

Skills for the Future

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.
- **Approved Purposes** – the purposes for which you applied for a grant and how you intend to carry out those purposes as set out in your Application, including the preparation of the Training Plan, but taking account of any changes we and you agree in writing, or that are required by us at any time before we release any of the Grant. These purposes include you getting and using partnership funding as set out in your Application.
- **Balance of the Grant** – the Grant less our Training Plan Costs Contribution.
- **Contribution to Training Plan Costs** – our payment percentage calculated in accordance with ‘Managing your Grant’ of your approved costs of preparing the Training Plan.
- **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, Project monitoring and changes to the Grant.
- **Project** – the project referred to in your Application that consists of, or includes, the Approved Purposes.
- **Property** – any property funded by the Grant such as equipment, vehicles and plant, machinery and materials, including any software programmes, database, digital images, digital audio, multimedia applications and interactives designed and written by you or on your behalf and any documents that you produce or order as part of the Approved Purposes.
- **Training Plan** – the documents, designs and plans you produce, the provision of information, your recruitment strategy for the selection of trainees and the taking of other preliminary steps we may ask you for to develop the Project.
- **Training Plan Submission Deadline** – noon on 31 October 2010.

- 1 You must use the Grant and the Property only for the Approved Purposes, unless you get our approval beforehand.
- 2 You must submit the Training Plan to us for our approval on or before the Training Plan Submission Deadline. If you fail to deliver the Training Plan to us on or before the Training Plan Submission Deadline we may stop any future payments of the Grant.
- 3 We will as soon as reasonably practicable after the Training Plan Submission Deadline inform you whether or not we approve your Training Plan.
- 4 If we approve your Training Plan we will give you permission to carry on and complete the Project with the assistance of the Balance of the Grant.
- 5 You must achieve the Approved Purposes and complete the Project in accordance with the approved Training Plan by the Grant Expiry Date.
- 6 If we do not approve your Training Plan we will stop any future payments of the Grant other than any balance of our Contribution to Training Plan Costs that may be due to you.
- 7 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'.
- 8 You must carry out the Project in line with current best practice and to a standard that is appropriate to a project of importance to the national heritage.
- 9 You must send us, in line with our instructions, the information we ask for in 'Managing your grant'.
- 10 You must give us any financial or other information and records we may need from time to time on the Grant and how you are carrying out the Project.
- 11 You must allow us (or anyone we authorise) access to all relevant property or information to enable us to monitor the conduct, progress and success of the Project. You will take into account any recommendations regarding the Project that we or our representatives make.
- 12 You must take appropriate steps to monitor your own success in carrying out and completing the Project.
- 13 Before you start any phase of the Project, you must put in place all necessary contracts with contractors and professional advisers to allow you to finish that phase of the work.
- 14 If any phase of the Project involves 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'.
- 15 Except for materials used in connection with carrying out and completing the Project you must continue to own the Property and keep exclusive control over what happens to it. You must not sell 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 the Property or any part of it (we will work out the share in line with the guidelines set out in 'Managing your grant').

b That you sell the Property at its full market value.

c Any other conditions we think fit.

16 Other than materials used in connection with carrying out and completing the Project you must maintain the Property in good repair and condition (fair wear and tear excepted).

17 You must maintain appropriate and adequate insurance of the Property, the Project works and third party and public liability risks for the life of these terms of grant specified in paragraph 35 and you will use any insurance proceeds in line with 'Managing your grant'.

18 You must tell us, in writing, within five working days about any significant loss or damage to the Property or any part of it.

19 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.

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' guidance. You must fulfil the minimum requirements as set out for the kind of project you are running. You must also provide us with photographs or transparencies or high resolution digital images in electronic format of your Project and meet any other acknowledgements or publicity requirements we may tell you about from time to time.

21 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.

22 We may make the purpose and amount of the Grant public in whatever way we think fit.

23 We will pay you the Contribution to Training Plan Costs and, if we approve your Training Plan, the Balance of the Grant or any instalment of it up to the Grant Expiry Date 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 completion of the Project 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 Project.

24 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.

25 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 Project;

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.

26 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.

27 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.

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

29 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.

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

31 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.

32 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.

33 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.

34 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.

35 These terms of grant last until the Grant Expiry Date or any extension of it agreed by us but without prejudice to any remedy we may have in respect of any previous breach of your obligations contained in these terms of grant.

36 These terms of grant cannot be enforced by anybody other than you or us.