or more of the following events occurs:
  - 8.1.1 the Grantee, its employees or agents makes a false or misleading statement or fails to disclose information in the course of its application for the grant or for any payment thereof or in the provision of any information or documentation in relation to its obligations under these conditions;
  - 8.1.2 if an order is made or an effective resolution is passed for the winding up of the Grantee (in the case of a Company) or if the Grantee shall be declared bankrupt (in the case of an individual);

- 8.1.3 if a receiver, examiner or administrator is appointed over any of the property or assets of the Grantee;
  - 8.1.4 if the Grantee shall commit a breach of any term or condition of this Agreement which, if capable of remedy, shall not have remedied such breach within thirty days after written notification thereof has been served on the Grantee;
  - 8.1.5 if a distress or execution is levied or served upon any of the property or assets of the Grantee and is not paid off within thirty days;
  - 8.1.6 if the Grantee shall cease or threaten to cease to carry on all or a substantial part of the Project;
  - 8.1.7 if any other event occurs which the Grantor in its absolute discretion considers might or does materially adversely affect the ability of the Grantee to carry out and complete the Project and/or to comply with its obligations hereunder.
- 8.2 On termination of this Agreement, the Grantee shall repay to the Grantor on demand all sums received in respect of the grant and in the event of default on such repayment, such sums shall be recoverable from the Grantee as a simple contract debt.
- 8.3 Each party's further rights and obligations shall cease immediately on termination of this Agreement, but termination of this Agreement shall not prejudice any accrued rights, interests and obligations of either party, which may have arisen on or before the date of termination.
- 8.4 The Grantee shall pay all legal and other costs, charges and expenses incurred by the Grantor in enforcing or endeavouring to enforce the payment of any monies and/or compliance by the Grantee with its obligations hereunder.

## **9 Insurance and Indemnity**

- 9.1 The Grantee will for the duration of the Agreement effect any necessary employer's liability insurance, public liability insurance and insurance against damage to or loss of equipment or facilities invested in them under the terms of this Agreement;
- 9.2 The Grantee shall maintain such insurances as are necessary to cover all liabilities of the Grantor arising under this Agreement;
- 9.3 The Grantee shall agree to indemnify the Grantor from and against all actions, proceedings and costs, claims, demands and liabilities, arising directly or indirectly, from any act or omission of the Grantee, its employees, servants or agents in connection with the Project or any breach of this Agreement.
- 9.4 If any of the grant aided assets of the Grantee are damaged or destroyed, the Grantee shall notify the Grantor of such damage or destruction and shall repair, replace or reinstate such assets to the reasonable satisfaction of the Grantor and shall apply all, if any, insurance monies received in respect of such assets for such purpose and shall make good any deficiency out of its own funds.
- 9.5 The Grantor shall have no responsibility for the stability of any structure or the soundness of any materials used or the adequacy for its purpose of any equipment grant aided in connection with this Project.

## **10 Retention of Records**

- 10.1 Save in respect of CCTV images, which shall not be retained for any longer than the period allowed by the CCTV Code of Practice, all other reports, records, accounts and other documentation of the Grantee relating to the Project and/or the use by the Grantee of the grant monies shall be maintained, at least, until 6 years after the end of the Project. In no circumstances should any of the documentation be destroyed or otherwise disposed of without the prior consent and written permission of the Grantor.

## **11. Freedom of Information**

- 11.1 Information provided to the Grantor may be disclosed in response to a request under the Freedom of Information Act, 2014. The Grantee shall, if requested, give to the Grantor any record relating to any action or service provided under this Grant Agreement. Should the Grantee consider that any information to be supplied is commercially sensitive, confidential or of a personal nature, the Grantee must at the time of providing the information identify such information and specify the reasons for its sensitivity.

## **12. Data Protection Acts 1988 & 2003**

Without prejudice to the generality of the CCTV Code of Practice (**Form No PD 001**) with which the Grantee is required to comply at all times in connection with the Programme):

- 12.1 the Grantee shall fully comply with the relevant provisions of the Data Protection Acts, 1988 and 2003 and Data Protection Directives and regulations;
- 12.2 it is the responsibility of the Grantee to ensure that all uses of the system are appropriate and in the interest of the community and to maintain an appropriate record of the CCTV system's effectiveness;
- 12.3 only persons authorised by the Grantee, and who have been Garda vetted, shall be permitted access to the control area where monitoring takes place;
- 12.4 the Grantee will at all times ensure the proper and responsible operation of the CCTV system under their control and ensure that all persons operating or monitoring the system are appropriately trained in the system's use and understand the restrictions and legal obligations imposed upon them by the laws in this area;
- 12.5 for the purposes of the Data Protection Act, 1988 and 2003, the Local Authority must undertake to act as the Data Controller;
- 12.6 the Grantee is to nominate a designated person to have responsibility for ensuring the proper, efficient daily management of the CCTV system.

## **13 Garda Síochána Act 2005**

Without prejudice to the generality of the relevant provisions of the Garda Síochána Act 2005 (with which the Grantee is required to comply at all times in connection with the Programme):

- 13.1 in accordance with Section 38 of the Garda Síochána Act 2005, the Grantee shall ensure that members of the Garda Síochána have access at all times to the CCTV system to which the authorisation relates as specified in the Act;
- 13.2 the Grantee acknowledges that the Garda Commissioner may issue directions to authorised persons in relation to the installation and operation of CCTV and may, with the consent of the Policing Authority, revoke for failure to comply with the terms and conditions of the authorisation or with a direction issued by the Commissioner.

#### **14. Publicity and Advertising**

The Grantee shall acknowledge the support of the Grantor on all publicity material produced and events associated with the Project.

#### **15 Force Majeure**

- 15.1 If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including, but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts or omissions of Governments or other competent authority, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("*force majeure*") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.
- 15.2 The Affected Party shall promptly notify the other party of the estimated extent and duration of such inability to perform its obligations and upon the cessation of the event of *force majeure* the Affected Party shall notify the other party of such cessation.
- 15.3 If the event that *force majeure* continues for more than 45 days then either party shall have the right to terminate this Agreement on written notice to the other party.

#### **16. Non-Assignment**

This Agreement is personal to the Grantee who shall not be entitled to assign or transfer the benefit of it or the obligations arising from it to any other party to the intent that the Project shall be carried out by the Grantee itself.

#### **17 General**

- 17.1 Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
- 17.2 The Grantee shall not be or in any way represent itself to be an agent of the Grantor and does not have the authority to enter into any obligation on behalf of the Grantor or to bind the Grantor in any way.
- 17.3 This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties.
- 17.4 A failure or delay by the Grantor to exercise any right or remedy under this Agreement shall not in any way be construed as a waiver of the agreement.

- 17.5 The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 17.6 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- 17.6.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- 17.6.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 17.7 In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and the validity and enforceability of any of the other provisions of this Agreement shall not be affected.
- 17.8 The Grantee acknowledges that the assistance, support and advice provided by the Grantor is not to be regarded as a substitute for professional advice and that the Grantor accepts no responsibility, and the Grantee agrees that Grantor has no liability, for any actions taken or omitted as a consequence, direct or indirect, of the assistance, support or advice offered or provided.
- 17.9 This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish courts.



## Certificate of Acceptance

We have read and fully understand the terms and conditions of this Grant Agreement. We confirm that the terms and conditions will be complied with fully on an ongoing basis. We also confirm that we are duly authorised to enter into this Agreement.

**Name of Grantee:** \_\_\_\_\_

**Signed on behalf of the Grantee:**

\_\_\_\_\_  
First Signatory:

\_\_\_\_\_  
Second Signatory:

\_\_\_\_\_  
Name (Block Capitals):

\_\_\_\_\_  
Name (Block Capitals):

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Position (Block Capitals)

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Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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