



Registration of a Charge

Company name: **METHODIST HOMES**

Company number: **04043124**



X83H3TJL

Received for Electronic Filing: **15/04/2019**

Details of Charge

Date of creation: **15/04/2019**

Charge code: **0404 3124 0076**

Persons entitled: **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND**

Brief description: **LAND AT HALL GRANGE, SHIRLEY CHURCH ROAD, CROYDON, CR9 5AL
AS SHOWN EDGED RED ON THE PLAN TO THE CHARGE**

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **CHLOE BUXTON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4043124

Charge code: 0404 3124 0076

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2019 and created by METHODIST HOMES was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2019 .

Given at Companies House, Cardiff on 16th April 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATED 15th April 2019

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

- and -

METHODIST HOMES

LEGAL CHARGE

relating to LAND AT HALL GRANGE, SHIRLEY CHURCH ROAD, CROYDON, CR9 5AL

THIS DEED is made on 15th April 2019
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) **METHODIST HOMES** registered company number: **04043124** whose registered office is at Epworth House, Stuart Street, Derby, Derbyshire, DE1 2EQ, a charity with registered charity number: **1083995**, ("**the Chargor**").

1. Definitions

"Grant Contract"	the agreement dated 30 th November 2017 (copy grant notification letter attached) made between the Chargor and NHMF as the same may be amended, supplemented, restated or novated from time to time;
"Property"	the freehold as shown edged red on the plan annexed hereto and comprising land at Hall Grange, Shirley Church Road, Croydon, CR9 5AL being part of the land registered under title numbers: SGL627017 and SY154165;
"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 full 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 of Title to the Property the following restriction:
- 3.1.2 "No disposition of the part of the registered estate as shown edged red on the plan annexed to a charge dated 15th April 2019 and made between (1) The Trustees of the National Heritage Memorial Fund and (2) Methodist Homes 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 15th April 2019 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**
- 4.1 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 may be 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

- 11.3 The directors of the Chargor, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the Charities Act 2011.

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 Chargor.

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 has executed this instrument as a deed on the date first before written

For a Chargor that is a charity company ltd by gtee

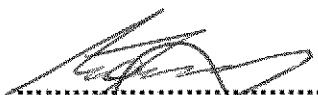
THE COMMON SEAL of)
Methodist Homes was)
affixed to this Deed in the)
presence of: -

MARK TERRY

[PRINT NAME]

MANDY NOTTAM

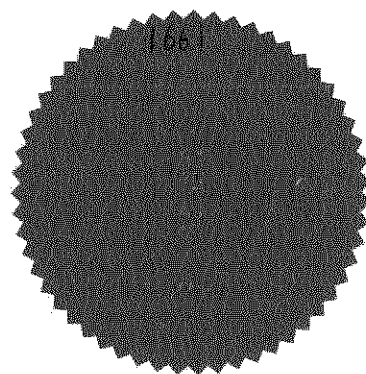
[PRINT NAME]



Authorised Signatory



Authorised Signatory



7 Holbein Place
London SW1W 8NR

Telephone
020 7591 6000
Facsimile
020 7591 6001

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



30 November 2017

Our Ref: HG-14-03902

Darren Worthy
Trusts Fundraising Manager
Methodist Homes
Epworth House
3 Stuart Street
Derby
DE1 2EQ

Dear Darren —

Reclaiming, conserving and making accessible an SMINC of historic horticultural interest in Shirley, Greater London

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 £644,700, six hundred and forty four thousand, seven hundred pounds (62% of the total eligible project cost of £1,037,538) towards a project to conserve, restore and open up the Wilderness, making it accessible and engaging for both the care home residents and the wider local community.

More specifically, we will monitor your progress against the following:

Approved Purposes

- Recruiting a Head Gardener (1 FTE, 3 years) and Volunteer and Community Activity Coordinator (0.5 FTE, 3 years).
- Restoring the Wilderness garden, including: controlling invasive species, notably overgrown rhododendron ponticum, and tree works; restoring key areas (i.e. sphagnum bog, woodland glades, heathland area, acid grassland, azalea hedging, rockery, and bamboo walk); reintroducing orchard of apple trees and informal grass footpaths, and introducing experimental planting following Wilks' methods. Decorative planting in Wilks' style also recreated on the road edge and around the hall.
- Restoring biodiversity through: installing insect, bird, bat, and hedgehog houses, a hibernacula for reptiles, and habitats suitable for badgers; planting fruit trees; and creating log piles.
- Introducing an all-weather Equality Act compliant circular path and purchasing a mobility buggy, as well as new seating and a parkland rail to separate the care home and site when required.
- Creating new separate and secure side access entrance for non-residents, with external way-finding and signage. Open to residents and their friends and families all year around, the site will be accessible to the public from March to October on weekends, bank holidays and during school holidays, and by appointment only during winter.

- Constructing a series of wooden buildings, including: Volunteer Centre, also to be used as an education room for 30 students, with refreshment and additional toilet facilities, including two accessible toilets; Outdoor Classroom; Head Gardener's Office; and Tool Store.
- Providing a range of bespoke interpretation including: mounted graphic display in Hall Grange's foyer and introductory panels at side entrance; trails of oversized 'plant-tags', book-style interactives, and flip-top posts; motion webcams capturing wildlife, and audio benches/posts; and photo-album exploring historic and contemporary photos of the site.
- Formal learning: onsite workshops for KS1&2 school children including foraging trails, fact/trail sheets, and costumed storytelling; and teaching resources and outreach learning boxes to be used pre/post onsite sessions, augmented by footage from webcams.
- Informal learning: hands-on wildlife conservation sessions and workshops; evening bat walks; bushcraft sessions for young people; guided walks and family trails/activity sheets; 3 public open-days p/a, as well as large scale events. Various activities to encourage intergenerational engagement between residents and the community, including 'Picnics in the Wilderness'.
- 'Wilderness Roadshow' pop-up exhibition to be displayed at minimum 7 events p/a, including local groups and schools, public spaces (e.g. museums/libraries, Jobcentres and train stations), and larger events, such as the RHS Wisley Flower Show. An intergenerational oral history project will record memories of local residents.
- A programme of 'Green Care' activities, including: potting of sensory/fragrant plants, collaging harvested items, summer dance and movement classes, planting hanging baskets, basic gardening skills, and bird feeding.
- Marketing the Wilderness, including through social media, and developing a new platform on MHA's existing website.
- Recruiting c.90 volunteers, targeting local community members through job and volunteer centres, who are unemployed and have difficulty finding employment, to provide them with practical skills through training. Tasks will include maintenance and practical restoration/conservation in the garden and at Wilks' gravesite, alongside delivering outreach, activities, events and collecting oral histories. Specialist training will also be provided in 'Green Care' volunteer roles, as well as 'Dementia Friendly' training enabling some to become 'Dementia Champions'.
- Ongoing project evaluation, to be shared widely, and acknowledging National Lottery support.

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 '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 '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.

Please read the '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.

Part 2 – The legal section

Grantee name and address: METHODIST HOMES charity number 1083995 and company number 04043124, of

Epworth House
Stuart Street
Derby
Derbyshire
DE1 2EQ.

Project Reference Number: HG-14-03902

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 March 2021.**

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will be from the Permission to start date until 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 8 Sep 2017.
3. All documents and correspondence submitted by you in support of your application.

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

You should read the following related documents:

- 'Receiving a grant' setting out our monitoring requirements – [either in hard copy with this letter, sent via email or available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>]
- 'Standard Terms of Grant' - [either in hard copy with this letter, sent via email or available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>]

Available online:

- 'How to acknowledge your grant' guidance <https://www.hlf.org.uk/running-your-project/acknowledging-your-grant/where-use-logo>
- 'Photography of HLF-funded projects: A guide for grantees' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Promoting Your Project' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Template press release' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>

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.

Please note that your *Permission to start* form will be released to your online account within 3 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.

Rebecca Jenkins
Grants Officer
Direct Line: 020 7591 6084
Email: Rebecca.Jenkins@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 you will receive 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 'How to acknowledge your grant' guidance which explains how to do this.


Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share

learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

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

Please contact your case grant officer Rebecca Jenkins if you have any queries arising from this letter.

Best wishes


Stuart Hobley
Head of Heritage Lottery Fund, London

Enc

Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Purchase price of items or property	N/A	0	0	0
Repair and conservation work	Work to various woodland bog acid grassland areas invasive species management, bird and bats boxes, fencing, seating			
New building work	Timber garden workshop, outdoor classroom, tool shed, Head Gardener's office, side access			
Other capital work	Interpretation capital costs inc wildlife video feed and internet to make accessible for all, tablets, audio benches, signage, outdoor/indoor panels			
Professional fees relating to any of the above (capital)	Eco survey (£3,350), landscape architects (£48,456), QS costs (£8k), historical research & curatorial consultancy (£5k), CDM coordinator (£1,250), interpretation design and project management (£31,608)			
Total Costs				

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Head Gardener (£30k p/a) and Volunteer and Community Activities Coordinator (£17k p/a) inc on-costs			
Training for staff	Joint training on social			

Cost Heading	Description	Cost £	Vat £	Total £
	media, oral history, natural heritage skills/management, tree management, garden management and maintenance			
Training for volunteers	H&S, social media, oral history, natural heritage skills/management, tree management, garden management and maintenance			
Travel for staff	Travel expenses for staff			
Travel and expenses for volunteers	£5 per day 1740 volunteer days over project			
Other costs (activity)	school visits, outdoor classroom materials, partnerships with LWT, guided tour developments, community events, volunteer development, roadshow exhibition, oral history project			
Equipment and materials (activity)	PPE kits, gardening equipment for vols and schools and participants			
Professional fees relating to any of the above (activity)	Included above			
Total Costs				

Other costs

Cost Heading	Description	Cost £	Vat £	Total £
Recruitment	Job ads for paid posts and consultants			
Publicity and promotion	Marketing, print and design, web development, outreach, PR, social media.			
Evaluation	External evaluation consultant			
Contingency	Contingency @ 10% for repair, conservation and new building work, Professional			

Cost Heading	Description	Cost £	Vat £	Total £
Inflation				
Increased management and maintenance costs (maximum five years)				
Non cash contributions				
Volunteer time				
Total Costs				

b) Delivery Phase income

Delivery income

Income Heading	Description	Secured	Total (£)
Own reserves			
Increased management and maintenance Costs (maximum five years)			
Non cash contributions			
Volunteer time			
HLF Grant			
Total Income			

Appendix 2 – Additional Grant Conditions

For the purposes of these Additional grant conditions, “the Property” means Hall Grange Methodist Home, Hall Grange Shirley Church Road Croydon Surrey CR9 5AL” and the following definitions apply in addition to those in the Standard terms of grant:

Letting clause

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 and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

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".

(d) 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.

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

(f) You must provide us with such evidence as we reasonably require to show that the registrations and priority set out in this Additional grant condition have been effected.

(g) 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.
7. You acknowledge that the grant comes from public funds and you 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 you will repay the entire grant immediately.

Project development

8. 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

9. 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.



10. 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.

11. 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.
12. 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.
13. 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

14. 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.
15. 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

16. 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.

17. 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.
18. 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.
19. You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
20. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
21. 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

22. We may make the purpose and amount of the Grant public in whatever way we think fit.
23. 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.
24. 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

25. 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

26. 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.
27. 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.
28. 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.
29. 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.
30. 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

31. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
32. 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.
33. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
34. 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.
35. 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.
36. 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.
37. 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.
38. These terms of grant will last for the period set out in the Grant Notification Letter.
39. These terms of grant cannot be enforced by anybody other than you or us.



