

MachairWind Small Donations Fund Project - Terms and Conditions

Last Updated: 31 July 2025

1. Introduction

These terms and conditions (“Terms”) govern participation in the Small Donations Fund Project (the “**Project**”) administered by MachairWind Limited, a company registered in Scotland (Company number: SC719630) and having its registered address at 320 St. Vincent Street, Glasgow, Scotland, G25AD (“**MachairWind**”).

By submitting an application for the Project, each applicant (“**Applicant**”) agrees to be bound by these Terms and acknowledges that all decisions made by MachairWind in relation to the Project are final and binding.

2. Application Period

The Project operates on a quarterly application cycle (each cycle referred to herein as an “**Application Period**”). Specific dates for each Application Period will be confirmed and published on the Project website. Applicants should refer to the website for the most up-to-date information regarding opening and closing dates for each Application Period.

MachairWind may at any time in its sole discretion:

- (i) extend the duration of an Application Period; or
- (ii) reduce or suspend an Application Period.

Incomplete applications or applications submitted out-with the relevant Application Period will not be considered by MachairWind.

3. Donation Amount

Each successful Applicant will receive a one-off donation of up to five hundred pounds (£500.00) sterling (the “**Funds**”) following the relevant Application Period.

4. Use of Funds

Successful Applicants must only use the Funds to support activities, initiatives and projects that contribute to community benefit, sustainability or local economic development within the MachairWind Community Area (each referred to herein as an “**Initiative**”), and shall not use the Funds for any of the following purposes:

- i) projects or initiatives that only benefit a single individual or family;
- ii) projects that require funding for salaries or other direct running costs;

- iii) 'bricks and mortar' construction projects;
- iv) political or religious purposes;
- v) any purpose that is adverse to MachairWind's business interests or its parent company or group companies or is adverse to the renewable energy industry or electricity industry;
- vi) to advance a loan or advance credit; or
- vii) any unlawful purpose whatsoever.

5. Eligibility

Subject to the Exclusions at clause 6, the Project is only available to Applicants who:

- i) are formally constituted organisations (e.g. registered charities, community groups, or schools); and
- ii) are operating within the areas of Islay, Jura, Colonsay, Ross of Mull and Iona (the "**MachairWind Community Area**").

Each Initiative is eligible to receive a maximum of one award of Funds per twelve (12) month period. Applicants are permitted to submit more than one application within the same twelve (12) month period, provided each application relates to a distinct and separate Initiative.

6. Exclusions

The Project is not available to Applicants who:

- i) promote any kind of discrimination; or
- ii) are religious organisations, trade unions or political parties;

7. Decision and Notification

Following each Application Period, MachairWind will review all submitted applications and make a decision within a reasonable timeframe. What constitutes a reasonable timeframe will be determined solely by MachairWind, taking into account the volume and nature of applications received. Once a decision has been made, MachairWind will notify all Applicants of the outcome, including those who have not been successful.

Applicants agree to be bound by the decisions of MachairWind, which are final in all matters relating to the Project. No correspondence will be entered into in respect of MachairWind's decision.

8. Breach and Repayment of Funds

If an Applicant is found to be in breach of any of these Terms, MachairWind reserves the right to require the Applicant to repay the full amount of the Funds received. This includes, but is not limited to, circumstances where:

- i) the Applicant has provided false or misleading information in the application;
- ii) the Funds have been used for purposes not permitted under these Terms; or
- iii) the Applicant has submitted more than one application for the same Initiative within a twelve (12) month period.

MachairWind may, in its sole discretion, determine whether a breach has occurred and will notify the Applicant in writing of any requirement to repay the Funds. Repayment must be made within thirty (30) days of such notice.

9. Reporting

To support transparency and promote the impact of the Funds, the Applicant agrees that it may, upon mutual agreement with MachairWind, provide a brief written summary outlining how the Funds were used.

These materials may be used by MachairWind for promotional purposes, including but not limited to press releases, social media, newsletters, and annual reports.

The Applicant confirms that any individual featured in any materials voluntarily submitted have given their informed consent for such use, and that no personal data will be shared without appropriate permissions in accordance with applicable data protection laws.

10. General

MachairWind will make payment of the Funds to all successful Applicants, once selected in accordance with clause 7, as soon as is reasonably practicable. However, MachairWind accepts no responsibility for any delay in payment of the Funds, regardless of the cause of such delay or who is at fault. Furthermore, MachairWind shall not be liable if payment of the Funds is not received by the Applicant in time for the Initiative for which the Funds were intended.

MachairWind and its group and parent companies will not in any circumstances be responsible or liable to compensate any Applicant or accept any responsibility or liability for any damage, loss, liability, personal injury, or disappointment incurred or suffered by

any Applicant in connection with the Project except to the extent which any applicable law prohibits any exclusion of liability or responsibility.

MachairWind reserves the right to amend these Terms at any point following advance written notice and the decision of MachairWind will be final in the event of any dispute regarding any aspect of these Terms.

MachairWind reserves the right to refuse participation in the Project or refuse to reward anyone that is in breach of these Terms.

MachairWind is not responsible for any technical issues or delays that may impede participation in the Project.

MachairWind reserves the right to amend or withdraw the Project at any time without prior written notice.

These Terms shall be governed by Scots law and shall be subject to the exclusive jurisdiction of the courts of Scotland.