

18 November 2025

Our ref: 2526029

Your request for information under the Freedom of Information (Scotland) Act 2002 (“the Act”)

Thank you for your request for information which was received by VisitScotland on 26 October 2025 at 8.45am, requesting information the below information:

1. Application Documents

- The complete application submitted by IJMG for the March 2021 £10,000 grant
- Any supporting documents, business plans, or justifications submitted with the application
- The activity plan or project proposal detailing how the £10,000 would be spent

2. Award Documentation

- The grant offer letter issued to IJMG in March 2021
- The grant agreement or contract (including any terms and conditions)
- Any correspondence confirming acceptance of the grant

3. Financial Reports and Spending Documentation

- All progress reports submitted by IJMG showing expenditure of the £10,000
- Any final reports or evaluation documents for this grant
- All receipts, invoices, or financial statements submitted by IJMG to evidence spending
- Any itemised breakdowns of expenditure provided by IJMG

4. Assessment and Approval Records

- Internal assessment documents or scoring sheets used to evaluate IJMG's application
- Any notes, memos, or correspondence regarding the decision to award this grant
- Records of approval and the approval process followed

5. Monitoring and Compliance

- Any monitoring reports, site visits, or check-ins conducted by VisitScotland
- Correspondence between VisitScotland and IJMG regarding the grant (emails, letters, meeting notes)
- Any documentation regarding compliance with grant terms or delivery of stated objectives

6. Website and Logo Deliverables

- Any documentation evidencing the website development funded by this grant
- Any documentation evidencing the logo development funded by this grant
- Records of how VisitScotland verified these deliverables were completed

7. Eligibility and Due Diligence

- Documentation confirming IJMG met eligibility criteria for this fund
- Any business checks, verification processes, or due diligence conducted

VisitScotland's response

We confirm that VisitScotland holds some of the information which you have requested.

Attached to the email are 6 documents:

- a) Grant Award Letter
- b) Application form
- c) Sector and Destination Fund Panel Overview
- d) Email – 20210216
- e) Email – 20210307

f) Bank Statement

1. Application Documents

- We do not have a specific application form for the £10,000 as the initial application was for £48,000 (document b)
- The initial application was assessed and a recommendation for a lower amount was arrived at (document c) and this was communicated to IJMG (document d).
- The activity plan can be found attached to the award letter (document a)

2. Award Documentation

- Document a shows the award letter and the terms and conditions
- Document e is an email relating to the acceptance of the award

4. Assessment and Approval Records

- Document c shows the panel overview including the comments on the initial application and recommendation for going forward for a smaller award

7. Eligibility

- A copy of a bank statement dated 27 November 2020 confirming a bank account on the Group's name as part of the verification process.

3. Financial Reports and Spending Documentations, 5. Monitoring and Compliance/ 6. Website and Logo Deliverable

- The only specific reporting requirement was a report to be provided 6 months after the award offer – details of this can be seen in the award letter (document a) beside the heading "Specified Reporting Requirements". The questions for the report would have been as follows:
 1. Is your business still operating?
 2. Was the funding your business received beneficial in ensuring the continued operation of your business following the impact of the COVID-19 pandemic?
 3. (a) Has this grant award helped to safeguard any jobs within your business?
(b) If yes, how many roles were protected?
- However, we do not have a report on file and we cannot confirm whether we received the report at the appropriate time. Therefore, we do not hold the information you have requested. Section 17 of the Act states that where public authorities receive requests for information that they do not hold, they must issue a notice advising that they do not hold the requested information. This letter provides you with that notice.

Please note that an anonymised version of this response will be made publicly available on VisitScotland's website.

Your right to request a review

If you wish to request a review of your application under either the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004, your request should be submitted to us in writing, or another permanent format (for example e-mail or voice recording) to:

Ms Vicki Miller
Chief Executive
VisitScotland
Waverley Court
4 East Market Street
Edinburgh
EH8 8BG

Telephone: 0131 473 3603

E-mail: vicki.miller@visitscotland.com

The request for a review should be received by us within 40 days of the date of this letter. Any request for a review should also set out, in as much detail as possible, the reasons why you are not satisfied with our response or the manner in which we have dealt with your application.

If you are not satisfied with the result of the review, then you have the right to appeal to the Scottish Information Commissioner. You can contact the Scottish Information Commissioner at:

Scottish Information Commissioner
Kinburn Castle
Doubledykes Road
St Andrews
Fife
KY16 9DS

Telephone: 01334 464610

Fax: 01334 464611

Email: enquiries@itspublicknowledge.info

A link to the Commissioner's website which provides further information can be found here: [Homepage | Scottish Information Commissioner](#)

You also have the right to appeal to the Court of Session in Scotland on a point of law concerning our response.

19 November 2025

Your request for information under the Freedom of Information (Scotland) Act 2002 (“the Act”)

Following my letter to you of the 18 November in response to your request for information received by VisitScotland on 26 October 2025, I realise that I omitted to explain why some of the information provided contains redactions.

An exemption under Section 38(1)(b) of the Act applies to some of the information requested because it is personal data. Disclosure of this information is not necessary to achieve your legitimate interest. Disclosing this personal data would therefore contravene the data protection principles in Article 5(1) of the UK General Data Protection Regulation and accordingly this information is considered by us to be exempt under Section 38 (1) (b) of the Act. Accordingly, this information has been redacted. This exemption is absolute and is not subject to the public interest test.

I apologise for not including reference to this in my response.

By signing and returning the grant acceptance to VisitScotland, the Recipient is:

- agreeing to the Terms and Conditions set out in the Appendix 2 to this letter; and
- confirming that the Recipient is eligible to receive the Grant Award in accordance with the eligibility requirements set out in the Fund Guidance as published on VisitScotland's website.

You should be aware that VisitScotland reserves the right not to pay the Grant Award in certain circumstances as set out in the Terms and Conditions, including where any of the confirmation statements above are not accurate in respect of the Recipient, or where the Recipient has made any false or misleading statements in its Application Form.

Please also note that the Grant Award offer made pursuant to this letter will not become effective and that no payment of the Grant Award will be made unless a signed grant acceptance is returned to VisitScotland by the Recipient on or before 17th March 2021. The offer of a Grant Award set out in this letter will automatically lapse and will not be capable of being accepted by the Recipient if a signed grant acceptance is not received by VisitScotland from the Recipient on or before this date.

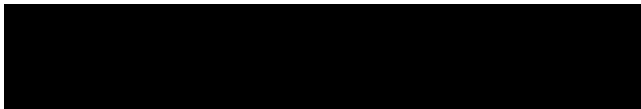
Yours sincerely,



Vicki Miller
Director of Marketing & Digital
VisitScotland
Ocean Point One
94 Ocean Drive
Edinburgh
EH6 6JH

Grant Acceptance

On behalf of Islay & Jura Tourism & Marketing Group, I accept the foregoing offer of the Grant Award by VisitScotland dated 3rd March 2021 on the terms and conditions as set out in the Appendix 2 to this letter. I confirm that I hold the relevant signing authority.



Please sign above

Please print your name above

Please print your job title above

Please print the date of signature above

THIS IS THE APPENDIX 1 TO THE GRANT AWARD LETTER IN RESPECT OF THE SECTOR & DESTINATION OPERATIONAL & MARKET READINESS FUND

BUDGET PLAN

Planned Activities – Please provide brief overview of specific activities eg. What type of website functionality development or which digital platform you may want to procure (see guidance notes for eligible activities)	Budget Required	Projected Outcomes – Please provide top level details of how this would contribute towards your operational and market readiness.
Additional Funding Requirement: Below activities should be aligned strategically with Argyll & the Isles Tourism Cooperative Plans		
<p data-bbox="120 568 427 603">Community Engagement</p> <ul data-bbox="170 699 786 1171" style="list-style-type: none"> • Increased Communications with Community Groups across the Islands & other key partners. • Fortnightly communication with ICC Recovery Group, Calmac, Ferry Committee, Jura CC. • Continued roll out of Islay community Engagement programme including Islay community onboarding updates re funding, Signage and updated visitor charter. • Community video for social media, whatsapp updates. • Pod casts and blogs in order to optimise the website. 	1000	<p data-bbox="1115 568 1951 884">All of this work has consistently engaged the local community in order to have them onboard ready to welcome visitors back safely to the island. This also balances the need for business and the fears amongst the community. We have worked hard and continue to help reassure and engage with the community and keep them up to date of any changes and future plans for tourism. This worked extremely well in July 2020 and allowed a warm and safe welcome for visitors within our community.</p> <p data-bbox="1115 916 1951 1107">This will also be done for visitors but with a different focus and showcasing what the islands have to offer and encourage responsible tourism. This will be aimed at an immediate staycation market and future international markets. We are introducing podcasts and blogs in order to optimise the search for our website which is being updated.</p> <p data-bbox="1115 1139 1951 1372">We believe from having a meeting with a web designer last month that we need to focus more on optimisation for the website and he suggested completing more podcasts and blog posts to the site which should help also with our google search ranking. We would hope to link with VS on this and other bloggers who have had a paid trip to the island within the last 2 years and utilise their blogs which have been</p>

		placed on AITC website but could also be used for Explore Islay and Jura.
<p>Business Support & Engagement</p> <ul style="list-style-type: none"> • Increased business engagement and networking activities • Zoom costs towards delivery of member networking events. • Tourism Summit Nov 2021 for Islay & Jura • Employment of admin/marketing assistant – to deliver increased business engagement and Tourism Summit Business engagement event taking place in Nov 2021 	9,000	<p>For the last year working as an advisory group where we still keep all our identity as Explore Islay and Jura has afforded us the ability to reach and support both financially and mentally more businesses this will continue until March 2022 with a nominal fee for commitment to future membership. the zoom for members will be more about bringing all members together to work collaboratively and help with mental health as it will be fun cooking demos tasting evenings etc online.</p> <p>Finally the tourism summit in November will be an informative and fun day where all tourism related folks on Islay can come together with our partners from the mainland if possible. . Our new marketing and admin assistant will be pulling all this together.</p>

**THIS IS THE APPENDIX 2 TO THE GRANT AWARD LETTER IN RESPECT OF THE SECTOR & DESTINATION
OPERATIONAL & MARKET READINESS FUND**

TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In this Contract, unless the context otherwise requires, the following terms shall have the meanings given to them below:

"Application Form" means the application form (together with any required accompanying documentation) that was submitted by the Recipient for grant funding under the Fund;

"Award Letter" means the letter to which these Terms and Conditions are appended;

"Contract" means the contract between VisitScotland and the Recipient in relation to the Grant Award, comprising of the Award Letter, these Terms and Conditions and any other documents that are referred to in these Terms and Conditions (including the Expression of Interest (if applicable), Application Form and the Fund Guidance);

"Data Protection Legislation" means the General Data Protection Regulation (Regulation (EU) 2016/679) as implemented into UK law, the Data Protection Act 2018 and/or any corresponding or equivalent national laws or regulations and any replacement, amendment, re-enactments or consolidation of the same from time to time;

"Eligible Costs" means the types of costs that are identified as being "Eligible Costs" in the Award Letter;

"Expression of Interest" means the expression of interest form (if any) that was submitted by the Recipient prior to submitting the Application Form;

"Fund" means the fund identified in the Award Letter, as further described in the Fund Guidance; and

"Fund Guidance" means the guidance made available by VisitScotland to potential applicants for the Fund as published on VisitScotland's website;

"Grant Award" means the grant awarded to the Recipient towards meeting the Eligible Costs, as set out in the Award Letter;

"Party" means, as the context requires, VisitScotland and/or the Recipient, and **"Parties"** means both of VisitScotland and the Recipient;

"Recipient" means the party identified as the "Recipient" in the Award Letter;

"Subsidy Control Rules" means the laws, regulations and/or rules that apply to the award of subsidies by public authorities in the UK, including applicable guidance published by governmental and/or regulatory bodies from time to time; and

"Terms and Conditions" means these terms and conditions.

1.2 Any reference in this Contract to a statutory provision includes any amendment, extension, consolidation or replacement of the same from time to time.

1.3 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. The Grant Award

2.1 Subject to the terms and conditions set out in this Contract, VisitScotland hereby agrees to pay the Grant Award to the Recipient. The Grant Award will be paid by VisitScotland in accordance with the payment arrangements set out in the Award Letter.

2.2 The Recipient shall not in any circumstances be entitled to receive any sums from VisitScotland in excess of the Grant Award.

2.3 It will be the responsibility of the Recipient not only to ensure that its treatment of VAT relative to the Grant Award is correct, but also to establish the VAT commitment in respect of the Grant Award. The Recipient acknowledges and has satisfied itself that the Grant Award is not consideration for any taxable supply for VAT purposes by the Recipient to VisitScotland. Under no circumstances will the Grant Award be increased should any VAT liability arise on the Recipient, who will remain liable for such VAT liability together with any related fine, penalty or interest. For the avoidance of doubt, the Grant Award is inclusive of VAT, if any, payable thereon.

2.4 The Recipient shall promptly repay to VisitScotland any money incorrectly paid to it, whether as a result of an administrative error or otherwise.

3. Purpose of the Grant Award

3.1 The Recipient shall only use the Grant Award to meet Eligible Costs that are properly incurred by the Recipient.

3.2 Without prejudice to its other obligations under this Contract, the Recipient agrees to comply with all of the obligations and conditions that are set out in the Fund Guidance.

4. **Monitoring and Reporting**

4.1 The Recipient shall provide such information, reports and/or documentation as VisitScotland may request at any time or from time to time in order for it to establish that the Grant Award has been properly claimed and used in accordance with this Contract.

4.2 Without prejudice to the generality of clause 4.1, the Recipient shall:

4.2.1 provide to VisitScotland the reports (if any) that are specifically identified in the Award Letter; and

4.2.2 permit any person authorised by VisitScotland such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's use of the Grant Award and/or its compliance with the terms of this Contract.

5. **The Recipient's Warranties and Undertakings**

5.1 The Recipient warrants and undertakes to VisitScotland that:

5.1.1 neither its acceptance of the Grant Award nor its performance or observance of any of its obligations contained in this Contract will:

5.1.1.1 conflict with or result in any breach of any law, statutory regulation, agreement, obligation or duty by which it is bound; and/or

5.1.1.2 cause any limitation on any of its rights or powers to be breached;

5.1.2 the information contained in the Expression of Interest (if applicable), Application Form and all other financial and other information which has been disclosed to VisitScotland, is true, complete and accurate;

5.1.3 it will provide VisitScotland such further information about its business, operations and/or financial position as VisitScotland may reasonably request;

5.1.4 it will keep proper financial and other records to VisitScotland's reasonable satisfaction and make them available for inspection by VisitScotland and/or its agents;

5.1.5 it will ensure that any consultant, contractor or supplier involved in the performance of the Recipient's business or operations is paid in a timely manner; and

5.1.6 it will comply with all applicable laws in the performance of its business and operations.

5.2 The Recipient shall at all times during the course of this Contract comply with prudent business practice with regard to the insurance of matters related to this Contract.

5.3 In order to demonstrate to the public that the funds which they have ultimately provided are making a contribution to their community and/or nation the Recipient undertakes to provide such recognition and acknowledgement of the Grant Award as may be required by VisitScotland.

6. **Liability**

6.1 Nothing in this Contract shall restrict or limit VisitScotland's liability to the Recipient for death or personal injury arising out of VisitScotland's negligence or for any other liability that cannot be restricted or limited by VisitScotland under applicable law.

6.2 Subject to clause 6.1, VisitScotland's liability under this Contract is limited to the payment of the Grant Award.

6.3 Without prejudice to clause 6.2, VisitScotland accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant Award or from withdrawal of the Grant Award.

6.4 The Recipient shall indemnify and keep indemnified VisitScotland (and its employees, agents, officers or sub-contractors) against all actions, claims, losses, damages and expenses, howsoever arising, that VisitScotland (and/or its employees, agents, officers or sub-contractors) may directly or indirectly sustain or incur as a result of this Contract (except to the extent that the same may arise out of the action, default or negligence of VisitScotland and/or its employees, agents, officers or sub-contractors).

6.5 This clause 6 shall survive termination or expiry of this Contract for any reason.

7. **Default and Repayment**

7.1 The Grant Award shall become immediately repayable by the Recipient to VisitScotland or may be varied or withheld (in whole or in part) at VisitScotland's sole discretion upon the occurrence of an Event of Default.

- 7.2 For the purposes of this clause 7, an "**Event of Default**" shall occur if:
- 7.2.1 the Recipient fails to comply with any or all of the terms, conditions, warranties, undertakings and/or obligations set out in this Contract;
- 7.2.2 the Recipient provides any information that is false or misleading and/or the Recipient acts fraudulently in connection with the Grant Award and/or this Contract;
- 7.2.3 the Recipient does anything that does or may cause damage to the reputation or goodwill of VisitScotland and/or the Scottish tourism and/or events industry; and/or
- 7.2.4 the Grant Award is determined to be illegal by any Court or regulatory authority.
- 7.3 Unless VisitScotland agrees (at its sole discretion) to change the requirements giving rise to an Event of Default or to waive the relevant Event of Default, VisitScotland shall at any time after the occurrence of an Event of Default be entitled to demand by written notice served on the Recipient immediate repayment of all or part of the Grant Award, and on such demand being made the Grant Award (or part demanded) shall be repaid to VisitScotland by the Recipient no later than 30 days after the demand is made by VisitScotland.
- 7.4 The Recipient will be responsible for paying all costs incurred by VisitScotland in connection with investigation and/or the exercise or enforcement of its rights in connection with an Event of Default, including (but not limited to) all fees of agents, solicitors, surveyors and accountants employed by VisitScotland.
- 7.5 This clause 7 is without prejudice to VisitScotland's other rights and/or remedies under this Contract. This clause 7 shall survive termination or expiry of this Contract for any reason.
- 8. Intellectual Property and Data Protection**
- 8.1 VisitScotland and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, technology, know-how and any other intellectual property rights whatsoever owned by either VisitScotland or the Recipient (or their licensors) before the date of this Contract or developed by either Party during the term of this Contract (or after) shall remain the property of that Party.
- 8.2 The Recipient grants to VisitScotland a non-exclusive, worldwide, perpetual and royalty-free licence to use the intellectual property rights in and to all documents, materials and other items that are submitted to VisitScotland by or on behalf of the Recipient in connection with this Contract.
- 8.3 The Recipient must ensure that the documents, materials and other items produced or submitted by or on behalf of the Recipient in connection with this Contract (and the use of such documents, material and other items by or on behalf of VisitScotland) does not infringe the intellectual property or other rights of any third party.
- 8.4 Each Party agrees that, in the performance of its respective obligations under this Contract, it shall comply with the provisions of the Data Protection Legislation.
- 9. Notices**
- 9.1 Any notice or other communication required to be given under this Contract:
- 9.1.1 to VisitScotland, shall be sent by email to legalnotices@visitscotland.com; or
- 9.1.2 to the Recipient, shall be sent by email to the Recipient at the email address stated in the Award Letter or to any other contact email address that VisitScotland may hold for the Recipient from time to time.
- 9.2 Any notice or other communication to be given in terms of this Contract shall be given in accordance with clause 9.1 and shall be deemed to have been received on the next business day after it is sent.
- 10. Confidentiality and Freedom of Information**
- 10.1 Subject to clauses 10.2, 10.3, 10.4 and 10.5, each Party shall during the term of this Contract and thereafter keep confidential all confidential and/or commercially sensitive information disclosed to it by (or on behalf of) the other Party in connection with this Contract and shall not disclose the same to any person save to the extent necessary to perform its obligations or exercise its rights under this Contract or as may be expressly authorised by the other Party.
- 10.2 The provisions of clause 10.1 shall not apply to any information which:
- 10.2.1 is or later comes into the public domain otherwise than by breach of this Contract or any other agreement between the Parties;
- 10.2.2 is in the lawful possession of the receiving Party prior to its receipt from the other Party;
- 10.2.3 is independently received from a third party who is free from any obligations to a third party not to disclose it;

- 10.2.4 is conceived by the receiving Party independently of the information received or required from the other Party; or
- 10.2.5 the receiving Party:
- 10.2.5.1 is bound by applicable laws or regulations, including any requirement for disclosure under Freedom of Information (Scotland) Act 2002;
- 10.2.5.2 is required by a court, tribunal or supervisory authority or competent jurisdiction to disclose;
- 10.2.5.3 is required by any other statute to pass information, as required, to Government agencies; or
- 10.2.5.4 is disclosed by VisitScotland to Scottish Ministers or any other public sector body in connection with the Fund.
- 10.3 The Recipient acknowledges that VisitScotland, as a public sector body in Scotland, is subject to the requirements of certain access to information legislation, including the Freedom of Information (Scotland) Act 2002, the Access to Environmental Information (Scotland) Regulations 2004 and the Public Services Reform (Scotland) Act 2010 (the "**Information Laws**").
- 10.4 The Recipient acknowledges that VisitScotland may be obliged under the Information Laws to disclose information relating to the Recipient. Each Party will take reasonable steps, where appropriate, to give the Recipient advance notice of the proposed disclosure of any of the Recipient's commercially sensitive or confidential information, or failing that, to draw the relevant disclosure to the Recipient's attention as soon as reasonably practicable after any such disclosure.
- 10.5 The Recipient acknowledges that VisitScotland will be responsible for determining in its own absolute discretion whether any information requires to be disclosed in accordance with the provisions of the Information Laws, and that nothing in this Contract shall prevent VisitScotland from disclosing (and VisitScotland shall not have any liability to the Recipient in connection with the disclosure of) any information pursuant to the Information Laws.
11. **Dispute Resolution**
- 11.1 VisitScotland and the Recipient shall use reasonable endeavours to resolve any dispute at an operational level as soon as possible through negotiation.
- 11.2 Subject to clauses 11.3 and 11.5, if the Parties are unable to resolve any dispute through negotiation in accordance with clause 11.1 then clause 15 shall apply.
- 11.3 At any time before court proceedings are commenced, the Parties may (but are not bound to) agree that the dispute should be referred to arbitration in accordance with the provisions of clause 11.4.
- 11.4 If a dispute is not resolved in the first instance, the dispute shall be referred to the arbitration of a person agreed by both the Parties. Failing initial agreement, either Party may give written notice for the other Party to concur to the appointment of the arbiter. If after 14 days of written notice the Parties have not reached agreement, the Scottish Arbitration Centre shall, on the application of either Party appoint an arbiter. The Law of Scotland shall apply to all arbitration under these Conditions, and the award of the Arbiter shall be final and binding on both Parties subject to the Scottish Arbitration Rules 41 and 69, as set out in schedule 1 of the Arbitration (Scotland) Act 2010. The Arbiter shall have power to: (i) direct such measurements and valuations in order to determine the rights of the Parties; (ii) ascertain and amend any sum which ought to have been referred to, or included in, any payment; or review and revise any application for payment, instruction, variation, opinion, decision, requirement or notice; (iii) determine all matters in dispute which are submitted to him in such a manner as if no such application for payment, instruction, variation, opinion, decision, requirements or notice had been given; (iv) award compensation or damages and expenses to, or against, any of the Parties to the arbitration. The Arbiter shall be entitled to remuneration and reimbursement of his outlays. The Arbiter's remuneration and costs shall be met equally by VisitScotland and the Recipient, unless specifically instructed to the contrary by the Arbiter.
- 11.5 Nothing in this clause 11 shall prevent either Party from taking immediate action (including, but not limited to, by raising court proceedings) to protect or enforce any of its rights and/or remedies at any time.
12. **Subsidy Control Rules**
- 12.1 The Recipient acknowledges that the Grant Award is made subject to the Subsidy Control Rules. VisitScotland and the Scottish Ministers intend that the Fund (and the support it provided to recipients) is consistent with the applicable Subsidy Control Rules. This is because the Fund is intended to provide financial support to eligible economic actors in order to compensate them for the damage caused by the COVID-19 pandemic

and/or to provide temporary financial support to respond to the COVID-19 pandemic.

12.2 The Recipient shall provide such assistance, information and/or support as VisitScotland and/or the Scottish Government may reasonably require from time to time in connection with their respective responsibilities under the Subsidy Control Rules.

12.3 The Recipient acknowledges that VisitScotland may vary the terms of the Grant Award and/or this Contract in order to ensure compliance with its and/or the Scottish Ministers' duties under the Subsidy Control Rules at any time on providing written notice to the Recipient.

12.4 Without prejudice to VisitScotland's other rights and remedies under this Contract (including, but not limited to, under clause 7), the Recipient agrees that VisitScotland shall have the right to require the Recipient to repay to VisitScotland (within 30 days of VisitScotland's demand) all or any part of the Grant Award if:

12.4.1 any statement or confirmation given by the Recipient in its Expression of Interest and/or Application Form is determined by VisitScotland or any competent authority to be false or misleading; and/or

12.4.2 if it is otherwise determined by VisitScotland or any competent authority for any reason that the Recipient was not eligible to receive the Grant Award under the conditions of eligibility set out in the Fund Guidance and/or that the Grant Award is incompatible with the Subsidy Control Rules.

12.5 Without prejudice to the generality of clause 10.2.5.1, the Recipient acknowledges that VisitScotland and/or the Scottish Ministers will be entitled (at their sole discretion) to disclose information in relation to the Grant Award and/or this Contract in order to promote and/or facilitate compliance with their respective duties under the Subsidy Control Rules, including, but not limited to, their duties of transparency.

13. **Prevention of Corruption**

13.1 The Recipient shall comply with, and shall procure that its employees, personnel and contractors shall comply with, the Bribery Act 2010 in connection with the Grant Award and this Contract. In particular, but without limitation, the Recipient shall ensure that adequate controls are in place to prevent bribery.

14. **General**

14.1 The Recipient may not assign or transfer any of its rights or obligations under this Contract without the prior written consent of VisitScotland.

VisitScotland may assign or transfer any of its rights or obligations under this Contract at any time on providing notice to the Recipient.

14.2 This Contract shall not create any partnership or joint venture between VisitScotland and the Recipient, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitment for or on behalf of the other Party.

14.3 No failure or delay by VisitScotland in exercising any right, power or privilege under this Contract shall impair the same or operate as a waiver of the same, nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

14.4 The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

14.5 This Contract supersedes any prior agreements and arrangements between VisitScotland and the Recipient in connection with the Grant Award and constitutes the entire agreement between VisitScotland and the Recipient relating to the provision of the Grant Award by VisitScotland.

15. **Governing Law and Jurisdiction**

This Contract shall be governed by and construed in all respects in accordance with the law of Scotland and, subject to clause 11, any disputes relating to this Contract shall be subject to the non-exclusive jurisdiction of the Scottish Courts.

Sector & Destination Operational & Market Readiness Fund: Application Form

Important Information

The person completing the following **Sector & Destination Operational & Market Readiness Fund** application form must be the owner of the organisation or be authorised to complete the form on behalf of the organisation.

We recommend that you have a copy of the **Sector & Destination Operational & Market Readiness Fund Guidelines**, which can be found at: www.visitscotland.org/supporting-your-business/funding/operational-market-readiness-fund nearby so you can refer to them when completing this form.

If you have any issues or require a different format for accessibility reasons, please contact Sector&DestinationFundEnquiries@visitscotland.com

Completed forms should be returned via email to Sector&DestinationFund@visitscotland.com before 5.00pm on Tuesday 26 January 2021.

Organisation Details

Legal Name of Organisation *

Islay & Jura Tourism & Marketing Group

Trading Name (if different)

Explore Islay & Jura

Organisation Website / Web Presence & Consumer/B2B Channels *

Please provide details of all and include the reach for each channel pre-COVID-19

www.islayjura.com

Company Registration Number (if applicable)

Charity Registration Number (if applicable)

National VAT Number (if applicable)

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Size of Organisation *

A micro or small organisation is an undertaking that has less than 50 employees and less than 10 million euros of annual turnover and/or balance sheet. An SME organisation is an undertaking that has 50 or more employees and 10 million euros or more of annual turnover and/or annual balance sheet. A large organisation is an undertaking that has 250 or more employees and 50 million euros or more of annual turnover and/or 43 million euro annual balance sheet

Micro/Small	X
SME	
Large	

Sector or Destination Organisation *

Sector	
Destination	X

Membership based Organisation *

If Yes, please supply your membership numbers as requested below

Yes	X
No	

Pre-COVID-19	130
Current	
Projected Post-COVID-19	

Regional Spread, do you cover pan-Scotland, multi-regional or a regional group with significant reach of businesses across your area?

We are looking to support organisations that have a significant scale and reach within their region or who operate across multiple regions

Pan Scotland	
Multi-Regional – please list the areas you cover	
Regional group – please explain your scale / reach across your area	MDO covering Islay & Jura, with a major contribution to Argyll and the Isle Tourism Cooperative– covering the entire Argyll area

If your organisation is an SME or Large organisation, was your organisation in financial difficulty (as defined in the guidance for applicants) as at 31 December 2019? *

Please read the subsidy control section of the Guidance document before answering this question

Organisation Address in Scotland

These details relate to your registered business address in Scotland or a business premises in Scotland.

Organisation Address Line 1 *

Organisation Address Line 2

Organisation Address Line 3

City *

Postcode *

County *

Local Authority *

Applicant Contact Details

First Name(s) *

Last Name *

Role within Organisation *

Email Address *

Please confirm whether you have received any other COVID-19 related grant funding and provide information on the grant(s) awarded.

N/A

If you have identified any of the Enterprise Agencies or DigitalBoost Development Grant as funders please provide details here of date of award, level of funding and what it was used for.

N/A

Use this section to provide a brief overview of your Organisation’s pre-COVID-19 market and operational focus. This should include details of your business engagement/membership and consumer focused activities, regional spread and focus, size of existing consumer and B2B audiences and types of businesses you work with.

Max 300 words. [See Guidance notes for more details](#)

130 members across the full range of tourism-related operators (accommodation providers, cafés, restaurants, visitor attractions, shops, distilleries etc.), providing social media engagement, marketing support and action, creation of Marketing events, advertising and promotion. Liaison and work with Wild About Argyll (AITC) in support of the promotion of Argyll as a tourist destination.

Use this section to provide a brief overview of which activities are fundamental to your organisation’s ability to be operationally and market ready post-COVID-19 and the current challenges you have delivering them.

Max 300 words.

After reorganisation and re-focusing of Explore Islay & Jura, moving our website interface and consolidating our cooperative engagement with Wild About Argyll, we are at the point, prior to Covid, of launching a major step up in our online and social media engagement. Postponing membership fees and unpredictable income for this coming season makes progress on this extremely difficult. Our intention had been to provide tailored coaching, training and support to members to help them make the most of these essential elements of marketing. Digital is even more important than ever now so any membership system improvements we can embrace have become fundamental to this group. We are seeking staffing costs in relation to the above.

Indicative Budget for Planned Activities

Please include breakdown of spend of projected activities, include cost, details of activities and expected outputs. (This budget is indicative and there is scope for flexibility as application timeframe may not allow for specific costings to be gathered).

Planned Activities – Please provide brief overview of specific activities eg. What type of website functionality development or which digital platform you may want to procure (see guidance notes for eligible activities)	Budget Required	Projected Outcomes – Please provide top level details of how this would contribute towards your operational and market readiness.
Employ Marketing Officer Travel, accommodation, subsistence Attending Exhibitions to promote area Tech kit – laptop, mobile phone, software, youtube channel Influences to promote area Website Build Local Food & Drink Promotion	£25,000 £2,500 £3,000 £3,000 £2,000 £10,000 £2,500	Looking for someone with previous experience Travel to Mainland to represent at events. Eg. VS Expo to represent members not able to leave their businesses. Expenses to bring to Islay. To boost profile of area on social media and connect with audience. Responsive site to allow easy of access for consumer. Taste Islay & Jura event etc. to support/ showcase producers



Confirmation

I can confirm that VisitScotland can publish the name and objectives of my organisation and the details of financial support given, including as part of media releases or publications. *	X
I confirm that, to the best of my knowledge, all the information provided in this form is true and accurate. *	X
I acknowledge that if my application is successful, I must sign and return the grant award letter and accept the terms and conditions before the funds will be paid into the organisation's bank account. *	X
I confirm and agree that for the purposes of this Fund, VisitScotland may share the information submitted in this form with the Scottish Government, Scottish Tourism Alliance (as part of the review/appeals process or aggregated for reporting purposes), Local Authorities, Scottish public bodies and Enterprise Bodies in Scotland, and auditors to assess my application and for verification and reporting purposes. For more information please see VisitScotland's privacy policy. *	X
I confirm that I am authorised to apply for funding on behalf of the business *	X

DATA PROTECTION NOTICE

We will use the personal data provided by you in this form to:

- assess your application for a grant and contact you regarding your application.
- monitor any grant made to your organisation and to perform any other requirements set out in the grant agreement between us.
- allow us to share data with industry representatives who will form part of the decision panel and an accountancy firm procured by VisitScotland to review and assess the financial evidence submitted in your application.
- allow us to share data with Scottish Government, European Commission, COSLA, Creative Scotland, Local Authorities and Enterprise Bodies in Scotland, Events Industry Advisory Group and VisitScotland's auditors for verification and reporting purposes.
- if you are successful, to allow us to pay the grant directly into your organisation's bank account, perform our part of the grant agreement and to allow us to report to Scottish Government and the European Commission, where applicable.
- contact you about taking part in a survey.

By submitting this form, you acknowledge that VisitScotland will use and share your personal data to administer and assess your application as described above. If you want to find out more about what we do with your data, please see VisitScotland's [Privacy Policy](#). We will retain your personal data after the completion of the grant agreement for a period and thereafter, your data will be deleted. We use Caspio to deliver the online application form. For more information, please see Caspio's [Privacy Notice](#).

E-Signature

Please submit this form along with supporting evidence to Sector&DestinationFund@visitscotland.com

Name of Organisation	Amount requested	Assessor recommended amount	Proposed award - Post top up of fund	Final Agreed Award	Comments - Assessing Team	Additional Info	Panel Notes	Updated Budget Plans
Islay & Jura Tourism Marketing Group T/A Explore Islay & Jura	48000.00	0.00	0.00	10000.00	<p>It is recommended that this application is rejected for several reasons:</p> <p>This application is extremely light on detail for all sections. This application lacks any clear evidence on the organisations impact or influence on businesses within their membership. While they have indicated that a lack of membership income and unpredictable income for 2021 season will have a negative effect on their ability to undertake activities, there is no clear evidence of impact on the activities they are proposing that will help them be operationally and market ready.</p> <p>Concerns over the scale and impact that this application would have in terms of the businesses the group represents (130) and the limited regional spread across just one island. Furthermore, the application confirms their role and involvement in the wider Argyll an the Isles Tourism Cooperative, who have applied to this fund for the full £50,000 (with the recommendation to award £44k)</p>	<p>Membership pre Covid was 130.</p> <p>Regional group - MDO covering Islay & Jura, with a major contribution to Argyll and the Isle Tourism Cooperative—covering the entire Argyll area</p>	<p>Caveat their membership and community piece.</p> <p>Aligned to AITC strategy</p>	<p>Following a conversation with the group they have updated their activity plan with 2 strands for their £10k Award - Community Engagement & Business Engagement & Support, details below:</p> <p>Community Engagement</p> <p>Increased Communications with Community Groups across the Islands & other key partners.</p> <ul style="list-style-type: none"> - Fortnightly communication with ICC Recovery Group, Calmac, Ferry Committee, Jura CC. - Continued roll out of Islay community Engagement programme including Islay community noticeboard updates re funding, Signage and updated visitor charter. - Develop Community video for social media, whatsapp updates. - Development of community focused Podcast for web optimization, encouraging responsible visitor behaviour. <p>Business Support & Engagement</p> <ul style="list-style-type: none"> - Increased business engagement and networking activities · Zoom costs towards delivery of member networking events. - Tourism Summit Nov 2021 for Islay & Jura Businesses - Employment of admin/marketing assistant – to deliver increased business enagement and Tourism Summit Business engagement event taking place in Nov 2021.

From: [REDACTED]
To: [Sector & Destination Fund](#)
Cc: [REDACTED]
Subject: Re: Sector & Destination Operational & Market Readiness Fund - Update on application
Date: 16 February 2021 16:01:54
Attachments: [REDACTED]

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Hi [REDACTED]

That is okay for me just waiting to hear from [REDACTED]

If not I am sure I can catch up with him before and update you for us all.

Kindest regards

[REDACTED]

[REDACTED]



Tel: [REDACTED]
Mob: [REDACTED]
[Email:](#) [REDACTED]

[REDACTED]

On 16 Feb 2021, at 15:50, Sector & Destination Fund
<Sector&DestinationFund@visitscotland.com> wrote:

Hi both

Thank you for coming back so quickly, would 10.30am on Thursday work for you?

Let me know and I can send out a Teams meeting request.

Kind regards

[REDACTED]

From: [REDACTED]
Sent: 16 February 2021 15:41
To: Sector & Destination Fund <Sector&DestinationFund@visitscotland.com>
Cc: [REDACTED]
Subject: Re: Sector & Destination Operational & Market Readiness Fund - Update on application

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Good afternoon [REDACTED]

Thank you very much for your email, as a committee we are thrilled and would be happy to discuss this with you and [REDACTED] in more detail.

After today's announcement it is with renewed focus that we once again need to ensure the future of our members' businesses and indeed tourism to Islay and Jura when given the chance.

Is there a best time for you both?

Kind Regards

[REDACTED]

[REDACTED]

<image001.png>

Tel: [REDACTED]

Mob: [REDACTED]

Email: [REDACTED]

[REDACTED]

On 16 Feb 2021, at 14:52, Sector & Destination Fund
<Sector&DestinationFund@visitscotland.com> wrote:

Hi Both

I hope that you're well. I am emailing in relation to your recent application to the Sector & Destination Operational and Market Readiness Fund. I'm happy to let you know that following the assessment process the Panel have agreed an award of £10,000 in principal for Islay & Jura Tourism Marketing Group. This award is caveated with the note that the panel would like to see an updated and more detailed Budget Plan (original attached).

The panel has requested that the revised activity plan focus specifically around business and membership support and community engagement activities. It would be good to have a call with you to discuss the above and to help develop an alternative plan. Would you be able to let me know your availability this week and I can set up call for myself and [REDACTED] so we can discuss?

Once again congratulations on the award and I look forward to speaking with you and progressing with your application.

Kind regards

[REDACTED]

Sector & Destination Fund Team

Stay safe, protect others, save lives. For the latest Scottish tourism and events information and advice around Coronavirus (COVID-19), please visit [our advice page](#).

You can find information and inspiration for future visits to Scotland on [our consumer website](#)

Before you print think about the ENVIRONMENT

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Tha am post-d seo (agus faidhle sam bith na chois) diomhair agus sochairichte. Mas ann le mearachd a tha thu air am post-d fhaighinn, cuir fios gun dàil chun neach a chur thugaibh e agus dubh às an teachdaireachd-sa sa bhad. Na dèan lethbhreac den fhiosrachadh, na foillsich e ann an dòigh sam bith, na dèan gnìomh ri a linn.

Dh'fhaodadh beachdan pearsanta a bhith gan cur an cèill sam post-d seo nach eil a' riochdachadh beachdan VisitScotland. Tha siostam post-dealain VisitScotland (an teachdaireachd sam post-dealain seo agus ceangalachain sam bith) ga mheasadh agus ga chlàradh gu tuairamach airson adhbharan tèarainteachd agus trèanadh.

Tha VisitScotland a' comhairleachadh gu bheil sibh a' fosgladh puist-d agus cheangalachain aig ur cunnart fhèin.
<Islay & Jura Budget Plan.docx>

Stay safe, protect others, save lives. For the latest Scottish tourism and events information and advice around Coronavirus (COVID-19), please visit [our advice page](#).

You can find information and inspiration for future visits to Scotland on [our consumer website](#)

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Tha VisitScotland a' comhairleachadh gu bheil sibh a' fosgladh puist-d agus cheangalachain aig ur cunnart fhèin.

From: [REDACTED]
To: [Sector & Destination Fund; Vicki Miller](#)
Cc: [REDACTED]
Subject: Islay and Jura Marketing Group (Explore Islay and Jura DMO)
Date: 07 March 2021 19:32:17
Attachments: [Grant Award - Islay & Jura Tourism & Marketing Group copy.pdf](#)
[Grant.tif](#)
[REDACTED]

This email originated from outside of VisitScotland. Please do not click links or open attachments unless you recognise the source of this email and know the content is safe.

Good evening Vicki, [REDACTED]

Thank you so very much from us all at Islay and Jura Marketing Group (Explore Islay and Jura DMO)

We are absolutely delighted to be able to undertake the promised actions through utilising this funding. We are excited to have already made a start on some of these projects already in the last few days and the engagement has been amazing and so positive throughout the community.

We will keep you all posted on our progress.

Once again thank you and we look forward to a good week with the statement on Tuesday sounding like its going to be more positive.

Kindest regards

[REDACTED]

[REDACTED]



Tel: [REDACTED]

Mob: [REDACTED]

[Email:](#) [REDACTED]

[REDACTED]

Your account statement

Issue date: 27 November 2020

ISLAY & JURA MARKETING GROUP

ISLE OF ISLAY

TREASURERS ACCOUNT

ISLAY MARKETING GROUP

Account summary

Balance On		
Total Paid In		
Total Paid Out		
Balance On		

Account activity

Date	Payment Type	Details	Paid In (£)	Paid Out (£)	Balance (£)

The "Details" column in your statement shows the date that a Debit Card payment went into or came out of your account only if that happened on a weekend or a Bank Holiday.

Payment types:

FPO - Faster Payment

