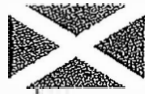


Population Health Directorate  
Health Improvement Division



Scottish Government  
Riaghaltas na h-Alba  
gov.scot

T: 0131 244 [REDACTED]  
E: [REDACTED]@gov.scot

[REDACTED]  
Head of Policy and Public Affairs  
Scottish Grocers' Federation

Via email [REDACTED]@sgfscot.co.uk

15 February 2018

Dear [REDACTED]

**MINIMUM UNIT PRICING – PRODUCTION, MARKETING AND DISTRIBUTION OF  
SMALLER RETAILERS' GUIDE**

I can confirm that the Scottish Government will make £18,000 available to contribute towards the costs incurred in the production of a Smaller Retailers' Guide on implementing minimum unit pricing for alcohol.

The detailed actions required include production, printing, marketing and distribution and are set out fully in the Scottish Grocers' Federation (SGF) proposal at **Annex B**. In addition to the detailed actions in the proposal, the SGF has agreed, as part of this funding, to place a one page advertisement in two March trade publications. The Scottish Government will produce the advertisement to the correct specifications and provide this to the SGF.

The grant is subject to our standard grant conditions set out in the attached **Annex A**. Funds will be released, as a one-off payment, on receipt of written confirmation that the SGF agree to the terms and conditions. We also require the SGF to provide an invoice for the full grant amount. Regular progress reports are required under the terms of this grant. It is also an express condition of the grant funding that the Scottish Government consents to the content of the final guidance before publication and distribution.

Yours sincerely

[REDACTED]

[REDACTED]  
Alcohol Policy Team Leader

## **ANNEX A**

### **MINIMUM UNIT PRICING – PRODUCTION, MARKETING AND DISTRIBUTION OF SMALLER RETAILERS' GUIDE**

1. The Scottish Grocers' Federation seeks grant funding of £18,000 to support the production of a smaller retailers' guide to the implementation of minimum unit pricing for alcohol.

2. In accepting the grant your organisation, the Scottish Grocers' Federation, is deemed to have agreed to the following conditions:

#### **Payment of the grant**

3. Funds will be released as a one off payment on receipt of written confirmation that the Scottish Grocers' Federation agree to the terms and conditions below.

4. The grant is recoverable to the extent that it is not used for the purposes for which it is paid. Should actual expenditure fall below the level of grant offered, or progress with work be unacceptably slow, or if at any time an assessment of the organisation's activities shows an unacceptable level of performance, a proportion of the grant will be recovered.

5. Any grant that is not spent on the purpose for which it has been given must be repaid unless agreement is reached with the Scottish Government.

#### **Performance Monitoring**

6. Regular fortnightly updates should be provided to the Scottish Government detailing progress in achieving the objectives and outcomes.

#### **Financial Monitoring**

7. The whole amount of the grant, or at the discretion of the Scottish Government, part of that amount, shall be repaid by the organisation should any of the following occur:

- o failure to comply with any terms and conditions contained in the grant offer, except where the Scottish Government has previously agreed in writing to the waiving of that term or condition;
- o the organisation ceases to function or is wound up, or ceases to operate for the purposes described in the grant application;
- o the organisation becomes apparently insolvent, or a petition is made for the sequestration of its estate in terms of the Bankruptcy (Scotland) Act 1985.

#### **General**

8. The grant must only be used for the purposes described in this letter. It may not be used for any other purpose without prior written consent of the Scottish Government.

9. No aspect of the activity funded by the grant should be party political in intention, use or presentation.

10. No other organisations than the Scottish Grocers' Federation, TLT LLP and the Scottish Government should be named in connection with the production of the retailers' guide.

11. The Scottish Grocers' Federation will not publish or distribute the guidance until the Scottish Government has reviewed and consented to the final content of the guidance.

12. The Scottish Grocers' Federation should have completed production of the guidance and submitted a final draft to the Scottish Government by 31st March 2018 at the latest.

13. The organisation shall ensure that in carrying out the activities for which the grant has been given that they and anyone acting on their behalf shall comply with the law for the time being in force in Scotland, and in particular they shall not commit any act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relation Act 1976, the Race Relations (Amendment) Act 2000, or the Disability Discrimination Act 1995.

14. The organisation will acknowledge in all publicity materials the contribution of the Scottish Government grant to its costs.

15. The organisation shall make available for inspection by authorised officers of the Scottish Government, the National Audit Office and Audit Scotland such accounts and other documents as they may reasonably require to see relating to the grant itself, and the other conditions on which it is given.

16. The funding provided is a one-off payment for the purposes of producing, distributing and marketing a retailers' guide.

#### Acceptance

17. I accept the foregoing conditions of grant.

Signed 

(by a person duly authorised to sign on behalf of the Scottish Grocers' Federation)

Date 15/2/18



## Minimum Unit Pricing

### Proposal for a Retailers' Guide

#### 1. The Legislation and the need for a Retailers' Guide

Promoting responsible community retailing is the key aim of SGF. We have a responsibility to develop fit-for-purpose compliance guides for our members to ensure that they are fully compliant with the new MUP regulations.

In partnership with, and with support from, the Scottish government, SGF seeks to produce a retailers' guide to the new Scottish. This will be produced in both hard copy and digital formats and on the SGF app. A similar partnership with the Scottish government produced the highly successful retailers guide to NVPs.

The new guide follows on from the successful guides produced for The Licensing (Scotland) Act 2005 and the Alcohol etc Act 2010

#### 2. Producing The Guide

To ensure that the regulations are understood and interpreted correctly SGF will engage the services of a legal-council (TLT Solicitors) to draft the guide.

1. The work required the ('Project Services') will be completed in a 2-month period;
2. Discussion as required with nominated contacts at SGF and the Scottish government
3. Drafting the booklet and agreeing final content with Scottish government and the Federation; and
4. The Project Services will continue until the booklet is delivered in draft (word) form (ready for publication) agreed with all stakeholders.

|  |
|--|
| Key milestones   |
| First Draft complete by 19 <sup>th</sup> February 2018 |
| Final Draft complete by 5 <sup>th</sup> March 2018     |

### 3. Design Requirements:

- A5 format 10 pages.
- Design and artwork of full document implementing revisions and any new content.
- Supply of final artwork to SGF.
- A5 booklet artwork as print ready hi res PDF.
- A5 booklet as single page document for home/office download and printing.

### 4. Printing Requirement:

- Size/spec: A5 (Portrait) 6pp + 4pp Cover.
- Printing: Four colour process plus machine seal throughout.
- Materials: Cover 300gsm Silk, text 170gsm silk finishing:
- Matt laminate outer cover, Score cover, fold, saddle stitch with 2 wires, trim to size and pack.
- Print run of 10,000 copies

### 5. Support Required:

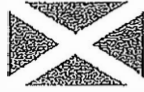
#### Total Cost

- Project Services
- Project Management (SGF)
- Design
- Printing
- Distribution
- Launch
- Advertising and promotion – advertise guide in trade press for 6 months post-launch. SGF will also conduct an awareness raising campaign with symbol groups. SGF's study tour on March 8<sup>th</sup> will include an in-depth awareness session for retailers on MUP.
- Office and administration (SGF)

£36,000

SGF would request support of £18,000 from the Scottish government.

Population Health Directorate  
Health Improvement Division



Scottish Government  
Riaghaidh na h-Alba  
gov.scot

T: 0131 24 [REDACTED]  
E: [REDACTED]@gov.scot

[REDACTED]  
Executive Director  
Scottish Wholesale Association

Via email: [REDACTED]@scottishwholesale.co.uk

5 June 2018

Dear [REDACTED]

#### **MINIMUM UNIT PRICING – GUIDANCE FOR WHOLESALERS**

I can confirm that the Scottish Government will make £3,000 available to contribute towards the costs incurred in the production of guidance for wholesalers on implementing minimum unit pricing for alcohol.

The grant is subject to our standard grant conditions set out in the attached Annex A. Funds will be released, as a one-off payment, on receipt of written confirmation that the SWA agree to the terms and conditions. We also require the SWA to provide an invoice for the full grant amount. Regular progress reports are required under the terms of this grant. It is also an express condition of the grant funding that the Scottish Government consents to the content of the final guidance before publication and distribution.

Yours sincerely

[REDACTED]  
[REDACTED]  
**Alcohol Policy Team**

## ANNEX A

### MINIMUM UNIT PRICING – GUIDANCE FOR WHOLESALERS

1. The Scottish Wholesale Association seeks grant funding of £3,000 to support the production of guidance for wholesalers on implementing minimum unit pricing for alcohol.

2. In accepting the grant your organisation, the Scottish Wholesale Association, is deemed to have agreed to the following conditions:

#### Payment of the grant

3. Funds will be released as a one off payment on receipt of written confirmation that the Scottish Wholesale Association agree to the terms and conditions below.

4. The grant is recoverable to the extent that it is not used for the purposes for which it is paid. Should actual expenditure fall below the level of grant offered, or progress with work be unacceptably slow, or if at any time an assessment of the organisation's activities shows an unacceptable level of performance, a proportion of the grant will be recovered.

5. Any grant that is not spent on the purpose for which it has been given must be repaid unless agreement is reached with the Scottish Government.

#### Performance Monitoring

6. Regular fortnightly updates should be provided to the Scottish Government detailing progress in achieving the objectives and outcomes.

#### Financial Monitoring

7. The whole amount of the grant, or at the discretion of the Scottish Government, part of that amount, shall be repaid by the organisation should any of the following occur:

- o failure to comply with any terms and conditions contained in the grant offer, except where the Scottish Government has previously agreed in writing to the waiving of that term or condition;
- o the organisation ceases to function or is wound up, or ceases to operate for the purposes described in the grant application;
- o the organisation becomes apparently insolvent, or a petition is made for the sequestration of its estate in terms of the Bankruptcy (Scotland) Act 1985.

#### General

8. The grant must only be used for the purposes described in this letter. It may not be used for any other purpose without prior written consent of the Scottish Government.

9. No aspect of the activity funded by the grant should be party political in intention, use or presentation.

10. No other organisations than the Scottish Wholesale Association, TLT LLP and the Scottish Government should be named in connection with the production of the retailers' guide.

11. The Scottish Wholesale Association will not publish or distribute the guidance until the Scottish Government has reviewed and consented to the final content of the guidance.

12. The Scottish Wholesale Association should have completed production of the guidance and submitted a final draft to the Scottish Government by 31st March 2018 at the latest.

13. The organisation shall ensure that in carrying out the activities for which the grant has been given that they and anyone acting on their behalf shall comply with the law for the time being in force in Scotland, and in particular they shall not commit any act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, or the Disability Discrimination Act 1995.


14. The organisation will acknowledge in all publicity materials the contribution of the Scottish Government grant to its costs.

15. The organisation shall make available for inspection by authorised officers of the Scottish Government, the National Audit Office and Audit Scotland such accounts and other documents as they may reasonably require to see relating to the grant itself, and the other conditions on which it is given.

16. The funding provided is a one-off payment for the purposes of producing, distributing and marketing a retailers' guide.

#### Acceptance

17. I accept the foregoing conditions of grant.

Signed   
(by a person duly authorised to sign on behalf of the Scottish Wholesale Association)

Date

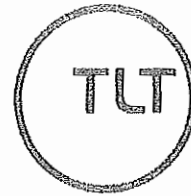
13/6/18



TLT LLP

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F +44 (0)333 006 0411  
DX GW138 Glasgow

www.TLTsollicitors.com



# Invoice

Scottish Wholesale Association  
30 McDonald Place  
Edinburgh  
EH7 4NH

Invoice number **1129991**  
VAT Reg No [REDACTED]  
Date **29/03/2018**  
Our ref **SM30/SM30/101674/000004**  
Your ref

Matter: **- MUP Wholesalers Guide - - - -**  
Period of charge: to

|   | Fees             | Disbursements | VAT @ 20% |
|---|------------------|---------------|-----------|
| Professional charges for the supply of legal services |                  |               |           |
| Our costs   | £2,500.00        |               | £500.00   |
| Disbursements & other TLT Charges                     |                  |               |           |
| Sub-totals  | £2,500.00        | £0.00         | £500.00   |
| Total fees, disbursements and VAT                     | £0.00            |               |           |
| Less amount paid on account (if any)                  | £0.00            |               |           |
| <b>Balance now due</b>                                | <b>£3,000.00</b> |               |           |

\* Denotes disbursement(s) not yet paid

Bank Account Details: Barclays Bank, 55 Broadmead, Bristol BS1 3EA

Please quote the Invoice Number above as a reference  
Interest: If payment is not made within 14 days interest will accrue on any outstanding balance at the rate of 4% a year above the Royal Bank of Scotland plc base lending rate.  
Complaints: If you have a complaint about this bill please contact the partner supervising your work. If this does not resolve the query, please contact the Complaints Partner at 140 West George Street Glasgow G2 2HG within one month of the bill being delivered. Interest will accrue whilst the investigation is carried out unless formally agreed with you in writing.

# Invoice Narrative

Invoice number 1129991  
VAT Reg No [REDACTED]  
Date 29/03/2018  
Our ref SM30/SM30/101674/000004  
Your ref

**Matter:** - MUP Wholesalers Guide - - - -

**Period of charge:** to

Professional charges for the supply of legal services in connection with the above matter, in particular:

Fee in connection with work carried out in relation to Minimum Unit Pricing.