

Appendix 2 Terms and Conditions of Heritage Lottery Fund Stage 1 Award

- 1 You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
- 2 You must achieve the Approved Purposes by the Grant Expiry Date.
- 3 You must use the Property, or allow it to be used, only for the Approved Usage.
- 4 As well as these terms of grant, you must follow the conditions (if any) set out in the Grant Notification Letter and meet the conditions and requirements set out in 'Managing your grant'.
- 5 You must carry out the Approved Purposes in line with current best practice and to a standard that is appropriate to a project of importance to the national heritage.
- 6 You must not start work to achieve the Approved Purposes without our approval beforehand.
- 7 You must send us, in line with our instructions, the information we ask for in 'Managing your grant'.
- 8 You must give us any financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
- 9 You must allow us (or anyone we authorise) to have any access we may need to:
 - a inspect the Property and any work to it;
 - b monitor the conduct and progress of the Approved Purposes; and
 - c monitor the Approved Usage.
- 10 If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.
- 11 You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage.
- 12 Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with contractors and professional advisers to allow you to finish that phase of the work. Each contract must be on terms that an employer with appropriate experience would enter into with contractors and professional advisers to provide similar work or services for projects of the same size, value, complexity and importance as the Approved Purposes. Building contracts must contain a clause which allows you to withhold part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
- 13 If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in 'Managing your grant'.
- 14 You must continue to own the Property and keep exclusive control over what happens to it. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our

- 22 You give us the right to use the photographs, transparencies or digital images you send us. You must get any permission you need for you and us to use the photographs, transparencies or digital images before you send them to us or before you use them.
- 23 We may make the purpose and amount of the Grant public in whatever way we think fit.
- 24 We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures and terms set out in 'Managing your grant' as long as:
 - a the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
- 25 You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
- 26 You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
 - a you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d any competent authority directs the repayment of the Grant;
 - e there is a significant change in your status;
 - f you knowingly withhold information that is relevant to the content of your Application; or
 - g You fail to keep to any of these terms of grant.
- 27 We may decide not to ask you to repay the Grant (or any part of it as we think fit) for the reasons set out in 'Managing your grant' but it is for us to decide whether one of those reasons applies, or not.
- 28 If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.

29 [This paragraph is only applicable if you are a local authority]

- a Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept these terms of grant, together with a statement containing the information set out in paragraph b below.
- b The statement must include the following information.
- The power (statutory or otherwise) you have and which you have used to accept these terms of grant.
 - An extract of that part of your policy framework under which you have accepted these terms of grant
 - The executive arrangements under which your decision to accept these terms of grant was made.
 - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
 - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- c Without affecting paragraph 32 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.
- d We may withdraw the Grant (after considering the matters referred to in paragraphs 29a and 29b) if we are not satisfied that these terms of grant are valid and binding on you.
- e Within 21 days of sending us the document and information needed under paragraph 29a (or evidence of the confirmation of the decision in line with paragraph 29c), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:
- the powers you are relying on in accepting these terms of grant do allow you to enter into these arrangements
 - you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
 - you have taken account of only, and all, relevant considerations in using those powers.

You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.

- f You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph g below.
- g You promise that:
- you have the authority to accept these terms of grant;
 - in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and
 - your decision to accept these terms of grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.
- 30 If you sell or otherwise part with all or part of the Property without our permission under paragraph 14, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds (we will work out the share in line with the guidelines in 'Managing your grant') if that share is more than the amount we would otherwise be entitled to under paragraph 26 .
- 31 You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
- 32 You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.
- 33 If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
- 34 We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
- 35 If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
- 36 Any notice, request or other document we or you send to each other under these terms of grant must be delivered or sent by post to the addresses in the Grant Notification Letter, or to any other addresses we may specify.
- 37 Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
- 38 These terms of grant will last for the period set out in the Grant Notification Letter.
- 39 These terms of grant cannot be enforced by anybody other than you or us.

- 40 The First-Round Pass Letter might offer to provide you with funding for Development Work. If it does this, then the numbered terms of grant set out above will also apply to that funding but with the following changes:
- a. When they refer to "Approved Purposes" this means your Development Work.
 - b. When they refer to "Approved Usage" this means you using the product of the Development work to further the Project.
 - c. When they refer to a "Grant Expiry Date" this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
 - d. When they refer to "Grant" this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
 - e. When paragraphs 4, 37 and 39 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. Paragraphs 9a, 9c, 15, 16, 17, and 29 will not apply.