

MR01

Particulars of a charge

137532/223

laserform



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[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR00

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record. **Do not send the original.**



LD4

\*L5JRRYCX\*

14/11/2016

#39

For official use

**1 Company details**

Company number 2 0 0 8 0

Company name in full TOYNBEE HALL

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 03/11/2016

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name BIG LOTTERY FUND

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

4

**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The freehold property known as Profumo House, 28 Commercial Street London E1 6LS being part of registered title number EGL461557 as shown edged red on the plan attached to the instrument, excepting and reserving those matters specified in the instrument.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Linklater LLP* X

This form must be signed by a person with an interest in the charge

**MR01****Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name ELYSE YAP

Company name LINKLATERS LLP

Address ONE SILK STREET

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX DX10 CHANCERY LANE

Telephone 02074562000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☒ The company name and number match the information held on the public Register
- ☒ You have included a certified copy of the instrument with this form
- ☒ You have entered the date on which the charge was created
- ☒ You have shown the names of persons entitled to the charge
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ You have given a description in Section 4, if appropriate
- ☒ You have signed the form
- ☒ You have enclosed the correct fee
- ☒ Please do not send the original instrument, it must be a certified copy

**Important information**

**Please note that all information on this form will appear on the public record**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper**

Make cheques or postal orders payable to 'Companies House'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 20080

Charge code: 0002 0080 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd November 2016 and created by TOYNBEE HALL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th November 2016

✓ C

Given at Companies House, Cardiff on 21st November 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED

3 November

2016

TOYNBEE HALL

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

Profumo House 28 Commercial Street London E1

Certified to be a true copy of the original

Linklaters LLP

LINKLATERS LLP

Date 11/11/16

Big Lottery Fund  
1 Plough Place  
London  
EC4A 1DE

**LEGAL CHARGE** dated

3 November

2016

**BETWEEN**

(1) **TOYNBEE HALL** (Company No 20080) (Registered Charity No 211850 whose registered office is at 28 Commercial Street London E1 6LS ("the Grant Holder") and

(2) **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("The Fund")

1. **Introduction**

1.1 In this Legal Charge the following expressions have the following meanings

"Grant" means the grant of <sup>445,000</sup>~~£452,500~~ offered by the Fund to the Grant Holder in connection with the Project and subject to the Grant Conditions

*linkates*

"Grant Conditions" means the terms and conditions attached to the Fund's grant offer letter dated 6 May 2016 to the Grant Holder and a copy of which is annexed to this Legal Charge in Schedule 1

"Grant Period" means the period of twenty years from the date of the Fund's grant offer letter dated 6 May 2016

"Project" means the acquisition of the Property and the establishment by the Grant Holder of a Wellbeing Centre

"the Property" means the freehold property known as Profumo House, 28 Commercial Street London E1 6LS being part of registered title number EGL461557 as shown edged red on the attached plan ~~Subject to the rights granted by a lease dated 31 October 2014~~

*linkates*

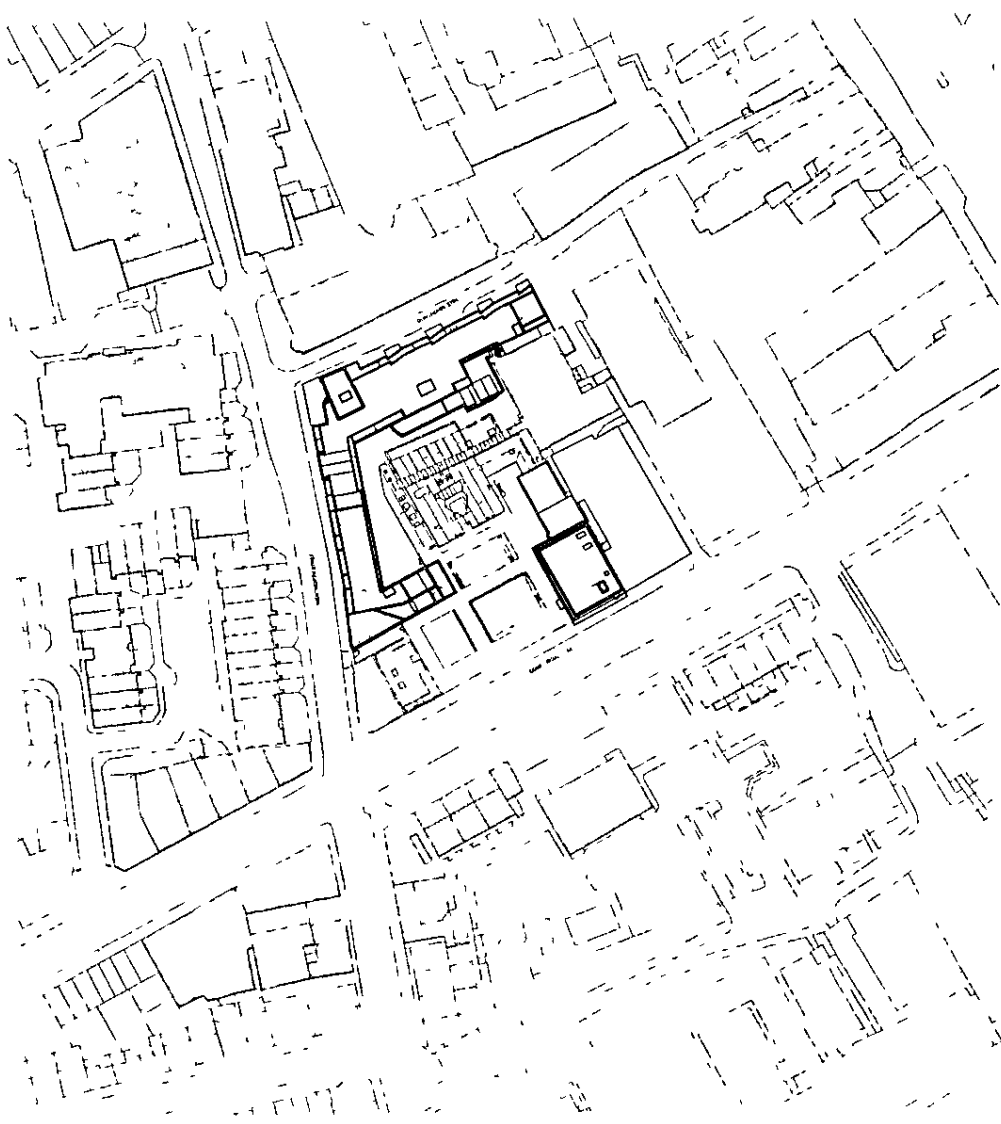
DRAWING STATUS

**PRELIMINARY**

The contractor must check dimensions on site. Only signed dimensions to be worked from.

Any discrepancies must be reported to the architect before proceeding.

NOTES



*Handwritten signatures:*

*[Signature]*

*[Signature]*

*[Signature]*

Revisions			Approved
Rev	Description	Date	By
P1	Professional Seal	2/27/2015	PA
P2	Red line amendment to add site plan	1/5/2016	PA

**Platform 5**  
**architects**

1400 1st Ave  
San Francisco, CA 94103  
Tel: 415.774.8800  
Fax: 415.774.8801  
www.platform5.com

**Platform 5**  
architects

Township Redevelopment (Township Site)

Proposed Site Location: Profumo House

14-08 TS(02)002 P2 1:1250

22/12/2015

~~made between the Grant Holder (1) and Arts Admin~~  
~~(2) as registered with title number AGL334062 and~~

Unblades

Excepting and Reserving to the Grant Holder and all persons authorised by it (i) the right to carry out any building, rebuilding, alteration, improvement, refurbishment or other works to the remainder of the Grant Holder's title EGL461557 (including the erection of scaffolding) notwithstanding interference with light and air enjoyed by the Property (ii) free and uninterrupted use of all existing and future conduits which are in the Property and serve the Grant Holder's title EGL461557 and (iii) free and uninterrupted rights of way at all times and for all purposes at ground level through the Property to the rest of the Grant Holder's title EGL461557

1 2 In this Legal Charge where the context so admits the expressions "the Grant Holder" and "the Fund" include their respective successors in title and assigns

1 3 It is a condition of the Grant that the Grant Holder grants a legal charge on the Property on the terms set out in this Legal Charge

## **2. Payment of the Grant by the Fund**

The Fund shall pay the Grant to the Grant Holder in accordance with the Grant Conditions for the purpose of the Project

## **3. Repayment of the Grant by the Grant Holder**

3 1 Subject to Clause 4 2, if the Grant Holder shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) shall be

repayable forthwith upon receipt of a written demand from the Fund to the Grant Holder and the Fund shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice

- 3 2 Interest shall be payable by the Grant Holder to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) from the date of the notice referred to in Clause 3 1 until the actual date of repayment at a rate equal to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after as before any judgment)

4. Legal Charge

*and consents to the entry into and utilisation by the Grant Holder of any facility secured by the CAF Charge and any replacement thereof*

- 4 1 The Grant Holder hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to the Fund of the Grant in accordance with the terms of this Legal Charge

- 4 2 Notwithstanding the Grant Conditions, the Fund hereby consents to the grant of a legal mortgage of the Property after the date of this Legal Charge by the Grant Holder in favour of CAF Bank Limited ("the CAF Charge")

*unilaterally*

- 4 3 The Fund shall, at the request of the Grant Holder, execute and deliver a deed of priority granting priority to the CAF Charge ahead of this Legal Charge ("the CAF Deed of Priority")

*(or any replacement thereof)*

- 4 4 The Fund hereby consents to the registration of the CAF Charge, the CAF Deed of Priority and any restriction on title in connection therewith on the register of title of the Property at the Land Registry, and the Fund shall provide such assistance as may reasonably be requested by the Grant Holder in connection with such registration

5. Appointment of a Receiver

- 5 1 At any time after the money secured by this Legal Charge shall have become payable the Fund may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place

- 4.5 Upon expiry of the Grant Period, the Grant Holder may request that the Fund discharge the Property from this Legal Charge. Upon receiving such request, the Fund shall as soon as reasonably practicable discharge the Property from this Legal Charge, provided that the Grant Conditions have been fully satisfied. The Grant Holder and the Fund shall each bear their own costs if they incur any in connection with the request and discharge.

5 2 Any receiver appointed by the Fund may if so directed in writing by the Fund in his absolute discretion have power to

5 2 1 enter upon and take possession of the Property or any part of it and complete any buildings on it which may be unfinished

5 2 2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings whether or not in accordance with the works then being carried on at the Property

5 2 3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this Legal Charge) in such manner as the receiver shall in his absolute discretion think fit

5 2 4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit

5 2 5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto

5 2 6 manage any building or carry on any business carried on at the Property as agents for the Grant Holder in such manner as he may think fit

5 2 7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary

5 2 8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grant Holder

5 2 9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any

lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held

5 2 10 make any change or arrangement as to boundaries with the adjoining owners and neighbours

5 2 11 compromise any claim or claims of or against the Property or arising out of the Property

5 2 12 effect indemnity insurance and other like insurance and obtain bonds

5 2 13 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Grant Holder

5 2 14 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of the Grant Holder

5 3 All moneys expended by the receiver shall on demand be repaid by the Grant Holder with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property

5 4 Any receiver appointed by the Fund shall so far as the law allows be deemed to be the agent of the Grant Holder for all purposes who shall solely be responsible for his acts and the Fund shall not be under any liability for his remuneration or otherwise

5 5 The Fund shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5 2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

6. **Power of Attorney**

The Grant Holder hereby irrevocably appoints the Fund and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5 2 the Grant Holder hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund or any such receiver shall do or purport to do by virtue of this clause

7. **Advice**

The Grant Holder hereby certifies that the Grant Holder has power to grant this Legal Charge

8. **Execution**

This Legal Charge was executed as a deed but not delivered until the date hereinbefore written

9. **Registration**

By executing this Legal Charge the Grant Holder applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry "No disposition of the registered estate by the proprietor of the registered estate (other than a charge to CAF Bank Limited) is to be registered without a written consent signed by the proprietor for the time being of the charge dated 3 November 2016 in favour of the Big Lottery Fund referred to in the Charges Register"

10. **Statements – applicable where Grant Holder is a Charity**

- 10.1 The Property charged is held by (or in trust for) the Grant Holder, a non-exempt charity, and this mortgage is not one falling within section 124(9) Charities Act 2011

so the restrictions on disposition imposed by section 124 of that Act apply to the Property

- 10 2 The restrictions on disposition imposed by sections 117 – 121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)

**11. Certificate**

The Charity Trustees of the Grant Holder certify that they have power under the trusts of the charity to enter into this Legal Charge and that they have obtained and considered proper advice regarding this Legal Charge in accordance with section 124(2) of the Charities Act 2011

**12. Notices**

- 12 1 Any notice given to a party under or in connection with this Legal Charge shall be in writing and shall be
- 12 1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or
- 12 1 2 sent by fax to its main fax number
- 12 2 Any such notice shall be deemed to have been received
- 12 2 1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address,
- 12 2 2 if sent by pre-paid first-class post or other next working day delivery service, at 9 00am on the second working day after posting,
- 12 2 3 if sent by fax, at 9 00am on the next working day after transmission
- 12 3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action
- 12 4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12



Carole Macqueen  
Toynbee Hall  
28 Commercial Street  
LONDON  
E1 6LS

06.05.2016

**Project ID: 0010257515**

**Reaching Communities Buildings  
Grant offer**

Dear Ms Macqueen

I am pleased to confirm that we would like to offer your organisation a grant of £452,500 for the following project:

**Centre for Wellbeing**

The project will allow a new Wellbeing Centre to be created with communal lounge, kitchen, quiet room which can also be used to provide health services such as chiropody, space for a multi-denominational meditation and prayer room (funded by the applicant), two activity rooms, storage and toilets.

We hope this will help your project make a difference to your beneficiaries.

The grant will be made up of the following amounts for each year:

	Capital	Revenue	Total
Year one	£445,000	£7,500	£452,500

The capital grant will contribute towards construction, FF&E and professional fees.

Big Lottery Fund  
Apex House  
3 Embassy Drive  
Edgbaston  
Birmingham B15 1TR  
T 0121 345 7700  
F 0121 345 8888  
18001 + 0121 345 7700  
(for those with a hearing or speech impairment)

[www.biglotteryfund.org.uk](http://www.biglotteryfund.org.uk)

Chair  
Peter Ainsworth

England Chair  
Nat Sloane

Chief Executive  
Dawn Austwick

We are committed to ensuring that  
the money we raise is used  
to benefit as many people as possible



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### **Terms and conditions of grant**

Please read the terms and conditions of grant attached to this letter.

### **Capital grant requirements**

All grants for projects involving land and buildings are subject to the standard capital terms and conditions of grants, which require you to meet specific legal requirements

You can find detailed guidance on our legal requirements in the Guide to your grant. All legal documentation requested must be provided in the form described in Appendix 2 of the guide.

Before we can make capital payments above a five per cent lead in you must provide:

- a completed Certificate of title from your solicitor
- a Legal charge on the land and buildings and a legal opinion from your solicitor

Before we can make capital payments for building work you must provide:

- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender confirmation form).

### **Accepting the grant offer**

If you accept our offer and agree to meet our terms and conditions of grant, the senior or legally responsible contact named on your application form must sign the declaration at Annex B of this letter. You must return the signed offer letter attached to the terms and conditions, to the following address by 3 June 2016

Big Lottery Fund  
Apex House  
3 Embassy Drive  
Edgbaston  
Birmingham B15 1TR



you won't be able to meet this deadline you must contact us immediately.

The terms and conditions are part of the grant agreement between us, so we must receive them attached to the signed offer letter, with both documents in their original format. If you detach the terms and conditions or alter either of the documents, we will be unable to accept them and will have to send you a new offer letter, which could lead to a delay in starting your grant.

Keep the other copy of the offer letter and terms and conditions for your records

If you have any questions about this offer or our terms and conditions, please call us as soon as possible.

By accepting our terms and conditions, you agree to meet our monitoring requirements. You can find out about these in the Guide to your grant. Please read this to find out what you will be required to do during the life of the grant

If you don't meet our requirements, including the monitoring requirements, we may withhold payments 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 agreements with, or administered by, the Big Lottery Fund, payment of this grant might 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 any investigation we carry out finds no cause for concern.



### **Acknowledging our funding using the Big Lottery Fund beneficiary logo**

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where Lottery money is going in their community. Please refer to Annex A of this letter for details on how to use our beneficiary logo and acknowledge your grant.

When you sign this offer letter, you are acknowledging that you have received this information and agree that we may give your details to the Gambling Commission as detailed in Annex A. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

### **Starting the grant**

We'll email you a Bank or building society details form within the next five working days to complete, so that we can pay funds into your account. If we don't have an email address for you the Bank or building society details form will be enclosed with this offer pack and you must return it with the signed offer letter.

After we've received your signed grant agreement and Bank or building society details form, we'll get in touch to confirm your grant has started or to let you know if there is anything else you need to do.

You must start your grant within 6 months of the date we receive your signed grant agreement. You should contact us if you think there may be a problem with this.

Amanda Cunoosamy will be your funding officer for the grant, and will be in touch soon to arrange a time to discuss it in more detail. She will tell you more about how we will pay and monitor your grant and you will have the opportunity to ask any questions you may have. You can contact Amanda by email at [amanda.cunoosamy@biglotteryfund.org.uk](mailto:amanda.cunoosamy@biglotteryfund.org.uk), or phone on 0121 345 7922.



## Project outcomes and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes and indicators for the project are set out at Annex C of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

## Publicising the grant

We would like to help you celebrate your grant and share your good news with other people. We'll announce your grant offer along with others we are making at the same time, with a press announcement on 12.07.2016 and we'll publish details of it on our website. You can arrange your own publicity, but please make sure that news of the grant is not shared with the media or made public until this date. You can contact the press office on 0207 2111888 for further advice.

Publicising your project is important so that people can learn about the fantastic work you're doing in your community. It's also good for people who play the National Lottery to see where their money is being spent and how people are benefiting from it. One of the easiest ways you can publicise your grant and promote the work that you do is on social media channels such as Twitter and Facebook. Guidance and information on this and other ways to publicise your grant can be found in the guidance on our website [www.biglotteryfund.org.uk/publicity](http://www.biglotteryfund.org.uk/publicity).

Congratulations on receiving a grant. We wish you every success with your project and look forward to hearing from you shortly.

Yours sincerely

A handwritten signature in black ink, appearing to read "Mark Purvis".

Mark Purvis  
Head of Funding



Enclosed:

- standard revenue terms and conditions (attached to this letter)
- standard capital terms and conditions (attached to this letter)
- Grant Acknowledgement Requirements booklet
- a copy of this offer letter and the terms and conditions for your records
- Bank or building society details form
- your Guide to your grant.
- Setting up your grant form



## Annex A

### Using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where National Lottery money is going in their community.

The main, but not sole, means of acknowledging your grant is using the beneficiary logo as widely as possible. The beneficiary logo is made up of the Big Lottery Fund circle logo, the National Lottery crossed fingers and the words "Lottery Funded", these elements together all form one piece of artwork.

This section of your contract is formal in tone because it relates to intellectual property rights - the Gambling Commission own the trademarks for the crossed fingers and "Lottery Funded" artwork. If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo

The beneficiary logo is described in the enclosed grant acknowledgement requirements booklet, called *show*. This is also available, with further information, on our website [www.biglotteryfund.org.uk/logos](http://www.biglotteryfund.org.uk/logos)

You must comply with these guidelines, or any future version of those guidelines which we send to you. This permission is personal to your project and you may not transfer any of your rights to another person or project.

We may share your details with the Gambling Commission to enable it to monitor your compliance with their guidelines and to take appropriate action if you are in breach of its terms.

We will have the right to end your permission straightaway to use the beneficiary logo, at any time and for any reason. This may be in the following circumstances:

- if the Gambling Commission ends our permission to use it
- if you do not comply with the guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the beneficiary logo immediately.



If you have any questions regarding acknowledging your grant  
please contact us for advice at [branding@biglotteryfund.org.uk](mailto:branding@biglotteryfund.org.uk)



**Annex B**  
**Toynbee Hall**  
**Project ID: 0010257515**  
**Project name: Centre for Wellbeing**

**Who must sign this offer letter?**

The senior or legally responsible contact named in your application form must sign this offer letter. They must be at least 18 years old and hold a senior position in your organisation as follows.

Organisation type	Senior/Legally responsible contact's role in your organisation
Organisations incorporated under the Companies Act	Director or company secretary
Local authorities and statutory health bodies	Chief executive or director
Schools	Head teacher
Town or parish councils	Clerk to the council or office bearer
Community councils (Scotland only)	Chair
All other types of organisation	Chair, vice chair or treasurer



### Declaration

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

### Senior/Legally responsible contact

Title	Forenames (in full)	Surname
MR	JULIAN <del>EDWARD</del>	CORNER

### Position in organisation

CHAIR OF TRUSTEES
-------------------

### Signed

### Date

<i>Julian Corner</i>	12 JULY 2016
----------------------	--------------

### What happens if our senior/legally responsible contact has changed?

If your senior or legally responsible contact has changed since you submitted your application, contact the funding officer named in this letter who will send you the relevant form to complete. You must return a completed form with your signed offer letter. Your new legally responsible contact must sign this offer letter.

### Annex C

#### Project outcomes, change indicators and timescales

Project outcome one	
Outcome	Improved physical and mental wellbeing of local people through participation in health and learning activities
Indicator one	People will attend monthly health awareness workshops to improve knowledge of health conditions
Level	10 people per month
Timescale	Year one



<b>Indicator two</b>	People will attend 3x weekly fitness classes (yoga, tai chi, chair-based fitness) to improve their physical wellbeing
<b>Level</b>	10 people per session
<b>Timescale</b>	Year one

<b>Indicator three</b>	People attending health and learning sessions report an increase in awareness and knowledge of health issues relevant to them
<b>Level</b>	80% of all session attendees
<b>Timescale</b>	End of project

<b>Project outcome two</b>	
<b>Outcome</b>	Increased resilience of local people - giving them the knowledge, skills and support to avert future crises and live independently

<b>Indicator one</b>	People will attend sessions to support daily living skills (IT; CV & job skills), 2 per month, to improve their skills and independent living ability
<b>Level</b>	10 people per session
<b>Timescale</b>	Year one

<b>Indicator two</b>	People will take part in peer to peer support to improve their resilience and support networks
<b>Level</b>	150 people per year
<b>Timescale</b>	Year two

<b>Indicator three</b>	People report increased skills and confidence in managing their personal circumstances from having support plans in place
<b>Level</b>	80% of people with support plans in place
<b>Timescale</b>	End of project

<b>Project outcome three</b>	
<b>Outcome</b>	Reduced isolation of local people through mutual support networks and connections across the community



<b>Indicator one</b>	Five social events are held at the Centre each year to improve social engagement
<b>Level</b>	80 people per event
<b>Timescale</b>	Year three

<b>Indicator two</b>	Older and young people will take part in intergenerational events to improve connections and support networks every quarter
<b>Level</b>	30 people per quarter
<b>Timescale</b>	Year two

<b>Indicator three</b>	People attending programmes tackling social isolation report an increase in social engagement
<b>Level</b>	80% of attendees
<b>Timescale</b>	End of project

<b>Project outcome four</b>	
<b>Outcome</b>	Increased active citizenship - helping people to feel empowered and engaged through cross-community programmes and volunteering

<b>Indicator one</b>	People will attend local forums, 3x per year to increase engagement with local community
<b>Level</b>	30 people per year
<b>Timescale</b>	Year three

<b>Indicator two</b>	People will be local ambassadors for the Centre and feel more engaged with their local community
<b>Level</b>	15 people per year
<b>Timescale</b>	Year three

<b>Indicator three</b>	People volunteering at the Centre will feel more engaged with their local community
<b>Level</b>	95 people per year
<b>Timescale</b>	End of project



Mr Graham Fisher  
Toynbee Hall  
11 Hindmans Road  
LONDON  
SE22 9NF

06.05.2016

Project ID: 0010257515

Dear Mr. Fisher

**Reaching Communities Buildings**

You have been named as the senior or legally responsible contact for a recent application to us from Toynbee Hall. We have offered them funding of £452,500 for the following project:

**Centre for Wellbeing**

We are writing to you as a standard fraud prevention measure. This letter is simply to check that you are aware of, and involved in, the organisation and project named above and that your identity is not being used without your knowledge.

You only need to contact us on 0800 496 9991 if you are not aware of Toynbee Hall or this application for funding. Otherwise you do not need to respond to this letter.

We have posted a grant offer pack to the main or primary contact for the project. This pack includes a declaration which they will ask you, as the legally responsible contact, to sign to accept our offer and agree to our terms and conditions of grant.

Congratulations on receiving an offer of funding. We wish you every success with your project.

Yours sincerely

A handwritten signature in black ink, appearing to read "Mark Purvis".

Mark Purvis  
Head of Funding



Mr. Graham Fisher  
Toynbee Hall  
11 Hindmans Road  
LONDON  
SE22 9NF

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Mark Purvis  
Head of Funding

## **Standard terms and conditions for Reaching Communities**

### **Definitions**

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means 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/or 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 together with any other conditions we have agreed.

#### **1. In general**

- 1.1 We will use the grant exclusively for the 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.
- 1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender or disability, and in compliance with relevant legislation.
- 1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, 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.

## 2. The project

- 2.1 We will get your written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.2 We will start the project within six months of the date of the Grant Agreement or, if it is delayed, write to you giving reasons for the delay and asking for an extension.
- 2.3 We agree to use reasonable endeavours to deliver 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 Agreement.
- 2.5 We will tell you immediately of any offer of funding for this project from anyone else at any time during the project.
- 2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you promptly.
- 2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents or any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
- 2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. 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 will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.
- 2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.
- 2.11 We agree to comply with 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 in place at all times, to help us comply with all relevant laws and good practice whilst the Grant Agreement remains in force. We will obtain all approvals and licences required by law or by you.
- 2.12 If our project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. We will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service. We will regularly review our policy and

procedures to ensure they adhere to any applicable legislation and/or regulations

- 2.13 If we are a charity, we will register with the Charity Commission, the Charity Commission for Northern Ireland or the Office of Scottish Charity Regulator if our income goes over their minimum exemption figure
- 2.14 We will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to you. 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 for any purpose as you see fit without any right of a claim by us in respect of copyright.
- 2.16 We will operate under the principles set out in your Welsh Language scheme and in particular we will produce bilingually all publicity materials, such as leaflets, signs and web content if they are funded by you, advertise bilingually any posts funded by you and take into consideration the linguistic needs of the community throughout the life of the grant.

### 3. Our organisation

- 3.1 We will get your written agreement before:
- Changing our governing document, (unless we are a statutory organisation) 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 immediately if any legal claims are made or threatened against us and/or which would adversely affect the project 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 immediately of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
- 3.4 We will be available for meetings with you and allow you or those acting for you or the National Audit Office full and free access to our records and any of our offices or buildings.
- 3.5 We will let you know when our governing body, management committee or board of directors falls below three unrelated members and will increase it to at least three unrelated people 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 promptly when requested.
- 4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.
- 4.6 If you have funded a proportion of the VAT costs for the project, 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, or, as a statutory authority, cannot show restricted funds in our accounts, 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.
  - 5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently examined by a suitably qualified person if our annual income is over £10,000. We understand that if we are a statutory body, we are not required to send you our accounts. However, if you require to see them, we will send you our accounts, signed and audited as required by the appropriate regulations.

5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been spent. We will make these financial records available to you to look at and give you copies.

5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the project.

## **6. Monitoring**

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

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 complete a final report about the project using the form you send us. We understand that the grant monitoring is complete only after we have completed this report and you have received annual accounts for the full period to your satisfaction.

6.4 We will inform you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6.5 We will inform you immediately in writing if there is to be any variation to or decrease in the project outcomes.

## **7. Grants for Salaries**

- 7.1 We will ensure that we have legally compliant employment policies and procedures in place at all times. Our policies will reflect the requirement of equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.
- 7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We will send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re-advertisement. We will keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them. If we have an internal recruitment policy in place, you may waive the right to enforce this condition in writing at your discretion.
- 7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date.
- 7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

## **8. Grants for Assets and Services**

- 8.1 If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then we will comply with the terms of the standard capital grant conditions attached to the grant offer letter or any other conditions which you have required of us.
- 8.2 If any part of the grant is used to buy any other capital items including vehicles, or a series of related capital items or services or a series of 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 obtain your written agreement beforehand. We will comply with all anti-bribery and anti-corruption legislation and UK and European procurement legislation. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.
- 8.3 If any part of the grant is to buy a capital item including vehicles or series of capital items costing more than £10,000 we will keep all receipts and invoices and send them to you if you ask for them. If the cost of the item or items is less than £10,000 we will keep all receipts and invoices and make them available for inspection on request. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.
- 8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights against claims from third parties and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if

you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.

- 8.5 We will keep all assets funded by the grant safely and in good repair and condition and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it as soon as reasonably practical.
- 8.6 We understand that you will monitor assets bought with the grant for a period of up to ten years after the grant has ended for assets purchased for over £100,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were purchased for less than £100,000 you will monitor the assets for a period of five years or while the Grant Agreement remains in force, whichever is the shorter. We will supply you with information that you ask for and will allow you to inspect the assets for that period.
- 8.7 During the grant monitoring period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide written consent you may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

## **9. Payment of grant**

- 9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.

- 9.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM's or debit cards to make cash withdrawals or payments from this account
- 9.3 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. We must take up the first instalment of the grant within 6 months of the date of the grant offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.
- 9.3 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.
- 9.4 You will normally make payments for up to three months spending in advance as long as we complete a satisfactory payment plan before the project starts and we have given written notice of the project start date.
- 9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you require extra information or documents, you may request this and may postpone payment of the grant until you decide that the terms are met or until you receive the information you want.

## **10. Length of Grant Agreement**

- 10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the payment of the last instalment of the grant.

- As long as any part of the grant remains unspent.
- The expiry of the maximum period required under the grant for asset monitoring.
- As long as we are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on grant expenditure or project delivery).

**11. We understand that**

- 11.1 You can only guarantee future instalments of the grant as long as funds from the National Lottery are available and you continue to operate.
- 11.2 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, on your website, in newspapers and through other media.
- 11.3 You will not increase the grant if we spend more than the agreed budget.
- 11.4 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 arise from a suspension even if the investigation finds no cause for concern.
- 11.5 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 incorrectly or misleadingly
- 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.
- Members of our governing body, volunteers or staff have offered, given or agreed to give any person any money or gifts to bring about this Grant Agreement or 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 Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue and Customs 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.
  - If you have reasonable grounds to believe that it is necessary to protect public money.
- 11.6 You may withhold or demand repayment of all or any of the grant if 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.
- 11.7 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.
- 11.8 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement which must have been authorised by you in writing, permitting us to work with another organisation in delivering the project.
- 11.9 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.
12. **Additional conditions**
- 12.1 You have the right to impose additional terms and conditions on the grant either in the offer letter 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 the project or on your reputation as a distributor of public money or as a Government sponsored body.
- If you have reasonable grounds to believe that it is necessary to protect public money.
- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

## **Reaching Communities Buildings - Standard terms and conditions for capital grants**

- 1 If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land ("capital assets"), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us
- 2 We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be
  - a legal charge or a standard security in your standard form or
  - a deed of dedication in your standard form and if the property is registered, a restriction or inhibition to be lodged at the Land Registry or Land Register where appropriate or if the property is unregistered, a deed or letter of undertaking in your standard form to secure repayment of the grant in appropriate circumstances

If you have asked for security, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction

- 3 We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction
- 4 We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive your agreement in writing first. Your agreement may be subject to conditions, which we will have to meet
- 5 If any part of the capital grant is to buy land (whether freehold, heritable or leasehold land), we will send you when asked the following documents

- a surveyor's report on the condition of the property, its value for the purpose of the project and whether it is suitable for the project,
  - confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained,
  - if the grant is for £100,001 or over, a certificate of title completed by our solicitors (which you will supply), together with
    - a signed legal charge or standard security and our solicitors undertaking to register it at the Land Registry or Land Register and at Companies House, where appropriate, or
    - a deed of dedication and if the property is registered, our solicitors undertaking to lodge a restriction or an inhibition at the Land Registry or Land Register, where appropriate, or if the property is unregistered, a deed or letter of undertaking, and
  - if the grant is for £350,000 or over and we are not a statutory body, confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents
- 6 If any part of the capital grant is to buy leasehold land, then we will ensure that the lease will be for the following minimum term of years or for the minimum asset monitoring period in clause 12, whichever is the longer
- For capital grant of up to and including £100,000 a lease of at least 5 years, without a break clause
  - For capital grant of £100,001 or more but less than £350,000 a registered and assignable lease of at least 10 years, without a break clause
  - For capital grant of between £350,000 and £5 million (inclusive) a registered and assignable lease of at least 20 years, without a break clause
  - For capital grant of more than £5 million a registered and assignable lease of at least 40 years, without a break clause
  - If the grant is £350,000 or over and is to buy leasehold land, we will send you a copy of the signed lease, which must satisfy you that it is suitable security for the grant

7 If all or part of our capital grant is to be used for **any building work** we understand and accept

- that you will keep 95% of the capital grant until we have provided in a satisfactory form
  - evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work, and
  - evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements we will provide evidence of the tender process undertaken to identify existing contractors,
- that you will make payments in stages when you receive builders' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) or RIAS (The Royal Incorporation of Architects in Scotland) form or other appropriate invoices,
- that you will keep 5% of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate, the final certificate, confirmation that we have obtained the building regulations completion certificate, and confirmation that we have obtained the buildings insurance certificate, and
- that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead

8 If our capital grant is £100,001 or over and to be used for **any building work** we understand and accept that

- you will require confirmation (by way of a certificate of title, which you will supply) from our solicitors that we are the leasehold, freehold or heritable owner of the capital assets to which the grant relates and that the capital assets may be employed for the grant purpose,

- you will keep 95% of the capital grant until we have provided in a form which is completed to your satisfaction
    - a copy of the tender review report. If we are to commission the building work under pre-tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money,
    - an updated capital project cost summary, cash flow and programme, and
    - evidence that we have secured all the required partnership funding for the capital project,
  - we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out,
  - if structural work is necessary, we must employ a structural engineer,
  - we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover, and
  - if building works come under the Construction (Design and Management) Regulations, we will confirm that we have appointed a planning supervisor
- 9 We understand that if we do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then you will proportionally reduce our capital grant in line with the actual capital expenditure incurred in the claim period
- 10 If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will

have to meet. You will need to be satisfied that the new lender understands and will put the interests of the beneficiaries of the project first. We undertake that

- any loan secured on the capital assets will be used entirely on the project, and
- the maximum loan will be no higher than the amount of money being put up by the new lender

11 We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.


12 You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:

- for grant of up to and including £100,000 applied to capital assets: 5 years
- for grant of £100,001 or more but less than £350,000 applied to capital assets: 10 years
- for grant of between £350,000 and £5 million (inclusive) applied to capital assets: 20 years
- for grant of more than £5 million applied to capital assets: 40 years
- for grant applied to other assets (not land or buildings): the period specified in the standard terms and conditions


13 We understand and accept that the asset-monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest

EXECUTED as a DEED by  
**TOYNBEE HALL**  
acting by two Directors

Signature

  
(Director)

Signature

  
(Director)

SIGNED as a DEED by  
**BIG LOTTERY FUND** acting by



Chief Executive/Solicitor to the Fund