

MR01

Particulars of a charge

310911/13

Oyez

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 there
instrument Use form MR08

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

☐ You must enclose a certified copy of the instrument with this form. This will
be scanned and placed on the public record

COMPANIES HOUSE



R2AW1VN4

RCS

19/06/2013

A2AJDKA

A15

14/06/2013

#102

COMPANIES HOUSE

1 Company details

Company number 0 8 3 6 2 5 9 8

Company name in full The Royal Institution of Cornwall

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 12 06 2013

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

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Royal Cornwall Museum 25 River Street Truro
Cornwall TR1 2SJ

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

MR01


Particulars of a charge

8

Trustee statement

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

☐

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

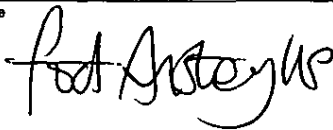
9

Signature

Please sign the form here

Signature




Signature

×  ×

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

MR01

Particulars of a charge

	Presenter information
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	Karenza Frear
Company name	Foot Anstey LLP
Address	
The Quad	
Blackbrook Park Avenue	
Blackbrook Business Park	
Post town	Taunton
County/Region	
Postcode	T A 1 2 P X
Country	
DX	DX 97177 Taunton Blackbrook
Telephone	+44 (0)1823 625600
	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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> 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	

PROFORMA

Company Number 08362598
Company Name THE ROYAL INSTITUTION OF CORN-JALL
Contact Name/Organisation KARENZA FREAR / FOOT ANSTREY LLP
Address THE QUAD
BLACKBROOK PARK AVENUE
BLACKBROOK BUSINESS PARK
TALUNTON TA1 2PG
TEL: 01823 625 688

The following details will need to be added to, amended or deleted from the
Form ~~MR01/LLMR01/MR08/LLMR08~~

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- ☒ Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- The following details will need to be added to, amended or deleted from
the Form MR02/LLMR02/MR09/LLMR09

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

SECTION 5 OF THE MRO1 SHOULD HAVE BEEN TICKED 'NO'
RATHER THAN 'YES'



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8362598

Charge code. 0836 2598 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th June 2013 and created by THE ROYAL INSTITUTION OF CORNWALL was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th June 2013

DX

Given at Companies House, Cardiff on 20th June 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 15th June date 2013

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

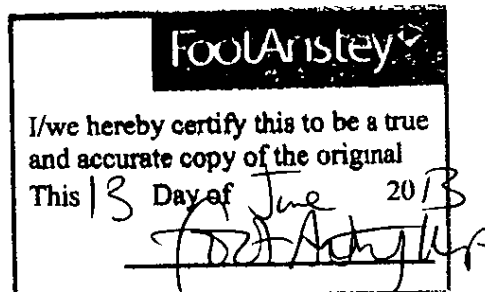
- and -

THE ROYAL INSTITUTION OF CORNWALL

LEGAL CHARGE

relating to Royal Cornwall Museum River Street

Truro Cornwall TR1 2SJ



THIS DEED is made on

Pls 12 June + date

2013

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 ROYAL INSTITUTION OF CORNWALL** whose registered office is at Royal Cornwall Museum, River Street, Truro, Cornwall TR1 2SJ (registered company number 08362598 and registered charity number *1156749* ("the Chorgor"))

1. Definitions

- "Grant Contract" a declaration signed on behalf of the Trustees of the Royal Institution of Cornwall dated 14 May 2011, a grant notification letter dated 22 September 2011 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 and as particularly novated by a novation agreement dated *12 June 2013* between NHMF, the Trustees of the Royal Institution of Cornwall and the Chorgor
- "Free Reserves" the amount from time to time comprising the unrestricted net assets of the Chorgor excluding the real property, designated fund net assets, pension assets and museum collections and artefacts of the said charity
- "Property" the freehold property known as Royal Cornwall Museum River Street Truro TR1 2SJ registered at the Land Registry under title number CL286816, and
- "Secured Obligations" all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chorgor to NHMF from time to time including, without limitation, under the Grant Contract

2. Charge

The Chorgor 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 for a term of 25 years from 6th January 2012

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 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"

- 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 and any breach of those provisions on the part of the Chargor 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. 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

7. Liability of the Chargor

- 7 1 No liability is to attach to any person comprising the Chargor in respect of any breach of the Chargor's obligations under this deed which occurs at any time after that person has ceased to be a charity trustee of the Chargor

- ## 8 Charities Act 2011

- 8 1 The Property is held by the Chargor, 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
- 8 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)
- 8 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 said Act
- 8 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 Chargor

IN WITNESS whereof the parties hereto have executed this instrument as a deed on the
date first before written

X Sam Abramson
Trustee

X Adrian
Trustee

Director
print name) SCOTT BISHOP

Director
print name) MARK H CHANTON

South West
Third Floor
Balliol House
Southernhay Gardens
Exeter EX1 1NP

Telephone
01392 223950
Facsimile
01392 223951

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



22 Sep 2011

Our Ref HG-10-00422

Georgia Butters
Head of Development and Communications
Royal Cornwall Museum
River Street
Truro
Cornwall
TR1 2SJ

Dear Ms Butters,

Ancient Civilisations - New Audiences

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 £233,000 00, two hundred and thirty three thousand pounds (72% of the total eligible project cost of £323,744 00) towards a project that will create a new gallery with associated interpretation and learning opportunities. More specifically, we will monitor your progress against the following:

Approved Purposes

- To create a new gallery
- To complete a programme of conservation work
- To complete a programme of conservation work
- To create new permanent displays and interpretation
- To deliver a schools education programme and resources
- To deliver other educational offers to the public
- To recruit, train and support volunteers

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

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

Part 3 advises you on the next steps.

Part 1 – How we will work with you

Delivering your project

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

Keeping in touch

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

Please read the attached 'Managing your grant' guidance. This requires you to

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

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account** (https://forms.hlf.org.uk/officeforms/HLF_Projects_ofm1), in the same way that you supplied your application form.

Part 2 – The legal section

Grantee: the trustees for the time being of The Royal Institution of Cornwall of Royal Cornwall Museum River Street Truro Cornwall TR1 2SJ (registered charity no 221958)

Address: Royal Cornwall Museum
River Street
Truro
Cornwall
TR1 2SJ

Project Reference Number: HG-10-00422

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 'Managing your grant'

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the Project
See Appendix 2

Grant expiry date

You must complete the approved purposes by **31 May 2013**.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last for 25 years from the date of this letter

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

- 1 This letter
- 2 Your application dated 31 May 2011
- 3 Documents 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 12 months of the date of this letter

Part 3 – Next steps

The following documents accompany this letter

- 'Managing your grant' setting out our monitoring requirements
- EU Procurement Regulations guidance
- 'How to acknowledge your grant' guidance
- Introduction Announcing your grant to media
- Picture this – tips on taking photos
- Template photo call notice

Permission to start

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

Julie Cooper will look forward to receiving your Permission to start form within 20 working days from the date of this letter or as soon as possible thereafter. However, if you have any difficulties in meeting this deadline, please let her know

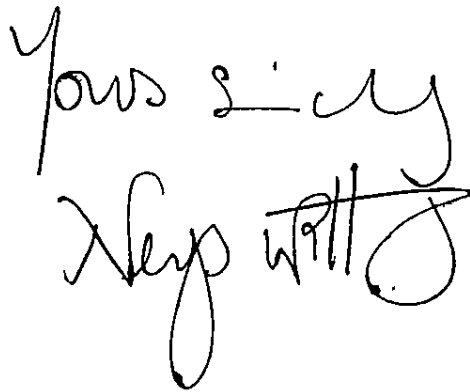
Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within 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 enclosed '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 Julie Cooper if you have any queries arising from this letter.

A handwritten signature in black ink, reading "Yours sincerely Nerys Watts". The signature is written in a cursive style with a large 'Y' and a stylized 'N'.

Nerys Watts
Head of HLF South West

Enc

Appendix 1

a) Delivery costs

Further development costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Total Costs		0	0	0		0

Capital work costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Other physical work	Case manufacture, environmental upgrades, physical work to gallery, lighting and installation	221,939	11,096	6,350	3	239,385
Equipment & materials	Materials for mount making and object preparation	4,800	240	0	0	5,040
Professional fees relating to the above	Buildings surveyor supervision of physical works and Health and Safety Supervision of physical works We can reclaim 75% of VAT so only non-reclaimable is shown	1,900	95	0	0	1,995
Total Costs		228,639	11,431	6,350	3	246,420

Activity costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Training for volunteers	Printing resources and delivering training	100	0	0	0	100
Travel for staff	Travel Expenses	1,000	0	0	0	1,000
Travel for volunteers	Travel Expenses	2,000	0	0	0	2,000
Equipment & materials	Manufacture and installation of 13 interactives, materials for families	31,354	1,568	0	0	32,922
Producing materials	Interpretation and graphics design and production We can reclaim 75% of VAT so only non-reclaimable is shown	8,090	404	0	0	8,494
Producing materials	Educational resources for schools	3,500	175	0	0	3,675
Producing materials	Educational resources for families (guide and activity leaflet) We can reclaim 75% of VAT so only non-reclaimable is shown	1,500	75	0	0	1,575
Producing materials	Production of visitors guide We can reclaim 75% of VAT so only non-reclaimable is shown	1,000	50	0	0	1,050
Other	Snagging/Gallery Wear and tear post installation	2,000	100	0	0	2,100
Total Costs		50,544	2,372	0	0	52,916

Additional project costs

Cost Heading	Description	Cost	Vat	Contingency		Total
		£	£	£	%	£
Recruitment	Volunteer recruitment - advertising and inductions We can reclaim 75% of VAT so only non-reclaimable is shown	300	15	0	0	315
Publicity and promotion	Public launch of the gallery and	2,850	143	0	0	2,993

Cost Heading	Description	Cost £	Vat £	Contingency £ %		Total £
	associated promotion					
Evaluation	Promotion of focus group session and hospitality	100	0	0	0	100
Volunteer time		21,000	0	0	0	21,000
Total Costs		24,250	158	0	0	24,408

b) Partnership funding towards delivery costs

Income Heading	Description	Secured	Total (£)
Cash	Renaissance in the REgions	Yes	55,000
Cash	Foundation for Sport and the Arts	Yes	10,000
Cash	RIC Unrestricted funds	Yes	4,744
Non-cash contributions		No	0
Volunteer time		No	21,000
HLF Grant			233,000
Total Income			323,744

Appendix 2

SCHEDULE

1. 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.

2. Letting clause (general)

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

Terms of Grant

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

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

Declaration

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

I have read, understand and accept the notes (including the standard terms of the grant) that came with this application form. I understand and agree to you using and publishing the information in this application. I agree that you can check the information in it and any supporting documents with other people and organisations.

The project, and my organisation's role in it, falls within my organisation's powers and purposes.

My organisation has the power to accept a grant, under your terms, and the power to pay back the grant if the terms are not being met.

I understand that any misleading statements (whether deliberate or accidental) I give at any point during the application process, or any information I knowingly withhold, could mean my organisation's application is not valid, in which case you will cancel the grant and claim back the money we have received, stop assessing and return the application, or withdraw any grant you offered my organisation.

The project has not yet started and will not do so until my organisation receives permission from you.

I accept that you may make the information contained in this form available to members of the public who ask to see it under the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland. I understand that you will treat this information in line with the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland, and that, unless I have said otherwise, you will make sections 2 and 3 of this form available to the public if you are asked to (this does not include any supporting documents). I understand that you will take account of any objection we make to you releasing the information contained in sections 2 and 3 or elsewhere in the form. I accept that you have responsibilities under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland (which may mean you have a duty to make the information available even if I have objected to this) and I agree that you will not be held responsible for any loss or damage we may suffer as a result of you meeting those responsibilities in line with the law. I agree that any personal data supplied on this form (or otherwise) by my organisation will be used in accordance with the Data Protection Act 1998, and the Data Protection statement in the Introduction and Help Notes.

I am authorised to put forward this application on behalf of my organisation and to sign this declaration.

On behalf of my organisation, I agree that if we receive any grant from you for our project, we will keep to the standard terms of grant and any further terms and conditions set out in the grant notification letter. The only exception to this will be if you decide to draft a contract specifically adapted for our project, in which case you will tell us about this in the grant notification letter. We (Heritage Lottery Fund) will take your signature (or signatures) on this form as confirmation that you: Have understood we have legal responsibilities under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland.

Accept that we will not be responsible for any loss or damage you suffer as a result of us meeting these legal responsibilities

Declaration

Freedom of Information

We have a duty to keep to the Freedom of Information Act 2000 and the Freedom of Information (Scotland) Act 2002 in Scotland. When you sign the declaration at the end of the application form, you are confirming that you have no objection to us releasing sections 2 to 4 of this form to anyone who asks to see them (this does not include any supporting documents). If there is any information in sections 2 to 4 of the form that you don't want made publicly available, please say this in the space provided and explain your reasons. We will take these into account when we respond to any request for access to those sections. Otherwise, we will release sections 2 to 4 to the public if asked. 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, Data Protection Act 1998 and the Freedom of Information (Scotland) Act 2002 in Scotland. In those cases, we will always consult you first.

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

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

Signature



Name (please print)

PETER STETHRIDGE

Job Title

CHAIRMAN OF BOARD OF TRUSTEES

Name of Organisation:

R.I.C.

Date

14th May 2011

Heritage Grants

Standard terms of grant



Definitions

- **'we', 'us', 'our'** – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund)
- **'you', 'your'** – the organisation(s) awarded the Grant as set out in the Grant Notification Letter
- **Application** – any documents or information you send us to support your request for a grant, or submit to us from your Development Work
- **Approved Purposes** – the purposes for which you applied for a grant and how you intend to carry out those purposes as set out in your Application, but taking account of any changes we and you agree in writing, or that are required by us at any time before we release any of the Grant. These purposes include you getting and using partnership funding as set out in your Application
- **Approved Usage** – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant)
- **Development Work** – the production of documents, designs and plans, the provision of information, and the taking of other preliminary steps in the development of the Project between the first and second rounds
- **First-Round Pass Letter** - our letter confirming that you can proceed to the second round and identifying any Development Work required to enable you to submit a second-round application for a grant from us to support your Project
- **Grant** – the amount set out in the Grant Notification Letter
- **Grant Expiry Date** – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter
- **Grant Notification Letter** – our letter confirming our Grant award to you
- **'Managing your grant'** – the documents we publish to guide you and regulate the conduct of the Approved Purposes, insurance, publicity, how we pay the Grant, how we recover the Grant, Project monitoring and changes to the Grant
- **Project** – the project referred to in your Application that consists of, or includes, the Approved Purposes
- **Property** – any property that you buy, receive or restore, or property that is otherwise funded by the Grant including intellectual property rights and any documents that you produce or order as part of the Approved Purposes

- 1 You must use the Grant only for the Approved Purposes, unless you get our approval beforehand
- 2 You must achieve the Approved Purposes by the Grant Expiry Date
- 3 You must use the Property, or allow it to be used, only for the Approved Usage
- 4 As well as these terms of grant, you must follow the conditions (if any) set out in the Grant Notification Letter and meet the conditions and requirements set out in 'Managing your grant'
- 5 You must carry out the Approved Purposes in line with current best practice and to a standard that is appropriate to a project of importance to the national heritage
- 6 You must not start work to achieve the Approved Purposes without our approval beforehand.
- 7 You must send us, in line with our instructions, the information we ask for in 'Managing your grant'
- 8 You must give us any financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage
- 9 You must allow us (or anyone we authorise) to have any access we may need to
 - a inspect the Property and any work to it,
 - b monitor the conduct and progress of the Approved Purposes, and
 - c monitor the Approved Usage
- 10 If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us
- 11 You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage
- 12 Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with contractors and professional advisers to allow you to finish that phase of the work. Each contract must be on terms that an employer with appropriate experience would enter into with contractors and professional advisers to provide similar work or services for projects of the same size, value, complexity and importance as the Approved Purposes. Building contracts must contain a clause which allows you to withhold part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand
- 13 If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in 'Managing your grant'

- 14 You must continue to own the Property and keep exclusive control over what happens to it. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements:
 - a That you pay us a share of the net proceeds of selling or letting the Property (we will work out the share in line with the guidelines set out in 'Managing your grant')
 - b That you sell or let the Property at its full market value
 - c Any other conditions we think fit
- 15 You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after it has been created, repaired or restored. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation management plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.
- 16 You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) 'Managing your grant'.
- 17 You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
- 18 You must tell us, in writing, within five working days about any significant loss or damage to the Property.
- 19 You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.
- 20 Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
- 21 Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in 'Managing your grant' and our 'How to acknowledge your Grant' booklet. You must fulfil the minimum requirements as set out for the kind of project you are running. You must also provide us with photographs or transparencies or high resolution digital images in electronic format of your Project and meet any other acknowledgements or publicity requirements we may tell you about from time to time.
- 22 You give us the right to use the photographs, transparencies or digital images you send us. You must get any permission you need for you and us to use the photographs, transparencies or digital images before you send them to us or before you use them.
- 23 We may make the purpose and amount of the Grant public in whatever way we think fit.
- 24 We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures and terms set out in 'Managing your grant' as long as

- a the National Lottery continues to operate under the National Lottery etc Act 1993 (as amended from time to time), and enough funds are made available to us under the Act, and
 - b we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes
- 25 You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason
- 26 You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if
 - a you no longer operate, or you are declared bankrupt or placed into receivership or liquidation,
 - b you have, in our opinion, given us fraudulent, incorrect or misleading information,
 - c you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage,
 - d any competent authority directs the repayment of the Grant,
 - e There is a significant change in your status,
 - f You knowingly withhold information that is relevant to the content of your Application, or
 - g You fail to keep to any of these terms of grant
- 27 We may decide not to ask you to repay the Grant (or any part of it as we think fit) for the reasons set out in 'Managing your grant' but it is for us to decide whether one of those reasons applies, or not
- 28 If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes
- 29 If you sell or otherwise part with all or part of the Property without our permission under paragraph 14, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds (we will work out the share in line with the guidelines in 'Managing your grant') if that share is more than the amount we would otherwise be entitled to under paragraph 26
- 30 You may not, and must not claim to, transfer the Grant or any rights under these terms of grant

- 31 You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them
- 32 If there is more than one of you, any liability under these terms of grant will apply to you all together and separately
- 33 We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant
- 34 If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing
- 35 Any notice, request or other document we or you send to each other under these terms of grant must be delivered or sent by post to the addresses in the Grant Notification Letter, or to any other addresses we may specify
- 36 Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose
- 37 These terms of grant will last for the period set out in the Grant Notification Letter
- 38 These terms of grant cannot be enforced by anybody other than you or us
- 39 The First-Round Pass Letter might offer to provide you with funding for Development Work. If it does this, then the numbered terms of grant set out above will also apply to that funding but with the following changes
- a When they refer to "Approved Purposes" this means your Development Work
 - b When they refer to "Approved Usage" this means you using the product of the Development work to further the Project
 - c When they refer to a "Grant Expiry Date" this is the date set out in the First-Round Pass Letter by which you must complete the Development Work
 - d When they refer to "Grant" this means the amount of funding for the Development Work set out in the First-Round Pass Letter
 - e When paragraphs 4, 35 and 37 refer to the "Grant Notification Letter" this means the First-Round Pass Letter
 - f Paragraphs 9(a), 9(c), 15, 16 and 17 will not apply