

MR01

Particulars of a charge



Companies House

017810/13

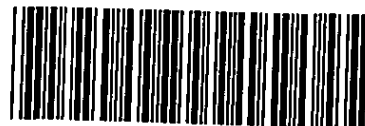
A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 the
instrument Use form MR01

For further information, please



A59PAJZU

A14

22/06/2016

#8

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 2 3 8 4 5 6 9
Company name in full The Landmark Trustee Company Limited

8 For official use

→ **Filling 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 2 0 0 6 2 0 1 6

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 The Trustees of The National Heritage Memorial 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 Llwyn Celyn, Cwmyoy, Abergavenny, Monmouthshire NP7 7NE and more particularly described 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)

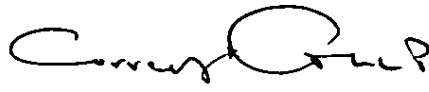
9

Signature

Please sign the form here

Signature

Signature

X  X
(Presenter Details overleaf)

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 **Jonathan Redmayne**

Company name **Currey & Co LLP**

Address **33 Queen Anne Street**

Post town **London**

County/Region

Postcode **W 1 G 9 H Y**

Country **England**

DX

Telephone **020 7802 2700**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2384569

Charge code: 0238 4569 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2016 and created by THE LANDMARK TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2016

70

Given at Companies House, Cardiff on 25th June 2016



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

20 June

2016

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

- and -

THE LANDMARK TRUSTÉE COMPANY LIMITED

LEGAL CHARGE

relating to Llwyn Celyn Cwmyoy

Abergavenny Monmouthshire NP7 7NE



~~4~~ We hereby certify that
this is a true and complete
copy of the original.

Currey & Co LLP
21/6/16

THIS DEED is made on

20 June

2016

BETWEEN

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London, SW1W 8NR (and where the context admits its respective successors in title and permitted assigns "NHMF"), and
- (2) **THE LANDMARK TRUSTEE COMPANY LIMITED** (registered company number 2384569) whose registered office is situated at Shottesbrooke Maidenhead Berkshire SL6 3SW the trustee for the time being of the charity known as The Landmark Trust (registered charity number 243312) ("**the Chargor**")

1. **Definitions**

"Grant Contract"

a declaration made on behalf of the Chargor in the Application form, a grant notification letter dated 22 July 2015 (as varied by a letter dated 26 January 2016) and NHMF's Standard terms of grant all of which are attached to this Charge as the same may be amended, supplemented, restated or novated from time to time

"Property"

(a) the freehold property known as Llwyn Celyn Cwmyoy Abergavenny Monmouthshire NP7 7NE registered with title no CYM568853 but excluding the parcel of land in the north-western corner thereof and more particularly described in panel 3 of the transfer made on 17 March 2016 between the Chargor (1) and Trevor Powell and Lyndon Powell (2) and shown coloured pink on the plan annexed thereto and subject to the terms of the deed of modification and variation also made on 17 March 2016 between the said Trevor Powell and Lyndon Powell (1) and the Chargor (2) whereby various provisions of the transfer made between the same parties on 13 June 2012 were modified and varied,

(b) the freehold parcels of land immediately adjoining the western and eastern boundaries of the property referred to in paragraph (a) above and more particularly described in panel 3 of the transfer also made on 17 March 2016 between the said Trevor Powell and Lyndon Powell (1) and the Chargor (2) and respectively shown coloured yellow red and green on Plans A, B and C annexed thereto

"Secured Obligations"

all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chargor to NHMF from time to time including, without limitation, under the Grant Contract

2. **Charge**

The Chargor with limited title guarantee charges by way of legal mortgage the Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations

3. **Dispositions**

3 1 1 The parties apply to the Chief Land Registrar to enter on the Register or Registers of Title to the Property the following restriction

3 1.2 "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *20 June 2016* in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer"

3 2 The Chargor will not exercise the statutory power of granting or accepting a surrender of any lease of the Property nor will the Chargor agree to a variation of any such lease without (in any case) the previous written consent of NHMF

4. **Grant Contract**

This Charge incorporates the provisions of the Grant Contract on the part of the Chargor and any breach thereof will be treated as a breach of obligation under this Charge

5. **General Provisions**

5.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers

5 1 1 any power conferred on it by the Grant Contract,

5 1 2 power to appoint any person to enter on the Property to inspect maintain and repair any buildings structures or other things

5 2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time

5 3 The obligations referred to in clause 5 2 include (among others) the maintenance, repair and insurance of the Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same)

5 4 The entry by NHMF and the performance of any of its rights under this Clause 5 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise

6. **Receiver**

6 1 **Appointment of Receiver**

If

- (a) the Chargor requests that a receiver, receiver and manager and/or an administrator (each referred to as a "Receiver") be appointed, or
- (b) (whether or not NHMF becomes aware of the intention of the same) any party intends to take or takes any step to petition for the appointment of any Receiver to be made in relation to the Chargor or to make an administration application or give or file notice of appointment or of intention to appoint any Receiver or any such petition is presented or any such application or appointment is made, or
- (c) the Chargor fails duly and punctually to perform or discharge any of its obligations hereunder or NHMF demands payment or discharge of any of its obligations hereunder (and whether or not the Chargor is given anytime in which to satisfy the same),

then at any time thereafter the security created hereunder shall be enforceable and NHMF may by writing under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director or manager or other authorised signatory for the time being of NHMF appoint any person or persons to be a Receiver of the whole or any part or parts of the Charged Property and of the rights of NHMF contained in this Charge

6 2 Joint Receivers

Where two or more persons are appointed to be Receiver, NHMF may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and, subject thereto, any such persons may act jointly and/or severally.

6 3 General Powers of Receiver

6 3 1 Any Receiver shall (subject to any limitations or restrictions which NHMF may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of the Chargor and whether or not any such Receiver shall be an administrator) have -

- (a) all the powers conferred from time to time on administrators, receivers (whether administrative receivers or otherwise) by law and/or statute,
- (b) power on behalf and at the cost of the Chargor and whether in the name of the Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Chargor or the assets subject of the security created hereunder, and
- (c) power to use the name of the Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of Clauses 6 3 1(a) and 6 3 1(b) on behalf and at the cost of and in the name of the Chargor or otherwise, the powers referred to herein

6 3 2 To the maximum extent permitted by law all restrictions or limitations or waiting periods which would otherwise apply to the exercise of the rights of any Receiver or of NHMF under or in connection with the security granted hereunder imposed by any statute (including, without limitation, the Law of Property Act 1925 (the "Act")) are hereby excluded

6 4 Receiver as Agent

Any Receiver shall, so far as the law allows, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and NHMF shall not be under any liability whatsoever in such regard

6 5 Remuneration

The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and NHMF at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

6 6 Removal

NHMF may from time to time under its common or corporate seal (as the case may be) or as a deed or under the hand or any trustee, director, manager or other authorised signatory for the time being of NHMF remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint or as the case maybe apply to court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may have been terminated for any reason

7. Appointment of Attorney

The Chargor irrevocably and by way of security appoints NHMF and any person nominated in writing under the hand of any authorised signatory of NHMF, together with every Receiver appointed under this document, as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document

8. Indemnity for NHMF and Receivers

NHMF and every Receiver or agent of NHMF under this document shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property and NHMF and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document

9. Costs

The Chargor will pay on demand all expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting, considering the enforcement or exercise of, or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations

10. Joint and Several Obligations

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally

11. Charities Act 2011

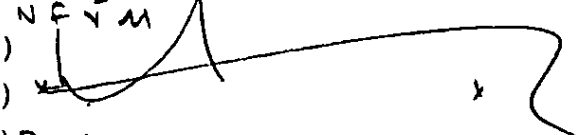
- 11 1 The Property is held by (or in trust for) The Landmark Trust, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply
- 11 2 The restrictions on disposition imposed by section 117 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)
- 11 3 The directors of the Chargor, being the persons who have the general control and management of the charity certify that they have power under the provisions establishing it as a charity and regulating its purposes and administration to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act on the relevant matters set out in Section 124(3) thereof
- 11 4 The certificate set out in the preceding clause is given on behalf of the directors by two of their number (under an authority conferred on them under section 333 of the Charities Act 2011) through the execution by those two directors of this deed on behalf of the charity.

12. Notices

- 12 1 Any notice given to a party under or in connection with this 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

IN WITNESS whereof the Chargor and (for the purpose of the certificate in clause 11 3) two directors thereof have executed this instrument as a deed on the date first before written


EXECUTED AS A DEED by
THE LANDMARK TRUSTEE COMPANY
LIMITED acting by
two directors

N F J M
) 


) Director

print name NEIL FRANCIS
JEREMY MENDOZA

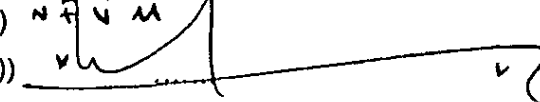
) M R A

) 


) Director

print name ~~MALCOLM RUSSELL~~ 
~~MARTIN JOHN STANCLIFFE~~

SIGNED AS A DEED by NEIL FRANCIS
JEREMY MENDOZA (as a director of The
Landmark Trust Company Limited) in the
presence of

N F J M
) 


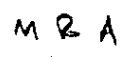
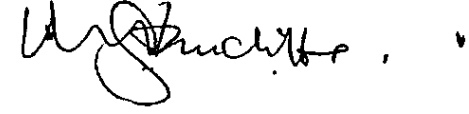
Witness signature 

Witness name  SIMON VERDON

Address:  SPRINGFIELDS

... HORN HILL ROAD

ADDERBURY OX173EU

SIGNED AS A DEED by 
~~MARTIN JOHN STANCLIFFE~~  M R A
~~MALCOLM RUSSELL~~  (as a director)
of The Landmark Trust Company Limited)
in the presence of

Witness signature 

Witness name  SIMON VERDON

Address SPRINGFIELDS

... HORN HILL ROAD

ADDERBURY OX173EU

Declaration**a) Terms of Grant**

You must read the standard terms of grant for this programme on our website.

By completing this Declaration, you are confirming that your organisation accepts these terms. For partnership projects, all partners must confirm that they accept the standard terms of grant by adding a contact at the end of the declaration.

b) Freedom of Information and Data Protection

We are committed to being as open as possible. This includes being clear about how we assess and make decisions on our grants and how we will use your application form and other documents you give us. As a public organisation we have to follow the Data Protection Act 1998 and the Freedom of Information Act 2000.

When you complete the Declaration at the end of the application form, you are confirming that you understand the Heritage Lottery Fund's legal responsibilities under the Data Protection Act 1998 and the Freedom of Information Act 2000 and have no objection to us releasing sections 2, 3 and 4 of the application form to anyone who asks to see them. If there is any information in these sections of the form that you don't want made publicly available, please explain your reasons below:

We will take these into account when we respond to any request for access to those sections. We may also be asked to release other information contained elsewhere in the form and we will respond to these requests after taking account of your rights and expectations under the Freedom of Information Act 2000 and Data Protection Act 1998. In those cases, we will always consult you first.

The Heritage Lottery Fund will not be responsible for any loss or damage you suffer as a result of HLF meeting these responsibilities.

When you complete the Declaration you also agree that we will use this application form and the other information you give us, including any personal information covered by the Data Protection Act 1998, for the following purposes:

- To decide whether to give you a grant.
- To provide copies to other individuals or organisations who are helping us to assess, monitor and evaluate grants.
- To hold in a database and use for statistical purposes.
- If we offer you a grant, we will publish information about you relating to the activity we have funded, including the amount of the grant and the activity it was for. This information may appear in our press releases, in our print and online publications, and in the publications or websites of relevant Government departments and any partner organisations who have funded the activity with us.
- If we offer you a grant, you will support our work to demonstrate the value of heritage by contributing (when asked) to publicity activities during the period we provide funding for and participating in activities to share learning, for which we may put other grantees in contact with you.

We may contact you from time to time to keep you informed about the work of the Heritage Lottery Fund.

Tick this box if you do not wish to be kept informed of our work

I confirm that the organisation named on this application has given me the authority to complete this application on its behalf.

I confirm that the activity in the application falls within the purposes and legal powers of the organisation.

I confirm that the organisation has the power to accept and pay back the grant.

I confirm that if the organisation receives a grant, we will keep to the standard terms of grant, and any further terms or conditions as set out in the grant notification letter, or in any contract prepared specifically for the project.

I confirm that, as far as I know, the information in this application is true and correct.

I confirm that I agree with the above statements.

x 

Name	Bruce Hall
Organisation	The Landmark Trust
Position	Head of Development
Date	07/04/2015

Are you applying on behalf of a partnership?
No

Cymru
19 James William
9 Plo y'r Amgueddfa
Coeddydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Fel
029 2034 3413
Ffôn/Fax
029 2034 3427

Ffôn Ffôn/Ffôn
020 7591 4255
Gwefon/Website
www.hlf.org.uk



Our Ref: HG-13-12682

22 July 2015

Bruce Hall
Head of Development
The Landmark Trust
Shottesbrooke Park
Broadmoor Lane
White Waltham
Maidenhead
Berkshire. SL6 3SW

Dear Bruce,

Rescuing Llwyn Celyn

Congratulations, your application has now been assessed, and I am delighted to inform you that we have decided to award you a grant of up to £2,525,000, two million and five hundred and twenty five thousand pounds (70% of the total eligible project cost of £3,630,221) towards your project to rescue the medieval manor house of Llwyn Celyn in the Black Mountains. More specifically, we will monitor your progress against the following approved purposes:

Approved Purposes

- Restoration and adaption of Grade I listed, medieval Manor House for use as holiday accommodation (sleeping 8).
- Restoration of Grade II listed Beast House for use as a walk-in interpretation room accessed from a new permissive path.
- Threshing Barn to be adapted for use as a large, multi-function community space with the attached Granary offering self-contained bunkhouse facilities (sleeping up to 12). The adjacent Drying Shed and Pigsties offering space for wet crafts with the old cowshed providing a secure storage facility.
- A programme of landscape works for the 2.61 hectares of land including repair of existing dry-stone walls, new hedge planting and the creation of a new orchard of now rare Welsh fruit trees.
- Development of comprehensive Interpretation for the site and wider valley in partnership with the newly created Llanthony Valley Local History Group.
- Engagement actively delivered through a series of 'Heritage at Work' weeks to include volunteer training and task days, heritage craft demonstrations and conservation practice seminars.
- In partnership with the Prince's Foundation, providing work placements for apprentices on their Heritage Craft programme (minimum 4).

As a member of
The National Lottery
You have also
Y Loteri Genedlaethol

Mae CCL yn cwestiynu pob lloeth
yn Cystwng New Basing
Mae'r lloeth yn cwestiynu
yn Ymstrawng yn Ymstrawng

1 of 10



SF4 4075 V3 0

- 3 artists' residences culminating in a public exhibition with a selection of work retained on site as part of the permanent interpretation.
- Appointment of a part-time Site and Access Co-ordinator to manage community and public access to the site.
- A programme of themed open days (up to 12 per annum).

The percentage above is known as your 'grant percentage.' As your approved project costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the project. We describe this as the 'payment percentage' and for your project this will be 70%. More information on this can be found within the enclosed *Receiving a grant* guidance.

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 completed the Declaration section of your online application.

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 shortly to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the enclosed *Receiving a grant* guidance.

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 will appoint a Mentor to support you during your development phase in the following areas:

- Development of Interpretation for the site

They will be available to help you for up to 2 days. We will let you know their name and responsibilities when they are appointed.

We will also 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.

Please read the enclosed *Receiving a 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 payments;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations and the 'Receiving a grant' guidance.

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 (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml), in the same way that you supplied your application form. If you do not have an online account, send hard copies of your forms to your Grants Officer.

Part 2 – The legal section

Grantee name and address:

THE LANDMARK TRUSTEE COMPANY LIMITED

(registered company number 2384568) whose registered office is situated at:
Shottesbrooke
Maidenhead
Berkshire
SL6 3SW

As Trustee for the time being of the Landmark Trust (registered charity number 243312)

Project Reference Number: HG-13-12682

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 in proportion to HLF's grant contribution.

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 *Receiving a grant*

Additional grant conditions

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

See Appendix 2

Grant expiry date

You must complete the approved purposes by: 31 December 2019.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last for the duration of your project and then 20 years from the Project Completion Date.

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

1. This letter
2. Your application dated, 7 April 2014.
3. All Documents submitted by you in support of your application including:
All correspondence exchanged, including emails, any defining documents, e.g., briefs, technical reports, plans, drawings and maps.

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 6 months of the date of this letter

Part 3 – Next steps

The following documents accompany this letter:

- 'Receiving a grant'
- How to announce your grant to media
- Template photo call notice
- Template press release

Please also see the online documents:

- <http://www.hlf.org.uk/running-your-project/logos-acknowledgment/acknowledge-your-grant-wales>

- And the Welsh language <http://cymraeg.hlf.org.uk/running-your-project/ogos-acknowledgment/sut-i-gydnabod-eich-grant-cymru>
- Photography of HLF-funded projects: A guide for grantees -- available online at <http://www.hlf.org.uk/running-your-project/promoting-your-project#bottom>

Permission to start

We will only give you our permission to start when certain pre-conditions, defined in the 'Receiving a grant' guidance, have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your 'Permission to start' form, which will also need to be sent to us in signed hard copy.

Please note that your 'Permission to start' form will be released to your online account within 15 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Dareth Edwards
Grants Officer
Direct Line: 029 2023 4154
Fax: 02920 343 427
Email: DarethE@hlf.org.uk

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 10 days of the grant being awarded. Your grant officer can assist you with queries about publicity and the media and I 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, for example, on public consultation or fundraising information or materials

You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the online document *How to acknowledge your grant* guidance which explains how to do this.

We wish you every success with your project, and look forward to receiving regular updates

Please contact your Case Grant Officer Dareth Edwards if you have any queries arising from this letter.



Richard Bellamy

Pennaeth, Cronfa Dreftadaeth y Loteri Cymru

Head of the Heritage Lottery Fund, Wales

Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost	Vat	Contingency	Total
		£	£	£ %	£
Repair and conservation work	Works Inc. Contract & Design Contingencies	2,516,000	0	0 0	2,516,000
Other capital work	Kitchen, Furnishings, Gates & Grounds	110,000	0	0 0	110,000
Equipment and materials	Other Capital Equipment & Materials	10,000	0	0 0	10,000
Professional fees relating to any of the above	All Capital Cost Professional Fees	231,870	0	0 0	231,870
Other costs (capital)	Project Manager (Capital Works) inc. Staff Travel	103,000	0	0 0	103,000
Total Costs		2,970,870	0	0 0	2,970,870

Activity costs

Cost Heading	Description	Cost	Vat	Contingency	Total
		£	£	£ %	£
New staff costs	Site & Access Co-ordinator (0.5 FTE - 2 Years)	25,000	0	0 0	25,000
Training for volunteers	Details in Activity Plan Budget	21,480	0	0 0	21,480
Travel for staff	Details in Activity Plan Budget	10,800	0	0 0	10,800
Travel and expenses for volunteers	Details in Activity Plan Budget	16,505	0	0 0	16,505
Equipment and materials	Details in Activity Plan Budget	91,812	0	0 0	91,812
Professional fees relating to any of the above	See detailed Activity Budget	71,490	0	0 0	71,490
Other costs (activity)	Venue hire, catering, other open days costs	7,950	0	0 0	7,950
Total Costs		245,037	0	0 0	245,037

Other costs

Cost Heading	Description	Cost	Vat	Contingency	Total
		£	£	£ %	£
Publicity and promotion	Filming for promotion, publicity, open days promotion (first 2 years)	10,000	0	0 0	10,000
Evaluation	Evaluator costs	6,000	0	0 0	6,000
Contingency	10% of Construction Costs	288,108	0	0 0	288,108

Cost Heading	Description	Cost £	Vat £	Contingency £ %		Total £
	& related Professional Fees					
Inflation	Inflation on Total Construction Costs at 4% for 1Q 2016 start	113,206	0	0	0	113,206
Total Costs		414,314	0	0	0	414,314

b) Delivery Phase Income

Income Heading	Description	Secured	Total (£)
Private donation - Individual	Patrons, Guardians, many other appeal donors	Yes	425,755
Private donation - Trusts/Charities/Foundations	Trusts & Foundations	Yes	27,500
Own reserves	Landmark's own funds	Yes	500,000
Other fundraising	Individuals, Trusts & Foundations	No	151,966
HLE Grant			2,525,000
Total Income			3,630,221

Appendix 2

Additional Grant Conditions

1 Letting clause (general)

Despite clause 15 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.

2 Charge (First and only Charge)

a Before you begin any of the Approved Purposes and before we pay you any part of the Grant, you must grant us a charge over the Property ("our Charge") as security for any sums that may become due to us, in a form we require.

b You must send us any information we ask for relating to the grant of our Charge

c Within 28 days of the date of our Charge, you must apply to HM Land Registry for our Charge to be registered against your title to the Property and for a restriction to be entered using the following wording:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".

You must ensure that your application is successful and that our Charge takes priority over any charge or other right or interest which may affect your title to the Property.

d If you are a company, within 21 days of the date of our Charge, you must register it with Companies House against your company.

- e You must provide us with such evidence as we reasonably require to show that the registrations and priority set out in this special condition have been effected.
- f If you break the terms of our Charge, we will treat it as though you have broken the terms of grant. If there are any differences between the terms of our Charge and the terms of grant, the terms of our Charge will take priority.



Heritage Grants

Grants of over £100,000

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 work involved in progressing your project to your second-round Application, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of your Project, its achievements and lessons learned.

First-Round Pass Letter – our letter confirming that you can proceed to the second-round Application. This will identify any Development Work you need to do before you send in a second-round Application.

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 and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after a second-round Application.



How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the project referred to in your Application that consists of, or includes, the Approved Purposes

Project Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

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

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant



Achieving the Approved Purposes

- 1 You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date
- 4 You must use the Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Project development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant 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 5 and 37 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. paragraphs 9a, 9c, 15, 16 and 17 will not apply.

Project monitoring

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.

In these cases we will give you notice. You will report on the progress of your Project at times agreed with us

- 10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
- 11. We will monitor the progress of your Project and will carry out checks at and after the end of the Project to confirm that it is delivering the outcomes expected. 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.
- 12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

- 13. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain 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.
- 14. 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 the Programme Application guidance

Property

- 15. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 24, 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 within one month of parting with the assets or other goods,
 - b. that you sell or let the Property at its full market value,
 - c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is



appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

16. 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 the work has been done. 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.
17. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.
18. You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
19. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
20. 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.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.
22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement 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.
23. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. 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 make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. 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 completion of the Project;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. 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

Grant payment and repayment

25. 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 explained in *Receiving a 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.
26. 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
27. 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.

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 15, 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 if that share is more than the amount we would otherwise be entitled to under paragraph 27

General terms

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 can be delivered or sent by any effective means.
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.

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26 January 2016

Our ref: HG-13-12682

Bruce Hall
Head of Development
The Landmark Trust
Shottesbrook Park, Broadmoor Lane
White Waltham
Maidenhead
Berkshire
SL6 3SW

Dear Bruce

Rescuing Llwyn Celyn

I have reviewed the letter from Curry & Co solicitors dated 20 January 2016 setting out the issues relating to legal covenants on the Threshing Barn and Granary building at Llwyn Celyn.

At present, the Approved Purposes of the Project include the adaptation of the Threshing Barn for use as a large, multi-function community space with the attached Granary offering self-contained bunkhouse facilities sleeping up to 12. The Landmark Trust is requesting that we agree to vary the Approved Purposes so that they are as originally agreed save that the Threshing Barn is to be adapted for use as a large, multi-function community space with, *if the restrictive covenants contained in a transfer made between Trevor Powell and Lyndon Powell (1) and The Landmark Trustee Company Limited (2) dated 13 June 2012 can be modified to allow it, the attached Granary offering self-contained bunkhouse facilities sleeping up to 12.*

If the Granary is not able to be used as a bunk-house in future, my understanding is that it will still be restored and used for the wider purposes of the Llwyn Celyn site. On that basis, I consider this to be a very minor amendment to the Approved Purposes and one which is acceptable to the Heritage Lottery Fund

Yours sincerely
Anne Jenkins

Anne Jenkins
Deputy Director of Operations
Direct Line 020 7591 6212
Email annej@hlf.org.uk

2.1 Initial letter to Grantee's Solicitors - 1st charge

 Awarding funds from
The National Lottery*

