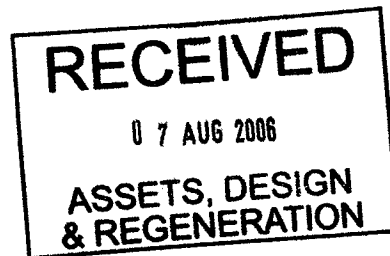


## Appendix 1 - Offer Letter and Conditions



Mr Chaloner Chute  
North Wiltshire District Council  
Monkton Park Offices  
Monkton Park  
Chippenham  
WILTSHIRE SN15 1ER



4 August 2006

**URN: LL/1/010189195 – Cricklade Country Way**  
**Organisation: North Wiltshire District Council**

Dear Mr Chute,

**Living Landmarks**  
**Development Grant Offer**

I am pleased to confirm that the Living Landmarks Programme Committee, on behalf of the Big Lottery Fund, has agreed to offer your organisation a development grant of up to a maximum of £250,000.

You may use this funding towards the cost of developing your project through to submission of a stage two application under our Living Landmarks £10 to £25 Million programme by 31 May 2007.

The grant offer is conditional on your acceptance of our attached standard terms and conditions for development grant. We would advise that you read these carefully.

In addition to our standard terms and conditions, the offer of this grant is made on the specific condition that:

- You agree to submit a completed Next Stage Plan by 29 September 2006

We discussed your Next Stage Plan with you when we conducted our Project Review Visit. The plan details the costs, activities and delivery dates that will take place during the development grant phase and will be used by us as a basis for monitoring your project throughout this development grant period.

To accept our offer, please return a signed copy of this letter attached to the terms and conditions by 29 September 2006. You should send this to Jon Eastwood, Living Landmarks Programme Manager at our Plough Place office in London. If we do not receive your acceptance by this date, the offer will lapse.

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Big Lottery Fund  
1 Plough Place  
London EC4A 1DE  
T 020 7211 1800  
F 020 7211 1750  
☎ 0845 039 0204  
[www.biglotteryfund.org.uk](http://www.biglotteryfund.org.uk)

Chair  
Sir Clive Booth

Chief Executive  
Stephen Dunmore

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Big Lottery Fund is the joint operating name of the New Opportunities Fund and the National Lottery Charities Board (which made grants under the name of the Community Fund)

You must not detach the terms and conditions from the signed offer letter. They are part of the contract between us. If you do detach them, we will have to send you a new offer letter.

You should keep the other copy of the offer letter and terms and conditions for your records.

By signing your offer letter and accepting our terms and conditions, you agree to meet our monitoring requirements. For details of the monitoring requirements of this grant, please refer to the Living Landmarks Stage One Recipient Reporting and Monitoring Guidance for Development Grants. In this guidance you can also find information about how to claim your funding and good practice guidance for the management of your project.

If you do not meet our requirements, including our monitoring requirements, we may withhold payment of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any further applications from your organisation until the situation is resolved. In some circumstances, we might take legal action to recover all or part of the grant.

This also means that if your organisation does not meet our requirements for any other grant contracts with the Big Lottery Fund, payment of this grant may be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if the investigation we carry out finds no cause for concern.

A member from the Living Landmarks Programme team will be in contact with you by 15 September 2006 to arrange a suitable date for a start-up meeting. These meetings will take place in October 2006. This meeting will provide you with an opportunity to meet both your Senior Grants Officer and your Project Monitor. We will provide you with full contact details for your Project Monitor prior to this meeting. The meeting will also provide an opportunity to ask any questions you may have about the requirements of this development funding phase.

You can contact Jenny Bradley on 0207 211 1836 or by email at [Jennifer.Bradley@biglotteryfund.org.uk](mailto:Jennifer.Bradley@biglotteryfund.org.uk).

We will announce this grant offer and all the others we are making at the same time with a press release on 8 August and we will also publish detail of it on our website. You may of course arrange your own publicity, but please make sure that the news of the grant is not made public until this date and that you read our attached publicity guidelines and media protocol, including details regarding the use of the National Lottery Common Brand Logo. Please read this thoroughly and ensure that you use the logo in any publicity materials you produce.

If you have any queries in relation to this letter, or any of the enclosed documents, please do not hesitate to contact your Senior Grants Officer via the telephone number or email address above or Jon Eastwood, the Living Landmarks Programme Manager on [jonathan.eastwood@biglotteryfund.org.uk](mailto:jonathan.eastwood@biglotteryfund.org.uk) Otherwise we will be in contact with you shortly to agree a date for your start up meeting.

Yours sincerely



**Jon Adams**  
**Head of Capital Centre of Excellence**

**Enclosed**

- Standard terms and conditions of grant
- Additional copy of this letter and standard terms and conditions of grant for your records
- Living Landmarks Media Protocol
- Living Landmarks Publicity Guidelines
- Living Landmarks Stage One Recipient and Monitoring Guidance for Development grants
- Living Landmarks Stage Two Application Form
- Living Landmarks Guidance Notes for Stage Two
- Living Landmarks Business Planning Guidance for Stage Two Applications

**URN: LL/1/010189195**  
**Organisation: North Wiltshire District Council**

I am / we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Who can sign? Please make sure you follow these rules:**

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign
- For local authorities and statutory health bodies, the chief executive or an equivalent accountable officer must sign
- For schools, the head teacher or an accountable officer from the relevant local authority must sign
- For other organisations two of either the chair, vice chair, secretary or treasurer must sign

## **LIVING LANDMARKS - PROJECT DEVELOPMENT GRANTS**

### **Standard terms and conditions of grant**

These standard terms and conditions apply to all project development grants (maximum awards of £250,000 for Living Landmarks and £500,000 for Living Landmarks, the People's Millions).

### **Definitions**

"We" and "our" refer to the organisation receiving the grant bound by these terms and conditions. "You" and "your" mean the National Lottery Charities Board and the New Opportunities Fund (whose operating name is the Big Lottery Fund) and includes your employees and those acting for you.

The "project" means the project that you are giving us the grant for as set out in our application form and any supporting documents, and as varied by the Grant Agreement.

The "Grant Agreement", which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter (with any special conditions we have agreed).

### **1. In general**

- 1.1 We will use the grant to develop the business case for our project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand if any of the events listed in clause 9.5 occur. The term "on trust" means the legal relationship that exists between us while we are using the grant for our project.
- 1.2 During the period of the grant we will act in a manner without distinction as to race, religion, age or disability, and in compliance with all laws.
- 1.3 We will make sure that all current and future members of our governing body receive a copy of these terms and conditions while the Grant Agreement remains in force.

- 1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.
- 1.5 We acknowledge that although the grant provided to us constitutes State resources, the purpose for which the grant is to be applied will not lead the grant to be considered as State aid. We accept that it is without prejudice to all other remedies available to you, and all grant monies will become immediately repayable with interest in such event.
2. **The project**
  - 2.1 We will get your written agreement before making any change to the project or to its aims, structure, delivery, duration or ownership.
  - 2.2 We will start the project within two months of the date of the grant offer letter or if it is delayed, write to you giving reasons for the delay and asking for an extension.
  - 2.3 We agree to make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit.
  - 2.4 We will not use the grant to pay for any spending commitments we have made before the date of the grant offer letter.
  - 2.5 We will tell you of any offer of funding for the project from anyone else, which duplicates your grant.
  - 2.6 If any part of a grant is to buy goods and services or a series of related services costing more than £10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK, European and World Trade Organisation legislation on procurement.
  - 2.7 We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports,

or in written or spoke public presentations about the project. If appropriate, we will include your logo.

- 2.8 You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.9 We hereby consent to any publicity about the grant and the project as you or any television or production company working with you may from time to time require.
- 2.10 We will tell you about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- 2.11 In our management of all personal information we will meet the requirements of the Data Protection Act 1998.
- 2.12 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy, to help us comply with all relevant laws and good practice (that is put into practice and regularly reviewed).
- 2.13 We will register with the Charity Commission or the Office of the Scottish Charity Regulator if we need to register our charity and our income goes over their minimum exemption figure.
- 2.14 We will maintain adequate insurance at all times. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.
- 2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you or arising out of the publicity work for any purpose as you see fit without any right of a claim by us in respect of copyright. Any sum received from any invention, copyright or moral rights will either be paid to you or we will obtain your prior written consent for any commercial exploitation.

### **3. Our organisation**

3.1 We will get your written agreement before:

- Changing our governing documents concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us during the period of the grant, including any claims made against members of our governing body or staff concerning the organisation.

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HMRC or any other regulatory body.

3.4 We will be available for meetings with you and allow access to our records and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

### **4. VAT**

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.



- 4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.
- 4.5 If you have funded all of the VAT costs for our scheme, we agree to refund immediately all of the VAT we recover to you.

If you have funded a proportion of the VAT costs for the scheme, we agree to refund immediately the same proportion of the VAT recovered to you.

## 5. **Our annual report and accounts**

- 5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.
- 5.2 We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Grant" in our organisations' annual accounts. If we have more than one restricted fund, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records. A member of our management committee will sign the accounts.
- 5.3 We will keep proper and up to date accounts and records, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.
- 5.4 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

## 6. **Monitoring**

- 6.1 We will monitor the progress of the project and complete regular reports as you require using the form in the Grant offer pack.
- 6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the

project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

- 6.3 We will fill in a final report on the project using the form you send us.
- 6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
- 6.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

## **7. Payment of grant**

- 7.1 You will pay the grant by bank transfer (BACS) into a bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal.
- 7.2 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date.
- 7.3 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

## **8. Length of Grant Agreement**

- 8.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
  - For one year following payment of the grant.
  - As long as any part of the grant remains unspent.
  - As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

9. **We understand that**

- 9.1 You can only guarantee future instalments of the grant as long as funds from the National Lottery are available and you continue to operate.
- 9.2 We accept that you may share information about our grant with any parties of your 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 may be broadcast on television, in newspapers and through other media.
- 9.3 You will not increase the grant if we spend more than the agreed budget.
- 9.4 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that come about from a suspension even if the investigation finds no cause for concern.
- 9.5 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
  - We completed the application form dishonestly or significantly incorrectly or misleading
  - We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
  - If at any time while the Grant Agreement is in force, in the opinion of the Fund acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on the Fund's reputation as a custodian and distributor of publicly generated funds and/or as a Government sponsored body.

- It is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation's estate is sequestrated.
- Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HMRC or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.

9.6 You may assign any of your rights under the Grant Agreement to any successor or other body.

9.7 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual.

9.8 These terms and conditions cannot be enforced by anybody other than you (or any successor or other body) or us.

10. **Additional conditions**

10.1 You have the right to impose further terms and conditions on the grant either in the letter offering us the grant and/or if:

- We are in breach of the Grant Agreement.
- You withdraw any part of the funding for the project.
- You judge that members of our 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 it.
- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following agreed changes.

