

# Townscape Heritage Initiative

## 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.

**Action Plan** – the action plan you either sent us with or following your Application telling us how you intend to carry out and complete the Scheme, taking into account any changes to it that we and you agree in writing.

**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 Scheme 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 in the Grant Notification Letter; and
- b. Any changes to the Action Plan 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 the 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 Scheme between the first and second rounds.

**Digital Outputs** – all material with heritage content created in or copied into a digital format by or for you in connection with the Scheme.

**First Round Pass Letter** – our letter confirming that you can proceed to the second round and identifying any Development Work required enabling you to make a second-round submission for a grant from us to support your Scheme.

**Grant** – the amount set out in the Grant Notification Letter.

**Grant Expiry Date** – the date set out in the Grant Notification Letter by which you must achieve the Approved Purposes.

**Grant Notification Letter** – our letter confirming our Grant award to you.

**Managing your grant** – our ‘THI Guidance Notes’ and the documents we publish from time to time 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 townscape heritage initiative 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 Action Plan.

**Third-Party Contract** – a contract that you enter into in line with paragraph 25 of these terms of grant.

**Third-Party Property** – any property listed in the Action Plan 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 further conditions (if any) set out in our Grant Notification Letter and meet the conditions and requirements contained in the Action Plan, in our *Managing your grant* guidance and in the ‘THI Guidance Notes’.
5. You must carry out the Approved Purposes in line with current best practice and to a standard that is appropriate to a project which is important to the national heritage using suitable financial and other controls that:
  - a. make sure that the Grant is used for the Approved Purposes; and
  - b. are in line with the accounting and auditing principles set out in our ‘THI Guidance Notes’.
6. You must not start work to achieve the Approved Purposes, or make any changes to the Approved Purposes, without our approval beforehand.
7. You must send us, in line with our instructions, the information we ask for in our *Managing your grant* guidance.
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 your own success in achieving the Approved Purposes and in using Your Property for the Approved Usage.
12. Each year on a date agreed between us you will send us a revised Action Plan for our review and approval.
13. 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. Building contracts must contain a clause which allows the employer 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.
14. If the Approved Purposes involve buying goods or services or getting work done, you or a Third Party must carry out a tendering exercise in line with our *Managing your grant* guidance and, unless we agree otherwise in writing, new posts must be advertised in line with our *Managing your grant* guidance.
15. If you use part of the Grant yourself to buy, receive, create, restore, conserve or otherwise fund Your Property, other than as permitted under paragraph 22, you must not without our approval beforehand:

- 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).

If we give our approval, it may be given subject to any of the following requirements:

- 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 model Third-Party Contract contained in our 'THI Guidance Notes');
- that you sell or let the Property at its full market value; and
- any other conditions we think fit.

16. 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.
17. You must insure Your Property and any work to it to the standard set out in (and use any proceeds of the insurance in line with) our *Managing your grant* guidance.
18. You must keep any objects or fixtures that form part of Your Property in a physically secure and appropriate environment.
19. You must tell us, in writing, within five working days about any significant loss or damage to Your Property.
20. 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 meet any other acknowledgements or publicity requirements we may tell

21. You must also provide us with hard-copy photographs or transparencies or high resolution digital images in electronic format of your Scheme. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to use them (as set out in our *Managing your grant* document) before you use them or send them to us.

22. You agree to:

- a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
- b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;
- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the Grant Expiry Date;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed pursuant to paragraph 44. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

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 our *Managing your grant* guidance 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;
- 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 annual allocation (as set out in the Action Plan) up to the date on which you ask for an instalment of the Grant.

25. If the Action Plan involves 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 our 'THI Guidance Notes' and if:
- a. you have sent us the details of the Third Party and of the Third-Party Property that we need to see and approve in line with our *Managing your grant* guidance and 'THI Guidance Notes';
  - b. no work or alterations have been carried out to the Third-Party Property since you included it in the Action Plan which you believe make it less valuable as a heritage asset; and
  - c. the Third Party has entered into a Third-Party Contract which is as strict as the terms set out for this purpose in our model Third-Party Contract contained in our 'THI Guidance Notes' and which allows you to fulfil the terms of Grant.
26. If a Third Party breaks any of the terms of its Third-Party Contract or sells, lets or otherwise parts with its Third-Party Property or any interest in it, you must, unless we agree otherwise, take all reasonable steps to enforce those terms and/or recover any money owed to 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 our *Managing your grant* guidance. You must pay us this money immediately.
27. 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 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.
28. 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 your Grant Notification Letter as one which you must refer to us before you offer it or if our permission is required in accordance with our *Managing your grant* guidance.
29. You acknowledge that the Grant is the total amount of funds we will provide and it will not be increased as the result of you overspending or for any other reason.
30. 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. there is a significant change in your status;
  - c. you have, in our opinion, given us fraudulent, incorrect or misleading information;
  - d. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
  - e. you knowingly withhold information that is relevant to your Application;
  - f. you fail to keep to any of these terms of grant; or
  - g. any competent authority directs the repayment of the Grant.

31. We may decide not to ask you to repay the Grant (or such part of it as we think fit) for the reasons set out in our 'THI Guidance Notes' and *Managing your grant* guidance but it is for us to decide whether one of those reasons applies or not.
32. 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.
33. If you sell or otherwise part with all or part of Your Property without our permission under paragraphs 15 or 30, or you receive money in some other way as a result of these terms being broken, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 30. We will work out the share in line with our *Managing your grant* guidance.
34. We may stop funding in line with these terms of grant if, within two years of the date of our Grant Notification Letter, you have not drawn down at least 20% of the Grant.
35. If we stop funding in line with paragraph 34, 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.
36. If we stop funding under paragraph 34, you must (if we ask you to) transfer any Third-Party Contracts to us or to someone we choose.
37. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
38. 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.
39. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
40. We may rely on any of our rights under these terms of grant at any time, even if we do not 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.
41. 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 any person we authorise) give it to you in writing.
42. Any notice, request or other document we or you send to each other under these terms of grant must be delivered or sent by first-class post to the addresses in the Grant Notification Letter, or to any other addresses we may specify.
43. 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.
44. These terms of grant will last for the period set out in the Grant Notification Letter.
45. These terms of grant cannot be enforced by anybody other than you or us.

46. 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, 42 and 44 refer to the “Grant Notification Letter” this means the First Round Pass Letter.
- f. Paragraphs 9(a), 9(c), 16, 17 and 18 will not apply.