



ELING TIDE MILL AND LEARNING CENTRE

1. PURPOSE OF REPORT

- 1.1 To undertake responsibility as the accountable body with regard to the Eling Tide Mill and Learning Centre following awards and acceptance of grant of £1.4 million from the Heritage Lottery Fund.

2. BACKGROUND

- 2.1 In its partnership project with Totton and Eling Town Council, the Council has been working to secure funding from the Heritage Lottery Fund for the restoration of Eling Tide Mill and Learning Centre. Following completion of the Round 1 development phase, a Round 2 application was submitted. It is pleasing to report that the partnership has been successful in achieving a Round 2 pass and offer of grant from the Heritage Lottery Fund.

- 2.2 The award is for the delivery of the scheme, the budget for which is presented below:

	Estimated (Bid)
Total Cost	1,657,675
Partnership Funding;	
New Forest District Council*	165,000
Totton and Eling Town Council	65,000
Volunteers	8,300
External	40,075
Heritage Lottery Fund	<u>1,379,300</u>
	1,657,675

*Previously approved £40,000 in 2014/15 and £125,000 in 2015/16.

- 2.3 Now the decision of the Heritage Lottery Fund is known, it is necessary, as the accountable body, to acknowledge the grossing up of the budget by a further total of £1,492,675 (£1,657,675 – £165,000) representing the amounts to be received from the Heritage Lottery Fund, together with the contribution from Totton and Eling Town Council and from third parties
- 2.4 The precise allocation of this expenditure over the next 3-4 years will be determined when the detailed cash flow has been finalised, and the claim timetable agreed by the Council and the Heritage Lottery Fund. As an indication, design and planning will be from July 2014, with the building works taking place between March 2015 and March 2016.

- 2.5 The Heritage Lottery Fund Grant is offered with Conditions, all of which are of a form which is expected with external funding organisations and within the compass of the Council, as was the case with the success at Round 1. The offer had to be accepted within 28 days and following consultation with the Portfolio Holders for Health & Leisure and Finance & Efficiency the Executive Director (Finance) as the authorised officer accepted, on the authority's behalf, the award of Grant, which otherwise may have been lost.
- 2.6 The recognition of Heritage Lottery Fund with this Award is welcome and thanks are due to Totton and Eling Town Council for their active partnership in the scheme. The officers of both Councils have worked together well, with the bid involving excellent work from the Property Services team leading on the building elements and the Town Council on the activity and "people" elements.
- 2.7 As the accountable body the Council will ensure that robust financial monitoring is in place and that the terms associated with the award of the grant are complied with.
- 2.8 The Council's financial regulations require that the accountable body responsibilities for the total estimated project cost of £1,657,675 are reported to Council for formal approval.
- # 2.9 The letter from the Heritage Lottery Fund, making the grant offer is attached. This sets out the conditions attached to the offer.

3. ENVIRONMENTAL, CRIME AND DISORDER AND EQUALITIES IMPLICATIONS

- 3.1 None arising directly from this report

4. PORTFOLIO HOLDERS' COMMENTS

Health and Leisure Portfolio Holder

This project means a lot to the area. Local people have told us how important the mill is and this will be a fantastic opportunity for people of all ages to celebrate this unique place, learn more about it and have fun at the same time.

This is a genuine partnership between this Council and Totton and Eling Town Council, and with the support of the Heritage Lottery Fund we have secured this wonderful place for the future. We're delighted to have received this grant and recognition for the work we are doing.

Finance and Efficiency Portfolio Holder

As Cabinet member responsible for the assets of the Council I am delighted such an historical and unique asset is to be restored with substantial help from the Heritage Lottery Fund. I am also pleased that a senior manager of the Council will be overseeing the project.

5. RECOMMENDATION

Cabinet is asked to recommend to the Council that it acts as the accountable body for the delivery of the Eling Tide Mill and Learning Centre project at an estimated total budget cost of £1,657,675 and acknowledges the grant conditions and responsibilities related to the award from the Heritage Lottery Fund of £1,379,300

For further information contact:

Martin Devine
Head of Leisure and Employment
Tel: 023 8028 5588
E-mail: martin.devine@nfdc.gov.uk

Background Papers:

Letter from Heritage Lottery Fund
containing the grant offer – Attached.

South East England
7 Holborn Place
London SW1W 8NR

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020 7591 6000
Facsimile
020 7591 6273

Textphone
020 7591 6255
Website
www.hllf.org.uk



25th June 2014

Our Ref: HG-10-05280

Mr M. Devine
New Forest District Council
Appletree Court
Beaulieu Road
Lyndhurst
Hampshire SO43 7PA

Dear Mr Devine

Eling Tide Mill Learning Centre

Your application has now been assessed and we are delighted to inform you that we have decided to award you a grant of up to £1,379,300.00 (One Million Three Hundred and Seventy Nine Three Hundred Pounds) (83% of the total eligible project cost of £1,657,675.00) towards the Eling Tide Mill and Heritage Centre project. More specifically, we will monitor your progress against the following but not exclusively:

Approved Purposes

- Appoint a Community Education Officer
- Undertake the internal and external conservation of the mill building and machinery as described in the application to now include a second set of machinery presented as a static display
- Deliver a range of activities and interpretation across three central theme as defined in the Activity Plan. The themes will encompass milling - ecology/conservation - local history. The activities programme will include a programme of curriculum based projects/workshops for local schools. A nature heritage programme delivered in partnership to include a forest schools offer, peer mentoring and support programme
- Implement a range of internal and external access improvements to the mill building
- Construct a new extension to the existing heritage centre building
- Create and install new interactive displays and interpretation in the mill building, heritage centre and surrounding area as described in the Activity Plan
- Implement a range of traffic and pedestrian improvements at the site

Part 1 of this letter sets out how we will work with you during the delivery phase of your project.

Part 2 deals with the legal aspects of the grant that we are offering. It refers to the standard terms of grant that you accepted when you signed the declaration on the application form.

Part 3 advises you on the next steps.

Part 1 – How We Will Work With You

Delivering your project

You will need to deliver your project in line with the proposals set out in your application. We will contact you to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests.

Keeping In Touch

We will be monitoring your progress against the approved purposes of our grant and any areas of risk we have identified. This will help us to understand how well the delivery is advancing and alert us to any issues.

We are expecting to appoint an external monitor to carry out project management monitoring of your delivery phase on our behalf. We will let you know their name and responsibilities when they are appointed. They will become your main point of contact with HLF during your delivery phase.

Please read the attached 'Managing Your Grant' guidance. This requires you to:

- obtain our permission to start the delivery phase;
- submit progress reports at a frequency agreed between us when we have our start up discussion;
- request your grant;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account** in the same way that you supplied your application form.

Part 2 – The Legal Section

Grantee: New Forest District Council (whose registered office is at:)
Address: Appletree Court
Beaulieu Road
Lyndhurst
Hampshire
SO43 7PA

Project Reference Number: HG-10-05280

Grant

The attached appendix 1 sets out the principal elements of the approved purposes to which the Heritage Lottery Fund (HLF) has agreed to contribute along with anticipated partnership funding.

Please be aware that if you spend less on your delivery project than the approved project budget, we will reduce the final grant payable. Any reduction will be calculated applying the grant payment percentage.

Standard Terms of Grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in 'Managing Your Grant'.

Additional Grant Conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the project:

1 Local Authority Grantee

Evidence of authority decision making process

- a Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the terms of grant, together with a statement containing the information set out in paragraph b below.
- b The statement must include the following information.
 - The power (statutory or otherwise) you have and which you have used to accept the terms of grant.
 - An extract of that part of your policy framework under which you have accepted the terms of grant.
 - The executive arrangements under which your decision to accept the terms of grant was made.
 - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
 - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- c Without affecting clause 31, must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.

d We may withdraw the Grant (after considering the matters referred to in paragraphs 1a and 1b) if we are not satisfied that the terms of grant are valid and binding on you.

e Within 21 days of sending us the document and information needed under paragraph 1a (or evidence of the confirmation of the decision in line with paragraph 1c), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:

- the powers you are relying on in accepting the terms of grant do allow you to enter into these arrangements;
- you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
- you have taken account of only, and all, relevant considerations in using those powers.

You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.

f You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph g below.

g You promise that:

- you have the authority to accept the terms of grant;
- in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and
- your decision to accept the terms of grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.

h Within one month of the end of each of the 10 years after you finish the work, you must send us detailed accounts, certified by your chief finance officer, showing the funding and resources you used on the Property in the year before.

2 Lease

a Before you start any of the work needed to achieve the Approved Purposes and before we pay you any part of the Grant, you must confirm to us that you have obtained a lease of the Property with at least 25 years left to run. The lease must be on terms which are consistent with the requirements set out in the application pack and the terms of the Standard Terms of Grant and with carrying out the Approved Purposes and Approved Usage.

- b For the purposes of clause 14 of the Standard Terms of Grant, we acknowledge that your ownership amounts only to a lease of the Property. You must at all times follow the covenants and other obligations of the tenant under your lease of the Property.

3 Letting clause (General)

Despite clause 14 of the Standard Terms of Grant, you may lease or let part or parts of the Property for purposes which are consistent with the Approved Usage and for any periods we have first approved. However, the leases or lets must always be at a full market rent and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

Grant Expiry Date

You must complete the approved purposes by 31st December 2017

Duration of the Terms of Grant

The standard terms of grant and the additional grant conditions (if any) will last for twenty five years from the date of this letter.

The following documents define the project for which the grant is offered:

1. This letter
2. Your application dated 18th February 2014
3. Documents submitted by you in support of your application including all correspondence we have sent you and all correspondence we have received from you

Withdrawal of the Grant

We may withdraw the grant if:

- You have already started work on the delivery phase before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start work on the delivery phase within 12 months of the date of this letter.

Part 3 – Next Steps

The following documents accompany this letter:

- 'Managing Your Grant' setting out our monitoring requirements
- EU Procurement Regulations guidance
- 'How To Acknowledge Your Grant' guidance
- Introduction: Announcing your grant to media
- Picture This – tips on taking photos
- Template photo call notice

Permission To Start

We will only give you our permission to start when certain pre-conditions, defined in the 'Managing Your Grant' guidance have been satisfied. These include evidence concerning partnership funding, and the existence of a robust project management organisation and plan.

If your banking information has changed since your first round pass we will need to see a copy of a recent bank statement (within the last three months), or a paying-in slip for the relevant account, showing the bank's name and address, account number and sort code.

Your case officer will look forward to receiving your Permission To Start form within 20 working days from the date of this letter or as soon as possible thereafter. However, if you have any difficulties in meeting this deadline, please let him know.

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within ten days of the grant being awarded. Your case officer can assist you with queries about publicity and the media and we have enclosed a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact your grant officer as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery phase. For example, all tender documents that are funded by our grant. Please refer to the enclosed 'How to acknowledge your grant' guidance which explains how to do this.

We wish you every success with your project and please contact your case officer if you have any queries arising from this letter.

Yours sincerely

Stuart McLeod
Head of Heritage Lottery Fund
South East Region

Enc

Appendix 1

a) Delivery Costs

Further Development Costs

Cost Heading	Description	Cost	VAT	Contingency		Total
		£	£	£	%	£
Professional fees	Interior and exterior designs	5,390		110	2	5,500
Professional fees	Mill Machinery	4,710		90	2	4,800
Professional fees	Building Conservation Consultant	3,920		80	2	4,000
Professional fees	Structural Engineer	2,940		60	2	3,000
Professional fees	Quantity Surveyor	2,940		60	2	3,000
Recruitment	Specialist Consultants	25,980		520	2	26,500
Total Costs		45,880		920	2	46,800

Capital Costs

Cost Heading	Description	Cost	VAT	Contingency		Total
		£	£	£	%	£
Repair & conservation work	Internal works and fit out	794,390		55,610	7	850,000
Repair & conservation work	Mill machinery and works	229,950		23,000	10	252,950
New building work	Learning Centre extension	116,820		8,180	7	125,000
Other physical work	Access to environment and external works	148,400		4,600	3	153,000
Equipment & materials	Equipment and materials	14,550		450	3	15,000
Professional fees relating to the above	Quantity Surveyor	15,780		320	2	16,100
Professional fees relating to the above	Specialist Consultants	11,270		230	2	11,500
Professional fees relating to the above	Interior Designer	5,880		120	2	6,000
Professional fees relating to the above	Mill Machinery	3,240		60	2	3,300
Professional fees relating to the above	Structural Engineer	1,960		40	2	2,000
Total Costs		1,342,240		92,610	7	1,434,850

Activity Costs

Cost Heading	Description	Cost	VAT	Contingency		Total
		£	£	£	%	£
Staff costs	Community Education Officer	63,950		6,395	10	70,345
Training for staff	Training Plan	2,350		350	15	2,700
Training for volunteers	Training Plan	15,470		1,180	8	16,650
Equipment & materials	Audience development and programme	23,570		2,355	10	25,925
Producing materials	Activity Plan programme materials	6,000		600	10	6,600
Professional fees relating to the above	Leaders in support of Activity Plan	14,910		1,495	10	16,405
Total Costs		126,250		12,375	10	138,625

Additional Project Costs

Cost Heading	Description	Cost	VAT	Contingency		Total
		£	£	£	%	£
Publicity and promotion	Ads, mail out, launch ...	21,190		1,910	9	23,100
Evaluation	Surveys & external facilitation	5,500		500	9	6,000
Volunteer time	Volunteers	8,300		0	0	8,300
Total Costs		34,990		2,410	7	37,400

b) Partnership Funding Towards Delivery Costs

Income Heading	Description	Secured	Total (£)
Cash	New Forest District Council - £165,000 Totton and Eling Town Council - £65,000	Yes	230,000
Cash	Local funds and partner agencies/NFDC Fundraiser	No	40,075
Volunteer time	Volunteer activities	No	8,300
HLF Grant			1,379,300
Total Income			1,657,675

Heritage Grants

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 applied for a grant and how you intend to carry out those purposes as set out in your Application, 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.

Approved Usage – how you said you would use the 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 Project 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 Project.

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 Project.

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 that you buy, create, receive or restore, or property that is otherwise funded by the Grant including intellectual property rights and any documents that you produce or order as part of the Approved Purposes.

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 the 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. You must carry out the Approved Purposes in line with current best practice and to a standard that is appropriate to a project of importance to the national heritage.
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, the 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 the Property and any work to it;
 - 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 the Property for the Approved Usage.
12. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with contractors and professional advisers to allow you 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 you to withhold part of the contractors' fees on practical completion of the works. If you 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. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 22, 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 the Property (we will work out the share in line with the guidelines set out in *Managing your grant*);

- b. that you sell or let the Property at its full market value;
 - c. any other conditions we think fit.
15. You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after it has been created, repaired or restored. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation management plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.
16. You must insure the 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 the 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 the Property.
19. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the 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 you about from time to time. 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. You must also provide us with hard-copy photographs or transparencies or high resolution digital images in electronic format of your Project. 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 37. 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 *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 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.
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. 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.
27. 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.
28. 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.
29. If you sell or otherwise part with all or part of the 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.

30. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
31. 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.
32. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
33. 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.
34. 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.
35. 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.
36. 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.
37. These terms of grant will last for the period set out in the Grant Notification Letter.
38. These terms of grant cannot be enforced by anybody other than you or us.
39. 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 Project.
 - 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, 35 and 37 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. Paragraphs 9(a), 9(c), 15, 16 and 17 will not apply.

Terms of Grant

You must read the standard terms of grant that apply to all our grant awards in this grant programme. These can be read on our website. By signing the declaration below, you are confirming, on behalf of the organisation that you represent, that you accept these terms, unless we choose to draft a contract which is specific for your project.

If more than one organisation is applying to us for a grant, the same declaration must be signed by somebody on behalf of each organisation. By signing the declaration, each organisation accepts responsibility if the other fails to keep the terms of the grant.

Declaration

Please be aware that you are making this application at your own risk and we cannot be responsible to anybody for any loss, damage or costs arising directly or indirectly from this application.

- I have read, understand and accept the notes (including the standard terms of the grant) that came with this application form I understand and agree to you using and publishing the information in this application. I agree that you can check the information in it and any supporting documents with other people and organisations.
- The project, and my organisation's role in it, falls within my organisation's powers and purposes.
- My organisation has the power to accept a grant, under your terms, and the power to pay back the grant if the terms are not being met.
- I understand that any misleading statements (whether deliberate or accidental) I give at any point during the application process, or any information I knowingly withhold, could mean my organisation's application is not valid, in which case you will cancel the grant and claim back the money we have received, stop assessing and return the application, or withdraw any grant you offered my organisation.
- The project has not yet started and will not do so until my organisation receives permission from you.
- I accept that you may make the information contained in this form available to members of the public who ask to see it under the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland. I understand that you will treat this information in line with the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland, and that, unless I have said otherwise, you will make sections 2 and 3 of this form available to the public if you are asked to (this does not include any supporting documents). I understand that you will take account of any objection we make to you releasing the information contained in sections 2 and 3 or elsewhere in the form. I accept that you have responsibilities under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland (which may mean you have a duty to make the information available even if I have objected to this) and I agree that you will not be held responsible for any loss or damage we may suffer as a result of you meeting those responsibilities in line with the law. I agree that any personal data supplied on this form (or otherwise) by my organisation will be used in accordance with the Data Protection Act 1998, and the Data Protection statement in the Introduction and Help Notes.

- 1a. I am authorised to put forward this application on behalf of my organisation and to sign this declaration.
- On behalf of my organisation, I agree that if we receive any grant from you for our project, we will keep to the standard terms of grant and any further terms and conditions set out in the grant notification letter. The only exception to this will be if you decide to draft a contract specifically adapted for our project, in which case you will tell us about this in the grant notification letter. We (Heritage Lottery Fund) will take your signature (or signatures) on this form as confirmation that you:
 - Have understood we have legal responsibilities under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland.
 - Accept that we will not be responsible for any loss or damage you suffer as a result of us meeting these legal responsibilities.

The person signing this declaration must be different from the person named as the contact under question 1c and must have the authority to do so (for example, the chief executive, director, chairperson, vice chairperson, secretary or treasurer of your organisation).

If your project involves a partnership, the lead partner's authorised person should sign this on behalf of the partnership. If your project involves work to a building, piece of land or heritage item, the owner must also sign this Declaration if they are not the lead partner.

BOB JACKSON

Signature:

Bob Jackson

Name (please print):

Job Title:

Executive Director (S.151)

Name of Organisation:

New Forest District Council

Date:

18 Feb 2014