Terms and conditions of your Grant

In this summary we highlight some of the main terms. However, you should always read and refer to our full [Standard Terms of Grant.](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k) They also include the definitions used which are the same both here and in the Standard Terms of Grant.

## Timings

Get your Grant payments

You must have requested and received 100% of your Grant amount by your Grant Expiry Date. After this date, your Grant offer expires, and we won’t be able to make any more payments to you. If you think you need an extension to this date, contact your Investment Manager.

### Deliver your Project

You must complete your Project by your Grant Expiry Date. To complete your Project, you need to have:

* delivered all the work and activities as shown in your Project,
* evaluated your Project and sent us the evaluation report,
* provided evidence of how you spent the Grant, on anything above £250,
* completed and sent us your Completion Report and Final Payment Request

### How long your Grant Contract lasts

If your Project includes:

* activities, like an exhibition, or an event with no Digital Outputs these terms of Grant end on the Project Completion Date,
* Digital Outputs, like the creation of a website, these terms of Grant will apply until 5 years after the Project Completion Date, if you are a not-for-profit organisation. If you are a private individual or for-profit commercial organisation the terms will apply for 10 years after the Project Completion Date,
* capital works, like a building extension or restoration, these terms of Grant will apply until 5 years after the Project Completion Date. For a private individual or for-profit commercial organisation the terms will apply for 10 years after the Project Completion Date,
* buying a heritage item, land or a building, these terms of Grant will apply indefinitely. If you want to sell, destroy or dispose of what you have bought in future, you must ask for our permission and we may claim back all, or part of, your Grant or require share of proceeds in proportion to the value of the Grant. More information about this can be found in our [guidance on Property Ownership](https://www.heritagefund.org.uk/publications/receiving-grant-guidance-ps3000-ps10000#heading-8).

## Funding requirements

### Projects must:

* only use our funding for the agreed Project Costs and Approved Purposes set out in your Project section,
* only start work after we have confirmed in writing that the Project can start,
* finish on, or before, your Grant Expiry Date,
* demonstrate current industry standards and best practice in your area of heritage,
* follow all relevant legislation and regulations, for example, this could be listed building consent or planning permission,
* provide regular financial and Project progress reports,
* undertake ongoing evaluation reporting, and produce a final evaluation report at the end of the Project,
* following the Project Completion Date, use the Property for the Approved Usage as set out in Your Project section for the term of the Grant. This will not be applicable if your Project is activity only.

### Organisations must:

* agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met,
* behave ethically by following the [7 principles of public life](https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2) and make sustainable choices to reduce your Projects impact on the environment,
* follow the [government Code of Conduct](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/771152/2019-01-15_Code_of_Conduct_for_Grant_Recipients_v._1.01.pdf) that sets out standards of behaviour for people or organisations that receive government grants,
* agree to send us digital images of the Project, with the agreed relevant permissions,
* take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms and conditions and [Standard Terms of Grant](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k) and to give us the rights granted to us under them.

#### Share information to help monitor your Project

We may ask to visit your Project, or see documents or information about your Project, so that we can provide appropriate support, and to ensure that you are:

* delivering your Project in accordance with your Application, with any changes as agreed, up to the award of your Grant,
* identifying and managing risks, including Project, financial and fraud risk,
* correctly accounting for spending and budget,
* keeping to the Agreed Usage following Project completion.

It is important that you provide us with Project and information access when asked.

If you’re buying goods, works or services

1. In all Projects, whenever you use your Grant to purchase goods, works or services, we will ask you to give us details of the procurement (which is the buying, tendering and selection process). If you have already purchased goods, works or services for your Project, you will need to tell us how you did it. We cannot pay your Grant if you have not followed the following procedure.
2. If you are a Public Body or your Project is subject to Public Procurement legislation then you must follow the relevant legislation.
3. Procedures to recruit consultants and contractors must be fair and open and comply with relevant equality and employment legislation. Fees for any consultants or other professionals that you recruit during the Project should be in line with professional guidelines and be based on a clear written specification. If any of the contractors, suppliers or consultants you wish to appoint are linked, for example close friends or relatives, or if there is any financial link such as ownership of these suppliers you will need to obtain our written permission from us first.
4. If you are unsure about your obligations, we advise you to take professional or legal advice.

#### Under £10,000

1. If you are buying goods, works or services for £10,000 or under you do not need to openly tender for these or get multiple quotes. We will still expect you to show overall value for money.

#### Between £10,000 and £50,000

1. You must get at least three competitive quotes for all goods, works and services worth £10,000 or more (excluding VAT) that we have agreed to fund.
2. You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your Project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

#### Above £50,000

1. For all goods, works and services worth more than £50,000 (excluding VAT), you must provide proof of competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept.
2. You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your Project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:

* + the total price of the contract is less than £10,000,
  + a framework agreement is in place for the supply of goods, works or services which has been previously competitively tendered, and the goods or services are directly relevant to the scope of the Project works to be undertaken,
  + there is a Project contract in place, which has previously been competitively tendered, and it is logical to extend to cover additional Project work. In this case you must confirm that:
    - in the case of capital works the prices of most elements of work, including preliminaries, overheads and profits can be directly applied from the existing contract to the new work,
    - the new work is smaller in scale, and is of a similar type to the main contract work,
    - the contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced,
    - the existing contract restricts work being undertaken by others,
    - the goods, works or services required are unique as set out in a non-branded requirement specification and it is not possible to obtain them from other sources by competitive tender,
    - you can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others,
    - emergency work where it can be shown that time taken to obtain tenders would put the Project at risk and add considerably to eventual costs,
    - the company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee.

We will also require you to take into account social values in your procurement, including:

* diverse supply chains
* improved employability and skills
* inclusion, mental health and well-being
* environmental sustainability
* safe supply chains

### If you’re producing Digital Outputs

1. Digital Outputs include things like photographs, documents, code, websites, digital archives, sound and video recordings or audio-visual installations.

If your Project includes Digital Outputs, by accepting these terms you also agree to:

* release all Grant funded Digital Outputs under our default licence, Creative Commons Attribution 4.0 International ([CC BY 4.0](https://creativecommons.org/licenses/by/4.0/)) or equivalent, except code and metadata which should be marked with a Creative Commons 0 1.0 Universal ([CC0 1.0](https://creativecommons.org/publicdomain/zero/1.0/)) Public Domain Dedication, or equivalent.   
  Assets already in the public domain cannot be included in our required licence, so should also be marked with a Creative Commons 0 1.0 Universal ([CC0 1.0](https://creativecommons.org/publicdomain/zero/1.0/)) Public Domain Dedication, or equivalent.

No new rights should arise in non-original materials resulting from the reproduction of public domain works supported by grant funding. Digital reproductions of public domain materials, including photographic images and 3D data, should be shared under a CC0 1.0 Public Domain Dedication.

* be the rightsholder for any original Grant funded materials you produce. Where other people contribute materials to the Project, or the Project makes use of pre-existing materials, it will be your responsibility to get permission from the rightsholder to apply our default licence,
* ensure that the Digital Outputs are kept up-to-date, function as intended and do not become out-of-date before five years after your Project Completion Date, (or where the lead applicant is a private owner of heritage, for 10 years from the Project Completion Date),
* ensure websites and website content meet at least W3C Single A accessibility standard
* provide us with the web address or addresses (URL/s) of the site, or sites, that will host your Digital Outputs, and update these if materials are relocated,
* ensure free and unrestricted online access to the Digital Outputs.

You must not release your Project’s Digital Outputs on other terms without our prior written consent.

### If your project includes property

Property includes:

* land and buildings,
* anything fixed to land such as structures and statues,
* objects in a museum or library collection which are being acquired, restored, conserved or improved with our Grant,
* intangible or non-physical property which is being created such as copyright in a book or in a digital database.

1. You must continue to own the Property and keep exclusive control over what happens to it. This means you must not sell or lease the Property. Other than as permitted in the digital output section, shown above, you must not sell, let or part with it or any interest in it, or give any rights over it to anyone else, or take steps to do so, without our approval beforehand.

Our approval may depend on the following:

* that you pay us a share of the net proceeds of selling or letting the Property within 1 month of parting with the assets or other goods,
* that you sell or let the Property at its full market value,
* any other conditions we think apply.

1. We may claim from you an amount in the same proportion to the sale price as the grant is to the original cost of the Project, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) but it is for us to decide.

You must:

* maintain the Property in good repair and condition. If necessary, you must also keep it in an appropriate and secure environment,
* insure the Property to the standard set out in the [Receiving a Grant guidance](https://www.heritagefund.org.uk/funding/receiving-grant-guidance-ps10000-ps100000)  and [Programme Application Guidance,](https://www.heritagefund.org.uk/funding/national-lottery-grants-heritage-2021/10-250k)
* use the Property, or allow it to be used, only for the Agreed Usage during the Term of the Grant Contract,
* keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment
* tell us, in writing, within 5 working days about any significant loss or damage to the Property
* arrange for the general public to have appropriate access to the Property and that no person is unreasonably denied access,
* if the Approved Purposes involve using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third Party Property you must comply with the Third Party Ownership Requirements

## Grant payment

1. We will pay you the Grant following these terms and conditions and the procedures explained in the [Receiving a Grant guidance](https://www.heritagefund.org.uk/funding/receiving-grant-guidance-ps10000-ps100000) as long as, the National Lottery operates under the National Lottery etc. Act 1993, and:

* enough funds are made available to us under the Act,
* we can see that your Project is delivering, or has delivered, the Agreed Purposes set out in your Project, under the heading What the Project will do, in line with the [Standard Terms of Grant](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k) and that you are spending the Grant in proportion to any partnership funding for the Project,
* we will give you at least 3 months' notice if we need to stop your Grant funding.

1. You may not, and must not claim to, transfer the Grant or any rights under these terms and conditions and the [Standard Terms of Grant](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k).

### What happens if you underspend your Grant

1. If you complete the Project without spending the whole Grant, you must return the unspent amount to us immediately.

### What happens if you overspend your Grant

1. We are unable to increase the Grant due to overspending.

### When you might need to repay your Grant

1. There are certain situations in which you will need to repay any Grant funding already received, and future payments will be stopped. In these circumstances, it is important to remember that as a public body we will act reasonably and fairly.

Circumstances include, if:

* you stop operating, or you are declared bankrupt or placed into receivership or liquidation,
* you fail to use the funding for the agreed purpose unless agreed in advance by us,
* you fail to keep to the agreed usage unless agreed in advance by us,
* we believe you have given us fraudulent, incorrect or misleading information, or knowingly withheld relevant information,
* you have acted negligently in any significant matter or fraudulently in connection with the Project,
* any competent authority, for example, a court, a public body, or local authority directs the repayment of the Grant,
* there is a significant change in your organisation structure unless otherwise agreed with us. For example, if you decide to change your informal club, group or association to become a Charitable Incorporated Organisation (CIO) or a charitable company. It would also include a significant change in your governance, board or committee.
* you bring us, or the National Lottery, into disrepute through things you do or fail to do,
* we consider your action or inaction puts public funds at risk,
* we terminate or suspend any other Grant we have given you,
* we feel you have not made good progress with your Project, or are unlikely to complete the Project or deliver the Approved Purposes,
* you fail to keep to any of these terms and conditions.

1. The Grant funding shall not be repayable in the following situations, if you, or the new owner (if relevant), send us a request for consent to the change which we agree in writing:

* a change of ownership of the Property; or
* a material change in your organisational structure;
* you fail to use the funding for the agreed purpose; or
* you fail to keep to the Approved Usage;

If you think that any of the above applies to your Project, please contact us.

## General terms and conditions to your Project

1. We may rely on any of our rights under these terms and conditions and Standard 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 and conditions and the Standard Terms of Grant.
2. 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 and conditions if we (or anyone we authorise) give it to you in writing.
3. Any notice, request or other document we or you send to each other under these terms and conditions or [Standard Terms of Grant](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k) shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage prepaid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.
4. Any documents you need to send us under these terms and conditions or [Standard Terms of Grant](https://www.heritagefund.org.uk/publications/standard-terms-grants-10k-100k) 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.
5. These terms and conditions cannot be enforced by anybody other than you or us.

## Check and confirm your agreement

To be able to release payment of your Grant, you now need to check and confirm the following statements.

### Agree to the terms and conditions you have read

* I confirm that the organisation named on this Application has given me the authority to complete this Application on its behalf.
* I confirm that the activity in the Application falls within the purposes and powers of the organisation and that the organisation has the power to accept and pay back the Grant.
* I confirm that we will keep to the terms and conditions, Standard Terms, and any Additional conditions as set out in your Project section of the contract.
* I confirm that, as far as I know, the information I have supplied is true and correct and that anything I supply in future will be true and correct.
* I understand that any information we have submitted to the National Lottery Heritage Fund could be shared publicly if it is subject to a request under the Freedom of Information Act 2000 or Environmental Information Regulations 2004.

### Sign and upload

Two authorised signatories for your organisation should download and sign this document.

The names and signatories below should match the authorised signatories in your Application form unless we are advised of a change.

I confirm that I have read the Grant Contract with the Trustees of the National Heritage Memorial Fund who administer funding through The National Lottery Heritage Fund. I agree, on behalf of the Organisation, to be contractually bound.

#### Signatory

Name:

Position:

Organisation:

Signature:

Date:      