

NATURAL
ENGLAND

BIG
LOTTERY
FUND

CHANGING SPACES ACCESS TO NATURE

TERMS AND CONDITIONS FOR
REVENUE AND CAPITAL GRANTS



ACCESS TO NATURE

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**Thank you for your
interest in the
Access to Nature
programme**

If you have any queries about the programme, or if you have any particular communication needs, please contact the Changing Spaces Advice Line on: 0845 3671 671



www.naturalengland.org.uk/accesstonature

Access to Nature

Terms and Conditions for Revenue and Capital Grants

1 Definitions and interpretation

1.1 In these terms and conditions, the following words and expressions have the meanings given to them in this clause, save where otherwise provided.

“The Fund”	Big Lottery Fund of 1 Plough Place, Fetter Lane, London, EC4A 1DE and any body or organisation which succeeds to and carries on its functions in respect of the Access to Nature initiative.
“Constitution”	The constitution, rules, memorandum and articles of association trust deed or other constitutional document which governs and/or sets out the objects, powers, activities, membership and conduct of the Grant Recipient.
“Deed of Covenant”	The deed of covenant required by the Lead Organisation where there has been a purchase of land, in the form specified by or other wise acceptable to it.
“Disposal”	The sale, transfer, lease, licence or any other type of disposal of or otherwise parting with possession of or the creation of any incumbrance affecting the land
“Event of Default”	Any or all of the following: <ul style="list-style-type: none">• The Grant Recipient, (being an individual or a member of a partnership) commits an act of bankruptcy or makes any composition with his creditors.• The Grant Recipient, being a company or other corporation passes a resolution for, or becomes subject to an order of the court, that it be wound up or that a receiver, manager or administrator is appointed to all or any part of its assets.• Any creditor of a Grant Recipient obtains any judgement enforceable against all or any of its assets.• Grant is not used and applied in accordance with the Grant Recipients obligations herein, or is otherwise applied to costs, expenditure or expenses of the Grant Recipient not properly incurred in connection with the Grant Purpose.• Successful Completion has not occurred on the Project Completion Date, or the Lead Organisation (in its

discretion) decides at any time that Successful Completion is unlikely to occur.

- The Grant Recipient fails to perform or observe any obligation owed to the Lead Organisation pursuant to the Grant Contract.
- The Grant Recipient acts fraudulently, negligently or recklessly.
- There is a breach of any warranty on the part of the Grant Recipient given herein or otherwise on the Grant Contract.
- The Grant Recipient acts in any manner which may (in the reasonable opinion of the Lead Organisation or the Fund) have a detrimental effect on the Access to Nature initiative or which may bring into disrepute the reputation of the Lead Organisation, the Fund or any other applicant or recipient of Grant.
- The Grant Recipient fails to meet any of the terms or conditions for payment set out herein.
- The Grant Recipient completed the application form dishonestly or significantly incorrectly or misleadingly.
- The Grant Recipient, or any other person acting for it, gave any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Contract.
- The Grant Recipient, or volunteers or staff of the Grant Recipient, acts at any time during the length of the Grant Contract dishonestly or negligently in any way, directly or indirectly, to the Lead Organisation's detriment or to the detriment of the Fund or the Access to Nature Programme.
- The Grant Recipient, or volunteers or staff of the Grant Recipient are subject to an investigation or formal enquiry by the Police, Charity Commission, H M Revenue and Customs or other regulatory body.
- The Grant Recipient receives duplicate funding from any other source for the same or any part of a Grant Purpose.
- The Grant Recipient does not take positive steps to ensure equal opportunities in its own employment practices and in the delivery of and access to the Project.
- There is a significant change of purpose or ownership of the Grant Recipient during the period of the Grant Contract

or within a reasonable period after its termination such that the Lead Organisation or the Fund judges that the Grant is unlikely to fulfil the purposes of the Access to Nature initiative or the Grant Purpose.

- If at any stage during the application process or during the period of the Grant Contract the Grant Recipient does not let the Lead Organisation have the information that would affect its decision to award, continue or withdraw all or part of the Grant.
- The Grant Recipient becomes legally ineligible to hold the Grant.
- The Lead Organisation or the Fund believes that it has reasonable grounds to terminate the Grant Contract in order to protect public money
- Any funding due from other sources for the Project have been withdrawn or otherwise cannot be used for the Project.

“Financial Statement”

A statement showing the Grant Recipients income and expenditure for the relevant year and a balance sheet as at the end of that year in respect of and relating to the Grant Recipients activities in respect of the Project.

“Forms”

The forms of application, report, information, provision or otherwise specified by the Lead Organisation from time to time for use in connection with the Access to Nature Programme.

“Grant”

All and any monies offered for or paid to a Grant Recipient for a Grant Purpose.

“Grant Contract”

The contract created by the acceptance by the Grant Recipient of an offer of Grant made by the Lead Organisation.

“Grant Purpose”

For each element of Grant, that part of the process of establishing a Project that is designated in the Grant Contract.

“Grant Recipient”

Any person, company, corporation, body or organisation to which Grant is offered and any person, body, corporation or organisation succeeding to the same as owner, proprietor, manager, occupier or otherwise.

“Grant Scheme Information”

All information provided at any time to the Lead Organisation and the Fund in connection with:

- i) The Grant Recipients application for Grant
- ii) The application and use of Grant
- iii) The Project

iv) Any other purpose in connection with or in anticipation of the Grant Contract

“Incumbrance”	Any mortgage, charge, pledge, lien, covenant, easement, option or other incumbrance.
“Lead Organisation”	Natural England of 1 East Parade, Sheffield, S1 4AT and any body or authority which succeeds to and carries on its functions in respect of the Access to Nature initiative.
“Potential Event of Default”	Any event which the Lead Organisation believes would or might give rise to an Event of Default.
“Project”	The purpose of the Grant pursuant to and in accordance with the Grant Contract.
“Project Completion Date”	The date on or before which Successful Completion must be achieved in all respects in accordance with the Grant Contract.
“Project Details”	All and any things or matters approved by or required by the Lead Organisation as part of the Grant Purpose
“Repayment”	The repayment of and refund to the Lead Organisation or as it directs of all or any monies paid to the Grant Recipient by way of Grant
“Successful Completion”	The completion of the project on or before the Project Completion Date in accordance with the budget approved by and in conformity (in all material respects) with details approved by the Lead Organisation in a manner which achieves the aims of the Access to Nature initiative and which is otherwise in all respects in conformity with the Grant Contract.
“Third Party Funding”	Any funds used for any part of or in connection with the Project offered or provided by any person, body or organisation other than the Lead Organisation.

1.2 **Definitions relating to projects where the purchase of land has or is intended to take place**

“Deed of Covenant”	The deed of covenant required by the Lead Organisation in the form specified by or otherwise acceptable to it.
“Disposal”	The sale, transfer, lease, licence or any other type of disposal of, or otherwise parting with possession of or the creation of any incumbrance
“Full Market Value”	Is a value determined by an independent surveyor or valuer approved by the Lead Organisation and the Fund in writing as

being the open market value of a relevant site as between a willing seller and a willing buyer.

“Legal Charge”	The legal charge required (if required) by the Lead Organisation pursuant to a Grant Contract in a form required by or otherwise acceptable to the Lead Organisation.
“Liability Period”	The lesser of the term of any lease or licence pursuant to which the Grant Recipient owns or is entitled to own and/or occupy the land and 40 years, or the term specified in the Grant Contract.
“Relevant Proportion”	The proportion of full market value as the aggregate of all the funds advanced by the Lead Organisation by way of Grant bear to the proposed cost of the Project set out in and approved as part of the project details.
“Report on Title”	A report and certificate addressed to and in form and substance satisfactory to the Lead Organisation from solicitors acceptable to the Lead Organisation confirming (amongst other points) the Grant Recipients title to or right to use and occupy the land.

2 General terms

- 2.1 The Grant is to be used exclusively for the purposes outlined in the Project Details. Any part of the unused Grant shall be held on trust for the Lead Organisation. The Grant Recipient will repay any Grant (including any unused Grant) to the Lead Organisation or the Fund immediately on demand.
- 2.2 During the period of the Grant the Grant Recipient will act in a fair and open manner without distinction as to race, religion, age, sex, sexual orientation or disability, and in compliance with the relevant legislation.
- 2.3 The Grant Recipient will ensure that all current and future members of its governing body receive a copy of these terms and conditions while the Grant Contract remains in force.
- 2.4 The Grant Recipient will at all times whilst the Grant Contract is in force ensure that they are properly constituted and regulated and that the receipt of the Grant and the delivery of the Project are within the powers of the Grant Recipients as set out in its Constitution. If requested by the Lead Organisation, the Grant Recipient will provide a legal opinion from a solicitor confirming this. If a legal opinion is requested, the Lead Organisation will not pay any of the Grant until it has received the opinion.
- 2.5 The Grant Recipient understands that the Grant Contract is not negotiable and will not be changed and that it is bound by the terms and conditions contained herein.
- 2.6 The Grant Contract may be novated to the Fund if any of the Events of Default occur.

- 2.7 The Fund has the right (under the Contracts (Rights of Third Parties) Act 1999) to enforce any of the Lead Organisation's rights under the Grant Contract. These rights may not be altered or extinguished without the consent in writing of the Fund.
- 2.8 The Lead Organisation is not liable, except for death or personal injury resulting from negligence or fraud to any person for any matter arising in connection with the development, planning, construction, operation, management and administration of the Project or to the Grant Recipient for any loss or damage arising directly or indirectly as the result of the Grant Recipient complying with the Grant Contract.
- 2.9 The Grant Recipient acknowledges that the Lead Organisation may share information about the Project and the Grant Recipient with any parties of its choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the Project and the Grant Recipient may be broadcast on television, on the Lead Organisation or the Fund's websites, in newspapers and through other media.
- 2.10 The Grant Recipient acknowledges that the Lead Organisation will not increase the Grant if the Grant Recipient spends more than the agreed budget.

3 The Project

- 3.1 The Grant Recipient will ask the Lead Organisation for permission in writing before making any change to the Project or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.2 The Project start date will be no longer than a year from the date of the Grant Contract. If the Project is delayed the Grant Recipient should write to the Lead Organisation and request an extension.
- 3.3 The Project will be completed within the timescale set out in the Grant Contract.
- 3.4 The Grant shall not be used to pay for Project expenditure incurred before the date of the Grant Contract.
- 3.5 The Grant Recipient shall inform the Lead Organisation of any offer of funding for the Project from anyone else at any time during which the Grant Contract is in place. The Grant Recipient shall tell the Lead Organisation of any additional income received for the Project, including interest earned on the Grant.
- 3.6 The Grant Recipient shall secure any other funding needed for the delivery of the Project, in good time and will provide evidence to the Lead Organisation of this, such evidence to be of a type acceptable to the Lead Organisation.
- 3.7 If the Grant Recipient spends less than the whole Grant on the Project it shall return the unspent amount to the Lead Organisation promptly. If the Grant part-funds the Project the Grant Recipient will return the appropriate share of the unspent amount to the Lead Organisation.
- 3.8 Any changes to information provided to the Lead Organisation should be notified to them and all information should be true and kept up to date.

- 3.9 All management of personal information will meet the requirements of the Data Protection Act 1998.
- 3.10 The Grant Recipient agrees to meet all laws regulating the way it operates, the work it carries out, the staff it employs or the goods it buys, including, but without limitation:
 - 3.10.1 employment legislation;
 - 3.10.2 health and safety legislation;
 - 3.10.3 child and vulnerable adult protection legislation, including if appropriate, gaining registration (and providing the Lead Organisation with evidence this has been done) under the Children's Act 1989 before any payment can be made; and,
 - 3.10.4 Freedom of Information legislation.
- 3.11 If the Grant Recipient is a charity, they will register with the Charity Commission if their income goes over the minimum exemption figure.
- 3.12 The Grant Recipient shall have and keep in place systems to prevent fraud.
- 3.13 The Lead Organisation has the right to reproduce any part of a Grant Recipients application or subsequent information for any purpose that it sees fit without any right of a claim by the Grant Recipient in respect of copyright.

4 Pre-conditions to payment of Grant

- 4.1 Grant or any part of Grant will not be paid until the following conditions are fulfilled to the satisfaction of the Lead Organisation:
 - 4.1.1 The Constitution is (or the Grant Recipient has properly adopted a Constitution) in form acceptable to the Lead Organisation and any consent, resolution or procedure required pursuant to such Constitution as to the performance of the Grant Contract on the part of the Grant Recipient, and the fulfilment of any other condition, requirement or obligation required by that Constitution has been granted, properly made or performed.
 - 4.1.2 All requisite consents have been obtained and (insofar as any condition attached thereto) required performance or fulfilment prior to any given date or event such obligation or condition has been fulfilled or performed.
 - 4.1.3 Confirmation of the availability of and basis on which or (where appropriate) the terms and conditions on which third party funding is to be made available has been received and approved by the Lead Organisation.
 - 4.1.4 No Event of Default has occurred.
 - 4.1.5 No Potential Event of Default has occurred or is likely to occur.
 - 4.1.6 All Forms have been properly submitted to the Lead Organisation.

4.1.7 The Grant Recipient has complied with any requirement of or the term of any concession made by the Lead Organisation arising from its assessment of the Grant Recipients compliance or non-compliance with any of the foregoing and/or its assessment of the Project.

4.1.8 There has been no breach of warranty on the part of the Grant Recipient.

4.2 The Lead Organisation will not make any payment of Grant to any person, body or organisation which succeeds to and carries on the function of the Grant Recipient relating to the Project, whether or not such successor is formed or comes into being as a result of any provision of any offer of Grant or the Grant Contract or otherwise, unless and until such successor has been (in the sole discretion of the Lead Organisation) approved as such by the Lead Organisation and has in manner reasonably required by the Lead Organisation by deed of adherence or otherwise undertaken to be bound by all the terms and conditions of the Grant Contract and to indemnify the Lead Organisation and the Fund against any outstanding breach of any obligation owed by its predecessor to the Lead Organisation and/or the Fund.

4.3 If the project involves children, young people, or other vulnerable groups, the Grant Recipient will provide written evidence to the Lead Organisation of appropriate protection procedures which are in place at all times.

4.4 The Grant Recipient should provide written evidence to the Lead Organisation of an environmental policy and should adhere to the terms of that policy at all times during the continuance of the Project.

4.5 The Grant Recipient should provide written evidence to the Lead Organisation of its equal opportunities policy and should adhere to the terms of that policy at all times during the continuance of the Project.

4.6 **Pre-conditions to payment of Grant where there is land purchase involved in the project in addition to those outlined in section 4.1:**

4.6.1 The Lead Organisation has received or there is held to the Lead Organisation's order a properly prepared and executed Deed of Covenant.

4.6.2 The Lead Organisation has received and indicated its acceptance and approval of a Report on Title.

4.6.3 Where required by a Grant Contract the Lead Organisation has received or there is held to its order a properly prepared and executed Legal Charge.

5 Payment of Grant

5.1 The Grant will be paid by bank transfer (BACS) into a UK based bank account or building society account in the Grant Recipients name, which requires the signatures of at least two authorised people for every withdrawal. ATMs and debit cards should not be used to make cash withdrawals from the account.

5.2 The Grant Recipient will hold the Grant on trust for the Lead Organisation and may not transfer it, except as part of the Grant Purpose.

- 5.3 The Lead Organisation will not be liable for any losses or costs (including, but not only, bank charges) if Grant Payments are not made on the agreed date. The first claim for the Grant must be made within 18 months of the date of the Grant Contract, otherwise it will automatically lapse, unless the Lead Organisation agrees in writing to an extension.
- 5.4 Where there are exceptional circumstances where financial hardship can be proven, an advance payment of Grant may be authorised up to a prescribed amount. The advance must be applied for in writing, outlining the need for the payment and no expenses to be covered by the advance must be incurred until the advance payment has been authorised. The payment should be accounted for in the next Grant claim and evidence of expenditure in the form of receipts should be provided to show how that the advance payment was applied correctly for the Grant Purpose.
- 5.5 When a Grant claim is submitted, if the Lead Organisation are not satisfied that the Grant Recipient has met all the terms of the Grant Contract, or they need extra information or documents, they may ask for this and may delay payment of the Grant until such a time that they are satisfied that the terms have been met, or the material requested has been received.
- 5.6 The Lead Organisation may suspend payment of the Grant if it wants to investigate any matters concerned with payment of the Grant to the Grant Recipient. The Lead Organisation accepts no liability for any consequences whether direct or indirect that comes about from the suspension even if the investigation finds no cause for concern

6 Repayment of Grant

- 6.1 On the happening of an Event of Default or on the occurrence of a Potential Event of Default the Lead Organisation may:
- 6.1.1 suspend or cancel any further payment of Grant; and/or
 - 6.1.2 require repayment; and/or
 - 6.1.3 make any further payment of Grant subject to such conditions as it may specify; and/or
 - 6.1.4 terminate the Grant Contract; and/or
 - 6.1.5 exercise any other rights it may have under and pursuant to the Grant Contract and the Deed of Covenant and (if appropriate) the Legal Charge.
- 6.2 On a demand for repayment the Grant Recipient must immediately repay and refund to the Lead Organisation an amount equal to the aggregate of all Grant paid to the Grant Recipient together with interest (after as well as before judgement thereof) at a rate which is the higher of 2% per annum above the base rate of Barclays Bank plc from time to time or the rate payable from time to time by the Lead Organisation to the Fund in such circumstances. Repayment pursuant to this clause shall be without prejudice to any provision of the Grant Contract and shall not release the Grant Recipient from performance and observation of any provision of it unless the Lead Organisation or the Fund informs the Grant Recipient that the Grant Contract is terminated.

6.3 Funds for the Grant are derived from the National Lottery Distribution Fund. The Lead Organisation's ability and obligation to make payments of grant under the Grant Contract is therefore dependent upon the continued operation of the National Lottery Distribution Fund, the continued allocation of lottery funds to the Fund and ultimately by the Fund to the Lead Organisation, and the Lead Organisation having access to sufficient of such funds to meet payment at the time a Grant Recipient requests payment of Grant. Where such funds are not available, the Lead Organisation shall not be obliged to make any payment of Grant and shall not be liable for any consequential losses which may arise as a result of the failure to pay Grant.

7 Grant recipient organisation

7.1 The Grant Recipient will obtain the written agreement of the Lead Organisation before:

7.1.1 changing its Constitution, concerning its aims, payments to members and members of its governing body, the sharing out of the organisations assets (whether the organisation is dissolved or not), or the admission of any new members;

7.1.2 transferring the organisations assets to or merging or amalgamating with, any other body including a company set up by us; or

7.1.3 changing its ownership, composition, structure or key personnel.

7.2 The Grant Recipient will notify the Lead Organisation in writing as soon as possible of any investigation concerning the organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue and Customs or any other regulatory body

7.3 The Grant Recipient will notify the Lead Organisation as soon as possible if any legal claims are made or threatened against it which would adversely affect the Project during the period of the Grant (including any claims made against members of the governing body or staff concerning the organisation).

7.4 The Grant Recipient will make itself available for meetings with the Lead Organisation and allow full and free access to its records however and wherever held and to any of its offices or buildings, or those acting on behalf of the Fund or the National Audit Office.

7.5 The Grant Recipient should not allow membership of any governing body to fall below the number of members specified in its Constitution as the minimum number of members permitted and should it do so will increase membership to that minimum number as soon as possible.

8 Annual report and accounts and maintenance of records

8.1 The Grant Recipient will comply with all relevant laws regarding the submission of accounts, audits or examination of accounts, annual reports, and annual returns.

8.2 The Grant will be acknowledged in the Grant Recipients annual report and accounts covering the period of the Project.

- 8.3 The Grant Recipient must keep proper and accurate accounts and records and show how the Grant is used and applied, how third party funding is used and applied and otherwise to properly reflect its affairs, transactions and financial dealings.
- 8.4 The Grant will be shown as a restricted fund under the description “Natural England Grant” in the Grant Recipient organisations annual accounts. If the Grant Recipient cannot show restricted funds in their accounts, a note will be included in the accounts, identifying the restricted fund. The Grant Recipient will identify unspent funds and assets in respect of the Grant separately in its accounting records.
- 8.5 The Grant Recipient will send a copy of their annual accounts to the Lead Organisation as soon as they have been approved in accordance with their Constitution and in any event within ten months of the end of the financial year for each year in which Grant payments are made. The accounts will be signed by a member of the management committee or other authorised person and externally audited or independently evaluated as appropriate for the Grant Recipient organisation. If the Grant Recipient is a statutory authority, it will send the Lead Organisation its accounts, signed and audited as required by the appropriate regulations.
- 8.6 The Grant Recipient will keep proper and up to date accounts and records for at least seven years after the termination of the Grant Contract, which show how the Grant has been used. These financial records will be available to the Lead Organisation to look at and copies will be provided.
- 8.7 The Grant Recipient will report fully to all members of its governing body or other appropriate persons on the financial position of its organisation.
- 8.8 The Grant Recipient must maintain a detailed register of its tangible or fixed assets.
- 8.9 The Grant Recipient must supply and provide using the Forms all and any information required by the Lead Organisation and or the Fund at or before the time designated, or if no time is designated, promptly on requirement.

9 Monitoring

- 9.1 The Grant Recipient will monitor the progress of the Project and complete regular reports to the Lead Organisation as required, using the Forms provided for this purpose.
- 9.2 The Grant Recipient will send any further information that the Lead Organisation requires about the Project or about the Grant Recipient organisation and its activities, the number of jobs created by the Project, the number of users and other beneficiaries and such other information as the Lead Organisation may require from time to time. The Lead Organisation and the Fund may use this information to monitor the Project and evaluate their Grant programmes.
- 9.3 The Grant Recipient will inform the Lead Organisation immediately in writing of anything that significantly delays, threatens or makes unlikely the Projects completion.
- 9.4 No variation of the Grant Contract shall be valid unless it is in writing signed by or on behalf of the Lead Organisation and the Grant Recipient.

9.5 The Grant Recipient will comply with any reasonable requirements that the Lead Organisation or the Fund may have for site visits, compliance visits, and meetings with employees and officers of the Grant Recipient at any time during or after the term of the Grant Contract or asset monitoring period.

10 Grants for salaries

10.1 The Grant Recipient will ensure that it has proper employment policies and procedures in place at all times. The Grant Recipient will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in its organisation.

10.2 If the Grant is salary for a new post, the Grant Recipient will make sure that the vacancy is advertised externally, using appropriate media (including media that could attract disadvantaged groups). The Grant Recipient will ensure that every advertisement is in accordance with all current best practice and acknowledges that the Lead Organisation is the funder of the post. This applies to any re-advertisement. The job description, a list of publications where the advertisements were placed and a copy of the letter of appointment must be kept. The Grant Recipient will provide copies to the Lead Organisation if requested to.

10.3 The Grant Recipient will maintain records of staff funded by the Lead Organisation including their names, salaries and their start, and, if appropriate, end dates and will provide this information to the Lead Organisation if requested to.

10.4 The Grant Recipient will maintain all main financial records including personnel and payroll records for staff funded by the Lead Organisation for seven years after the Grant Contract has ended. The Grant Recipient will make sure third parties employing staff funded by the Lead Organisation also meet this requirement. The Grant Recipient will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

11 Grants for capital assets (other than property)

11.1 If any part of the Grant is used to purchase any capital items (other than land) or a series of related capital items or services or a series of services costing more than £10000, the Grant Recipient will put out the order to competitive tender. If there are good reasons for not going out to tender, the Grant Recipient must obtain the agreement of the Lead Organisation beforehand. The Grant Recipient understands that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

11.2 If any part of the Grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of three years or more and vehicles costing up to and including £10000, the Grant Recipient will keep all receipts and invoices for the Lead Organisation to look at. If a vehicle is purchased a copy of the registration documents will be sent to the Lead Organisation no later than three months after the Grant money to purchase the vehicle has been advanced or claimed.

- 11.3 If any part of the Grant is used directly or indirectly to purchase or develop any intellectual property rights then the Grant Recipient will take the necessary steps to protect such rights and agrees that such rights will not be exploited by them without the Lead Organisation's prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. The Grant Recipient understands and accepts that if the Lead Organisation gives consent, it may be subject to conditions requiring the Grant Recipient to repay or share any money received.
- 11.4 The Grant Recipient will keep all assets funded by the Grant in safe and good repair and will make sure that the assets are adequately insured. Any loss resulting from payments made for assets before delivery will be the responsibility of the Grant Recipient. If the asset is damaged, destroyed or stolen, the Grant Recipient must inform the Lead Organisation in writing and also repair or replace it. The Grant Recipient must not change the purpose for which the Project assets, including assets owned by the Grant Recipient, are used during the asset monitoring period without the Lead Organisation's written approval.
- 11.5 Any assets purchased using the Grant monies will be monitored for a period of ten years after the purchase of the asset or the normal economic life, whichever is the shorter, for assets with a purchase price of over £50000. If the assets were bought for less than £50000, the monitoring period will be five years after the purchase of the asset or the length of the Grant Contract, whichever is the shorter. The Grant Recipient will provide the Lead Organisation with the information that it asks for and will allow the Lead Organisation or the Fund to inspect the assets for that period.
- 11.6 During the monitoring period, the Grant Recipient will provide an annual statement that the assets are still owned and insured by them. The assets will not be sold, given away or loaned without first receiving the written consent of the Lead Organisation. The Grant Recipient accepts that where the Lead Organisation agree to the sale of an asset, it may require that the sale is at full market value and/or subject to conditions requiring the Grant Recipient to repay all or part of the money received.
- 11.7 The Grant Recipient may not take out any loans secured on any of the assets funded or part-funded by the Grant unless the Lead Organisation's consent is received in advance in writing. Such agreement may be subject to conditions.

12 Grants for the purchase of land

- 12.1 The Grant Recipient understands that the Lead Organisation will require security over land purchased using Grant money awarded. This will usually be a Legal Charge in the standard Form which should be registered at the Land Registry and at Companies House if appropriate, or a Deed of Dedication in the standard Form or (where title is registered), a restriction entered on the Land Register against the title to the land or (where title is not registered) an Undertaking in the standard Form. As per the terms covering pre-conditions to payment of grant, no capital Grant money will be paid until the Lead Organisation has received evidence of the appropriate security being in place.
- 12.2 The Grant Recipient shall not secure any loans against the land purchased.

- 12.3 The purchase price paid for the land shall not be greater than the value placed on the land by the District Valuer. If the price is higher than this the Grant awarded by the Lead Organisation cannot be used to fund the land purchase.
- 12.4 The Grant Recipient will forward the following documents to the Lead Organisation prior to any payment of Grant for the purchase of land under the Grant Contract:
- a surveyors report on the condition of the property, its value and whether it is suitable for the Project;
 - confirmation by the Grant Recipients solicitors that all necessary consents for the use of the property for the purposes of the Grant have been obtained;
 - a certificate of title completed by the Grant Recipients solicitor together with appropriate security as referred to in clause 12.1 above;
 - confirmation from the Grant Recipients solicitor that the Grant Recipient has the legal powers necessary to sign the documents associated with the land purchase.

No money for the purchase of land will be paid to the Grant Recipient until the documents have been received by the Lead Organisation and unless the Lead Organisation is satisfied that the property is appropriate for the Project following consideration of the documents.

- 12.5 If any part of the Grant is to be used to purchase leasehold land, a copy of the lease will be forwarded to the Lead Organisation for approval. No money for the purchase of the lease will be paid to the Grant Recipient until the lease has been approved.
- 12.6 The length of the lease must be for a minimum term of years depending on the amount of Grant sought by the Grant Recipient:
- for a capital grant of up to £50000 a lease of at least five years without a break clause;
 - for a capital grant of more than £50000 but less than £250,000 a registered and assignable lease of at least ten years without a break clause;
 - for a capital grant of over £250000 (but less than £5 million) a registered and assignable lease of at least twenty years without a break clause.
- 12.7 The Grant Recipient shall not sell, lease, sub-let or otherwise dispose of or change the use of any land purchased without first having received the written consent of the Lead Organisation and the Fund and this consent may contain conditions that the Grant Recipient will have to meet.
- 12.8 If the land is sold or disposed of the Grant Recipient shall pay back to the Lead Organisation an amount in direct proportion to the share of the project cost that came from them. Sale or disposal shall be at full market value.
- 12.9 The Lead Organisation will continue to monitor land purchased with Grant money after the Project is over. The Grant Recipient will supply any information about and allow the Lead Organisation to inspect the land in accordance with its standard procedures for the longest of the following applicable periods:
- freehold property bought with a capital grant – 40 years after purchase;

- leasehold property bought with the capital grant – the unexpired period of the lease or for 40 years, whichever is the shorter.

12.10 The asset monitoring period will start from the date of purchase of the land.

12.11 The Grant Recipient must not without the prior consent of the Lead Organisation and the Fund permit or suffer any building or structure for which planning permission is required to be made, created or erected on land purchased using Grant money, unless it has been approved in the Project details or otherwise by the Lead Organisation or the Fund.

13 Length of Grant Contract

13.1 This Grant Contract remains in force for whichever of these is the longest time:

- for one year following payment of the last instalment of the Grant;
- as long as any part of the Grant remains unspent; or
- the expiry of the maximum period required under the Grant for asset monitoring, unless the Grant Contract is terminated earlier by the Lead Organisation or the Fund following an Event of Default

14 Publicity

14.1 The Grant Recipient must display and maintain at the project delivery centre, such plaques, signs or promotional material as the Lead Organisation and the Fund require.

14.2 The Grant Recipient hereby consents to the Lead Organisation and/or the Fund promoting its association with the Project and using and disclosing any information and material supplied to or acquired by the Lead Organisation and the Fund relating to the Grant Recipient in such manner as they may think fit.

14.3 The Grant Recipient must comply with and adhere to the advice, guidelines and requirements that may be from time to time set out by the Lead Organisation concerning publicity for the Project, the Grant Recipient and the association of the Lead Organisation and /or the Fund with the Grant Recipient.

14.4 The Grant Recipient must organise and hold any celebration and ceremony in connection with the Project or the Grant Contract as the Lead Organisation and/or the Fund may reasonably require.

14.5 The Grant Recipient shall give reasonable and appropriate notice of any celebration or event which can reasonably be considered to be significant held in respect of or relating to the Project.

14.6 The Grant Recipient must not make any announcement or engage in any promotional activity relating to the Project without the prior consent of the Lead Organisation and the Fund.

14.7 The Grant Recipient will publicly acknowledge the Grant as appropriate and practical. Both the Lead Organisation and the Fund branding and publicity guidelines will be followed at all times and the support of both parties will be acknowledged in any published documents that refer to the Project, including job advertisements, accounts

and public annual reports, or in written and spoken public presentations about the project.

- 14.8 The Grant Recipient agrees to do whatever the Lead Organisation or the Fund reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

15 Protection of children, young people and other vulnerable persons

- 15.1 If the project undertaken involves children, young people or other vulnerable groups, the Grant Recipient will have an appropriate protection policy in place at all times, to help them to comply with all relevant laws and good practice throughout the period of the Grant Contract. See also section 4.3 pre-conditions to payment of Grant.

16 Insurance

- 16.1 The Grant Recipient will maintain adequate insurance at all times and supply copies of current policies and evidence of premium payment to the Lead Organisation. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets that have been funded by the grant.
- 16.2 Where the Project involves land, insurance for loss of the land and or any structures on it should amount to the full reinstatement value.
- 16.3 Public and third party liability insurance should be for a sum of at least £2,000,000 per claim or such other sums as the Lead Organisation from time to time directs.

17 VAT

- 17.1 The Grant Recipient acknowledges that the Grant is not consideration for any taxable supply for VAT purposes by the Lead Organisation to the Grant Recipient. The Grant Recipient understands the Lead Organisation's obligations do not extend to paying the Grant Recipient any amounts in respect of VAT in addition to the Grant and that the Grant made by the Lead Organisation is inclusive of VAT.
- 17.2 The Grant Recipient agrees to repay the Lead Organisation immediately any VAT the Grant Recipient recovers whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.
- 17.3 The Grant Recipient will notify the Lead Organisation immediately if any irrecoverable VAT claimed under the Grant becomes recoverable.
- 17.4 The Grant Recipient will keep proper and up to date records relating to VAT, and will make such records available for the Lead Organisation to look at and will provide copies when requested.
- 17.5 If the Lead Organisation has funded all of the VAT costs for the Project the Grant Recipients agree to refund immediately all of the VAT it recovers to the Lead Organisation.

17.6 If the Lead Organisation has funded a proportion of the VAT costs for the Project, the Grant Recipient agrees to refund immediately the same proportion of the VAT recovered to the Lead Organisation.

18 Additional conditions

18.1 The Lead Organisation has the right to impose additional terms and conditions on the Grant, if:

- the Grant Recipient is in breach of the Grant Contract;
- the Lead Organisation withdraws any part of the funding for the Project;
- the Lead Organisation judges that members of the Grant Recipients governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project or on the Lead Organisation's reputation as a government sponsored body;
- the Lead Organisation has reasonable grounds to believe that it is necessary to protect the Grant money awarded;
- the Lead Organisation believes that such conditions are necessary or desirable to make sure that the Project is delivered as set out in the Grant Recipients application or following any agreed changes.

19 Grant Recipient Warranties

19.1 The Grant Recipient warrants and represents to the Lead Organisation that:

- 19.1.1 Any Grant scheme information furnished to the Lead Organisation and the Fund prior to the date of the Grant Contract was when furnished and was at the date of the Grant Contract true, accurate and not misleading in any material respect.
- 19.1.2 Any Grant scheme information furnished at any time to the Lead Organisation and the Fund will when furnished be true, accurate and not misleading in all material respects.
- 19.1.3 The Grant Recipient has disclosed to the Lead Organisation all information which would or might reasonably be thought to influence the Lead Organisation in the awarding or payment of Grant to the Grant Recipient or the amount of such Grant.
- 19.1.4 The Grant Recipient will immediately disclose in writing to the Lead Organisation any act, event or circumstance which arises or becomes known to it after the date of the Grant Contract which is inconsistent with any of the preceding warranties.
- 19.1.5 The Grant Recipient will not transfer any part of the Grant or any rights under the Grant Contract to another organisation or individual unless such transfer has been approved or required by the Lead Organisation or the Fund
- 19.1.6 The Grant Recipient will promptly on demand pay the Lead Organisation the amount of all costs and expenses (including legal fees) incurred by it arising from a breach by the Grant Recipient of the Grant Contract or any related documentation and the enforcement of any security (including for any avoidance of doubt the Legal Charge, if any) granted by the Grant Recipient to the Lead Organisation.

20 Governing law

- 20.1 The Grant Contract shall be governed by the laws of England and Wales.
- 20.2 In carrying out the Grant Contract the Grant Recipient shall pay particular attention to compliance with the provisions of the Data Protection Act 1998 and the Freedom of Information Act 2000.
- 20.3 This Grant Contract (and the documents referred to in it) supersedes any previous agreement between the parties in relation to the matters dealt with in it and represents the entire understanding between the parties in relation to such matters. Each party agrees that in entering into this Grant Contract it does not do so on the basis of and does not rely on any representation warranty or other provision except as expressly provided in this Grant Contract and all conditions warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Nothing in this clause shall operate to limit or exclude any liability for fraud.

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