

Landscape Partnerships

Standard terms of grant



Definitions:

- **'we', 'us', 'our'** – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).
- **'you', 'your'** – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.
- **Application** – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.
- **Approved Purposes** – the purposes for which you have applied for the Grant and how you or others ('a Third Party' or 'Third Parties') plan to carry out those purposes as set out in your Application. Taking into account:
 - a) any changes to the list of Landscape Partnership Programmes or other purposes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about the Grant Notification Letter; and
 - b) any changes to the list of projects you sent with your Application which may be amended from time to time with our written approval beforehand. Approved Purposes include receiving and using partnership funding as set out in your Application.
- **Approved Usage** – how you said you would use Your Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).
- **Development Work** – the production of documents, designs and plans, the provision of information, and the taking of other preliminary steps in the development of the between the first and second rounds.
- **First-Round Pass Letter** - our letter confirming that you can proceed to the second round and identifying any Development Work required to enable you to submit a second-round application for a grant from us to support your Scheme.
- **Grant** – the amount set out in the Grant Notification Letter.
- **Grant Expiry Date** – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter.
- **Grant Notification Letter** – our letter confirming our Grant award to you.
- **'Managing your grant'** – the documents we publish to guide you and regulate the conduct of the Approved Purposes, insurance, publicity, how we pay the Grant, how we recover the Grant, Scheme monitoring and changes to the Grant.

- **Scheme** – the landscape partnership scheme referred to in your Application that consists of, or includes, the Approved Purposes.
- **Third Party** – anybody (other than you) who owns or controls property listed in the Application
- **Third-Party Contract** – a contract that you enter into with a Third Party in line with paragraph 26c) of this Contract.
- **Third-Party Property** – any property identified in the Application that belongs to or is controlled by a Third Party.
- **Your Property** – any property that you buy, receive, create, restore or conserve with the Grant.

- 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 Your 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 When you carry out the Approved Purposes, you will use suitable financial and other management controls that:
 - a) make sure that the Grant is used for its intended purpose;
 - b) are in line with high standards of honesty, regularity and good financial management, and to a standard of quality which is appropriate to a scheme which is important to the national heritage; and
 - c) are in line with the accounting and auditing principles set out in 'Managing your grant'
- 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, Your Property, Third Party 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 Your Property, Third Party Property and any work to Your Property or Third Party Property;

- 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 the success of the Approved Purposes. and whether Your Property is used for the Approved Usage. Each year you will give us a report ('the Annual Report') in which you must review the Approved Purposes as a whole and show us that during that year the Approved Purposes have been carried out successfully and in line with these terms of grant and 'Managing your grant'. Each Annual Report must cover the whole year ending on the anniversary of the date on which we agreed, in writing, that the scheme starts. The Annual Report must reach us within one month of that date.
- 12 Before you or a Third party start any phase of the work needed to achieve the Approved Purposes, you or a Third Party must put in place all necessary contracts with contractors and professional advisers to allow you or a Third Party 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. Contracts for capital works must contain a clause which allows you to withhold part of the contractors' fees on practical completion of the works. If you or a Third Party 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 If you use any part of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, 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 approval beforehand. If we give you our approval, it may depend on any of the following requirements:
- a) That you pay us a share of the net proceeds of selling or letting Your Property (we will work out the share in line with the guidelines set out in 'Managing your grant').
 - b) That you sell or let Your Property at its full market value.
 - c) Any other conditions we think fit.
- 15 You must maintain Your Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring Your Property, you must maintain it in good repair and condition after it has been created, repaired or restored. If the Approved Purposes include the preparation of a landscape conservation action plan you must maintain, manage and conserve Your Property in accordance with the plan that we have approved.

- 16 You must insure Your Property to the standard set out in (and use any proceeds of the insurance in line with) 'Managing your grant'.
- 17 You must keep any objects or fixtures that form part of Your Property in a physically secure and appropriate environment.
- 18 You must tell us, in writing, within five working days about any significant loss or damage to Your Property.
- 19 You must arrange for the general public to have appropriate access to Your Property. You must make sure that no person is unreasonably denied access to Your Property.
- 20 Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
- 21 Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in 'Managing your grant' and our 'How to acknowledge your Grant' booklet. You must fulfil the minimum requirements as set out for the kind of Scheme you are running. You must also provide us with photographs or transparencies or high resolution digital images in electronic format of your Scheme and meet any other acknowledgements or publicity requirements we may tell you about from time to time.
- 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 or a Third Party 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 and
 - c) the total amount of the Grant you have received is not more than the total of the annual allocations (as set out in the Application) up to the date on which you ask for an instalment of the Grant
- 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 If the Approved Purposes involve a Third Party using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third-Party Property', we will only pay you that part of the Grant on the conditions set out in 'Managing your grant' and if:

- a) you have sent us any details of the Third Party and of the Third-Party Property' that we need to see and approve in line with 'Managing your grant';
 - b) no work or alterations have been carried out to the Third-Party Property' since you included it in the Application, which you believe make it less valuable as a heritage asset; and
 - c) the Third Party has entered into a Third-Party contract with you that allows you to enforce against the Third Party, in relation to their Third-Party Property and the part of the Grant you have set aside for them, terms that are no less strict than these terms of grant.
- 27 If a Third Party breaks any of the terms of its Third-Party Contract, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and recover any money they owe you as a result. You must pay us a share of any money you recover from a Third Party. You must work out the share in line with 'Managing your grant'. You must pay us this money immediately.
- 28 If we tell you in writing, you must allow us to take over and carry forward for our own benefit any proceedings against a Third Party. You must also make sure that all Third - Party Contracts allow for this to happen. If we tell you, you must transfer to us any rights that you may have as a result of a Third-Party Contract being broken.
- 29 You must not use any part of the Grant towards work on Your Property or Third-Party Property without getting our written permission beforehand if that part of the Grant has been identified in the Grant Notification Letter as one which you must refer to us before you offer it.
- 30 Unless we agree otherwise, you must make sure (in a way that can be enforced in law) that anyone who buys or receives Third-Party Property from a Third Party:
- a) insures the Third-Party Property up to an amount and against such risks as is reasonable and appropriate in all the relevant circumstances;
 - b) maintains the Third-Party Property's character and appearance, bearing in mind the area it is based in;
 - c) keeps to any other conditions we say must be followed before the Third-Party Property is sold; and
 - d) repays you in line with the conditions of 'Managing your grant' for repaying the Grant.
- 31 You must take all reasonable steps to monitor and, unless we agree otherwise:
- enforce against anyone who buys or receives Third-Party Property from a Third Party the conditions referred to in paragraph 30 a), b) and c) above;
 - recover any amounts owed to you in connection with paragraph 30 d); and
 - pay us a share of any amount you recover. You must work out this share in the same way as under paragraph 27 of these terms of grant.
- 32 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.

33 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.

34 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.

35 If you sell or otherwise part with all or part of Your 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 .

36 We may stop funding in line with these terms of grant if, within two years of the date of the Grant Notification Letter, you have not spent at least 20% of the Grant.

37 If we stop funding in line with paragraph 36, you may still claim amounts you have offered to Third Parties but have not yet paid them at the date we stop funding. You may also claim any amounts we agree should still be available for you to carry out work to Your Property.

38 If we stop funding under paragraph 36, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.

39 You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.

40 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.

41 If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.

42 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.

- 43 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.
- 44 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.
- 45 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.
- 46 These terms of grant will last for the period set out in the Grant Notification Letter.
- 47 These terms of grant cannot be enforced by anybody other than you or us.
- 48 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 Scheme.
 - 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, 44 and 46 refer to the “Grant Notification Letter” this means the First-Round Pass Letter.
 - f) Paragraphs 9a), 9c), 15, 16 and 17 will not apply.