

**TAVISTOCK TOWN COUNCIL
SPECIAL MEETING - 23rd APRIL, 2018
GUILDHALL GATEWAY CENTRE**

1. PURPOSE OF REPORT

To provide opportunity for Council to:-

- a) Review the progress made by Tavistock Heritage Trust (THT), and the Town Council respectively, against the "tests and targets" set for both organisations at the Council Meeting on 25th July, 2017 and subsequently reviewed on 13th February, 2018 (Minute No 298 refers); and
- b) Subject to the satisfactory outcome of item (a) above review the progress made in connection with the proposed Lease and Service Level¹ (funding) Agreement between Tavistock Town Council and Tavistock Heritage Trust in connection with the Guildhall Gateway Centre proposals and (if acceptable to Council) adopt and endorse same as a basis for the operation of the Guildhall Gateway Centre as between the partnership and Council; and
- c) Consider the Letter of Offer and the Permission to Start Form provided by Heritage Lottery Fund in connection with the Project and (subject to the acceptability of the terms) confirm and endorse that the Council accepts the offer as made.

2. CORPORATE POLICY CONSIDERATIONS

The acquisition and subsequent development of the Guildhall Complex to provide, inter-alia, a World Heritage Site Visitor Centre, operating base for Council Services and Community Access Point reflects a previous strategic decision of the Council which provides the context for this Report.

The Project accords with the four organisational priorities referenced in the Tavistock Town Council Strategic Plan 2017-2021 (Democracy, Community, Economy and Environment). It is also specifically addressed in Priority Ec3 Gateway Centre – "the Council will support the delivery of a Guildhall WHS Gateway Centre and associated uses as a basis for the sustainable public use of this historic complex and development toward Tavistock becoming a WHS "Key Centre".

3. LEGAL AND RISK MANAGEMENT ISSUES

These remain largely consistent with those set out in previous reports to Council. At the strategic level they broadly constitute:-

¹ SLA

- a) Affordability to the Council – both as Landowner and Accountable Body. This includes elements such as the cost of Capital Works, ongoing revenue costs and the potential cost of providing support to a newly constituted delivery partner over the contract term with Heritage Lottery Fund (20 years);
- b) That the emerging Tavistock Heritage Trust is unable to secure and effectively deploy sufficient resources and/or capacity to deliver its commitments to the Gateway Centre Project.

The profile of the Project altered during the development stage with accompanying changes in (increased) risks/obligations attaching to the Council, most especially as funder of last resort. The Council is under a continuing obligation to secure economy, efficiency and effectiveness in the use of resources. Associated legal and risk management issues include, but are not limited to, procurement, health and safety, legal/contractual obligations, finance, third party risk, availability/application of suitable measures of control and assurance and project management.

The Scheme, if approved, would be progressed under the General Power of Competence. The Solicitors to the Council have been involved at key stages of the process and will report to the Meeting – a copy of their advice which is circulated on a without prejudice basis so as not to waive privilege, is circulated under confidential cover².

4. RESOURCE ISSUES

The resource issues arising from this report principally relate to:-

- a) Affordability;
- b) Funding obligations;
- c) Organisational capacity.

As set out in previous reports.

In particular attention is drawn to the substantial long term financial commitment this project represents for the Council and the attendant risks.

5. COMMUNICATIONS ISSUES

The content of this report is derived from previous decisions of the Council. There has been extensive communication over several years with Heritage Lottery Fund as the prospective grant funder, together with local organisations and stakeholders. Most notably the Tavistock Townscape Heritage Initiative Partnership and Tavistock Gateway Centre Steering Group

² Appendix 6 refers

(since re-constituted into Tavistock Heritage and then the Tavistock Heritage Trust). More recently there has been public consultation and engagement associated with the Stage 2 Bid and meetings between the Town Council, and Tavistock Heritage Trust.

6. RECOMMENDATIONS

- a) Council review past reports and the Bid and apply the following tests, ie an evidence based assessment of the likelihood attaching to each scenario, the Council appetite for risk and whether or not it is assured:
 - i. That scheme operating costs will not exceed that included in the mid-case scenario³ and same continues to be acceptable to Council;
 - ii. That THT is a strong and resilient delivery partner both now and for the future;
 - iii. That the Scheme itself is desirable and deliverable;
 - iv. That the Council will be able to sustain the increased costs and will reduce/tailor other organisational goals accordingly both now and in the future.

- b) Council consider the proposed draft Lease and Service Level (Funding) Agreement between Tavistock Heritage Trust and the Town Council⁴ for the delivery of the Gateway Centre and, if acceptable, endorse and accept same as a basis for progressing the Gateway Centre Project.

- c) Council consider the Heritage Lottery Fund (National Lottery) Offer Letter and Permission to Start Form and subject to (a-b) above determine whether to make formal application for grant accordingly. (in the event it does) it confirm acceptance of the terms set out therein and more especially those as set out in para's 4.3-4.4 of this Report.

- d) In the event that the Council comes to the view that either it, or the Trust, are unable to adequately meet the 'tests and targets' set out previously it reconsider how to proceed and whether or not to request consideration be given by HLF (if necessary and appropriate) to grant consent for delivery solely by the Council.

1) BACKGROUND

1.1 Consideration of the matter by Council has followed a lengthy development process over recent years. The detailed bid to Heritage Lottery Fund is available on the Council's website (www.tavistock.gov.uk refers) and

³ As considered by Council on 25th July, 2017

⁴ Note these are in draft and the SLA in particular will need to be worked into legal form.

the Council will be aware of a number of reports in connection with same. In particular attention is drawn to that submitted to the Council on 25th July, 2017 and by the Budget and Policy Committee on 30th January, 2018 and accompanying Minutes (also available on the website). This report is being circulated as a 'to follow' item in view of the need to marry its content/circulation with the meeting of the Trust on 19th April.

1.2 These documents set out both the basis upon which application was made to Heritage Lottery Fund and the accompanying measures of assurance established by the Council in connection with same.

1.3 The following report should be read in conjunction with the Bid and the Reports and accompanying Minutes identified in Para 1.1 above.

2) CURRENT POSITION – TESTS AND TARGETS

2.1 Council will recall that, at the Meeting of the Budget and Policy Committee held on 30th January, 2018 and the subsequent Meeting of Council, consideration was given to the progress which had been made by Tavistock Heritage Trust against the "Tests and Targets" previously set by the Council to assess the level of assurance in relation to the operation of the Guildhall Gateway Centre Partnership.

2.2 The conclusion reached (Minute No 279 (b) refers) was that at that time it was "premature to seek to apply the Tests and Targets to ... Tavistock Heritage Trust ... pending clarity from Heritage Lottery Fund (in the event an award was made) of any conditions which might be applied".

2.3 Appended to this report are copies of the HLF offer letter (Appendix 1) and permission to start form (Appendix 2) which set out the terms on which the offer of funding has been made. It is now appropriate and necessary to revisit those assurance measures before a final decision is made.

2.4 To assist a copy of the Report of 30th January, 2018 is enclosed (Appendix 3 refers). Representatives of Tavistock Heritage Trust recently advised (on 11th April) that the progress of the Trust, against the tests and targets in that report, remains broadly unchanged which is a potential matter for concern - most especially the failure to demonstrate significant capacity to raise funds.

2.5 Looking to the measures set for both Trust and Council this Meeting represents the final opportunity to review progress and identify whether or not, in relation to each organisation, sufficient progress has been made to provide a satisfactory level of assurance in accordance with the decision of Council in July last year.

2.6 Because of the substantial financial implications of the Scheme – both regarding cost of Capital and ongoing operating costs/ projected levels of Council subsidy the Council will, in particular, wish to also have regard to those tests it set for itself namely:- that it reassess the project on an evidence based assessment including against the following tests, namely whether the Council is assured:-

- 'That Scheme costs would not exceed that projected in the "mid-case" scenario and such was acceptable to Council;
- That Tavistock Heritage Trust represented a strong and resilient delivery partner both then and for the future;
- That the Scheme itself was affordable, desirable and deliverable;
- That Council would be able to sustain the increased costs and would reduce/tailor other organisational goals accordingly both then and in the future.'

2.7 Should the Scheme proceed it is acknowledged that an increase in annual organisational spend equivalent (subject to projected operating costs and the cost of funding) to between 10% and 20% on the Precept is likely to be necessary.

3) CURRENT POSITION – LEASE AND SERVICE LEVEL (FUNDING) AGREEMENT

3.1 Copies of the draft Lease and SLA as agreed in principle (on a without prejudice basis) by representatives of Tavistock Heritage Trust and the Town Council are appended (Appendices 4-5 refer). The negotiations on these documents have been challenging⁵ and time consuming⁶ (not least because the Trust have not engaged Solicitors). The without prejudice agreement to date reflects considerable compromises on both parts which Council will need to satisfy itself are appropriate. Consequently, and to protect the position of both Council and HLF, if the Council decides to proceed no spend will be commissioned on the project until final agreement has been reached.

⁵ During which time there have been resignations from the Trust

⁶ Note – Council authorised Councillors Ward and Smith to attend these with the Clerk. However, with the unavailability of Councillor Ward and resignation of Councillor Smith following consultation with the Chairman Councillors Johnson and Williamson were asked to assist on a temporary basis. This reflects that one is a past Mayor with longstanding knowledge of the scheme and the other the only serving Councillor who is also a Member of the Tavistock Heritage Advisory Forum.

3.2 With regard to the lease Council will be aware of the significant change in expectation which has occurred since the inception of the Project. At that time it was anticipated that the premises would be let to the Trust on a more or less normal leasehold basis (for example with the Trust having repairing obligations etc). Over time it has become evident that, as a new organisation, this is not something which would have been workable for the Trust.

3.3 Consequently many of the obligations which would normally fall to a tenant are either the responsibility of the landlord, or underwritten by the landlord with associated cost implications.

3.4 It should also be noted the draft lease as circulated will, following negotiations with THT, need to be amended to include a provision for a 'waste' clause in lieu of the 'repairing' clause and the adjustment of the 'turnover rent' provision to reflect the social/community nature of the agreement.

3.5 Sitting alongside the Lease (and constituting the overall agreement with it) is the Service Level Agreement which principally sets out the nature of the financial obligations arising as between the parties and relationship to the approved purposes. In accordance with the previous decision of Council this includes a facility whereby (after 5 years (3 years of operation) during which the Council fully underwrites the Guildhall related activities of the Trust) there is the potential to terminate the agreement if costs exceed an annual threshold. This is a material change introduced to enable the Council to manage its long term liability. However, as indicated above the initial (5 year) liability is not limited⁷. There is also the potential for the Council to terminate should the Trust not deliver the approved purposes of the grant. These, together with the other provisions, will be submitted to HLF for approval once finally agreed. Council should note the document circulated has not been legally proofed and so it is expected that its format will change appreciably should Council decide to proceed.

3.6 The term of agreement with Heritage Lottery Fund is 20 years⁸. Therefore as the accountable body which is responsible for delivery of the whole project, and as grant recipient, the Council will be liable for any obligations to Heritage Lottery Fund for that term. The Lease and SLA together seek to set out how those obligations will be met by the parties.

3.7 The views of the Councils Solicitors on the two documents will be reported at the Meeting. However, ongoing discussions have highlighted their

⁷ Note – the Trust is a charitable company limited by guarantee. Consequently (other than in circumstances of malpractice or similar) Trustees are not personally liable for the acts or debts of the Trust

⁸ From Project completion

view, inter alia, that it is important to have regard to the long term nature of the agreement, that the circumstances of the parties may change over the lease term and that, for a partnership of this type, the agreement is unusually heavily weighted in favour of THT.

4) CURRENT SITUATION – OFFER AND PERMISSION TO START

- 4.1 Copies of the HLF Offer Letter and Permission to Start Form which set out the basis on which the grant offer has been made by HLF are appended. A response is required by HLF within 28 days (ie ending on 23rd April, 2018)
- 4.2 In short the offer made is a grant of £817,800.00 toward eligible costs as set out with an estimated Council contribution of £706, 957.00 (increasing by a further £60,250.00 in the event that grants cannot be obtained from other bodies by THT or TTC). The projected scheme cost in full is £1, 645, 007.00.
- 4.3 Should the Council decide to proceed it will need to meet the various conditions of HLF including the additional grant conditions certifying in a statement:
- The decision of Council;
 - That it has used the General Power of Competence to accept the terms of grant;
 - That, notwithstanding that the local Council sector does not operate under a 'Policy Framework' as settled on principal authorities by the Local Government Act 2000, as amended, the proposal complies with the organisational Strategic Plan;
 - That Executive Arrangements do not apply to the local Council sector;
 - That the Council has considered the HLF offer and related Bid and other documents and has, throughout the Round 1 and Round 2 application processes, undertaken extensive consultation and community involvement as evidenced, inter alia, by the number of letters of support submitted by third parties in connection with the Bid.
- 4.4 In coming to its decision the Council will need to be assured, amongst others that:
- The powers upon which it relies allow it to enter into such arrangements;
 - It has followed correctly procedural requirements and acted in a reasonable and proper way;

- It has taken account of only and all relevant considerations in using those powers.

4.5 The Council will also be mindful that a decision to proceed will be accompanied by the need to raise additional monies toward the cost of works (provisionally estimated⁹ at iro £300,000) which will need to be raised from sources such as loan, precept or disposal. It will also need to raise, for the operational phase, something in the order of an estimated additional £35,000 per annum by way of subsidy for THT after 3 years of operation.

5) NEXT STEPS

5.1 The foregoing sections of this Report, appendices and associated documents referred to therein set out the broad factors for consideration by Council. More generally Council will be aware that on the one hand:-

- The provision of a Gateway Centre to the World Heritage Site represents a longstanding objective of the Council and would provide a major step toward WHS Key Centre Status for the Town. It has the potential to increase tourism, support economic regeneration and promote the locality on both a national and international stage. It also provides an opportunity to work with the Heritage community of the Town and considerable organisational/partnership effort has been applied to reach the point of a successful offer of grant from Heritage Lottery Fund. It should be recognised that if the Council were to withdraw from the Scheme it would likely risk achieving a secure future for the premises as a community asset and damage relations with HLF.

In the alternative

- The nature of the partnership with Tavistock Heritage Trust and ongoing operational cost implications for the Council have changed substantially over the 3-4 years that the Scheme has been in development with an accompanying increase in cost and risk. Development of the new Trust has been more challenging than anticipated, Trust capacity appears to be an issue and the Council will need to plan for increased spend, a reduced capacity to deliver in other areas and acknowledge, under current arrangements, its dependence on an untested third party for delivery.

5.2 In view of the scale of the project (both now and going forward) this represents the most significant decision that the Town Council will have made

⁹ Subject to financial year end

in many years. At heart it is a political decision taking into account the range of issues which have been identified over recent years, both supporting and challenging the project and with regard to the goals and objectives Council has set both for the Council and the Town.

6) CONCLUSION

6.1 In many respects the conclusions reached and reservations expressed in the report to Council of July 2017¹⁰ still substantially apply. The Council has since sought to apply an annual threshold to the subsidy it will provide to THT which goes some way to addressing the concerns regarding financial prudence and potentially open ended liabilities over the very long term. Beyond that, and the extent to which the subsequent progress of THT does/does not provide assurance, it remains necessarily and appropriately, the role of Members, having weighed the evidence – the public cost and benefit, now and for the future to determine how to proceed.

6.2 Options available to the Council may broadly be classified as:-

- i) To accept the offer as made and proceed accordingly;
- ii) To decline the offer and explain the reasons to HLF¹¹;
- iii) To request HLF consider, if the evidence indicates it is appropriate¹², sole delivery by the Council or such form of different arrangement as appropriate.

6.3 Council is reminded the deadline for response by THT and Council to the HLF offer is 23rd April.

**CARL HEARN
TOWN CLERK &
RESPONSIBLE FINANCIAL OFFICER
APRIL 2018**

¹⁰ <http://tavistock.gov.uk/meetings/full-council-meeting-25th-july-2017>

¹¹ ie what has changed to impact upon the viability of the Bid since the time of submission. The potential for adverse impact on relations with HLF being acknowledged.

¹² ie what has changed to recommend a change of the proposed operating structure since the time of submission.

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Southernhay Gardens
Exeter EX1 1NP

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01392 223951

Textphone
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Website
www.hlf.org.uk



26 March 2018

Our Ref: HG-14-09582

Mr Carl Hearn, Town Clerk
Tavistock Town Council
Town Council Offices
Drake Road
Tavistock
Devon
PL19 0AU

Dear Carl,

Tavistock Guildhall Gateway Centre

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 £817,800.00, eight hundred and seventeen thousand, eight hundred pounds (50% of the total eligible project cost of £1,645,007.00) towards a three year project which will conserve Tavistock Guildhall and make it suitable for a variety of public service and community uses, as well as develop a World Heritage Site Interpretation Centre which will act as the Devon Gateway to the mining heritage area.

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

Approved Purposes

- Renovation works: Repairs to chimneys, parapets and gutters, replace roofing slates coverings on Police Station, repair Court Room slate roof coverings, flat roof works on existing extensions, masonry repairs, window repairs
- Refurbishment work: conversion of Police Station internally for public welcome area and THT volunteer space, works to Court Room for combined use as heritage interpretation, learning space and council chambers, works to lower ground cells for interpretation and displays
- New construction work: extension at rear for provision of disabled access lift and toilet facilities to Court Room
- Recruit post of Tavistock Heritage Development Officer to manage the delivery of the Guildhall Gateway Project Activity Plan, with support from a Learning and Participation consultant
- Provide interpretative themes including:
 - 1) Gateway to the WHS and Dartmoor mining landscape
 - 2) Development of Tavistock - architecture and buildings
 - 3) Policing and justice - personal stories and daily lives of the police and prisoners
- Opportunities for formal and informal learning including; volunteering opportunities; skills development; a visitor information service; guided tours; a training programme for staff and volunteers; an art competition; family activity days; talks and lectures; an

- oral history project; work experience opportunities; apprenticeships and digital, written, auditory; person-to-person and participatory interpretation
- Preservation of the courtroom in its original condition including an area designated as a Police and Magistrates' museum with displays and interpretation
- Creation of a new 'one-stop-shop' for Council services, based within the Guildhall and managed by Tavistock Town Council

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 52%. 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.

We will appoint an external monitor to carry out project management monitoring of your delivery phase on our behalf. We will let you know their name and responsibilities when they are appointed.

Please read the '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: **Tavistock Town Council**
Town Council Offices
Drake Road
Tavistock
Devon
PL19 0AU

Grantee name and address: **Tavistock Heritage Trust**
The Old Police Station
Guildhall Square
Tavistock
PL19 0AU

Project Reference Number: HG-14-09582

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 **30 June 2021**.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last from the Permission to Start Date and run for a term of 20 years after the Project Completion Date.

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

1. This letter
2. Your application dated 11th August 2017
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 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. Natalie Edwards is now on maternity leave so your Grants Officer will be:

Tom Brewer
Senior Grants Officer
Direct Line: 01392 223 966
Fax: 01392 223 951
Email: thomasb@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.

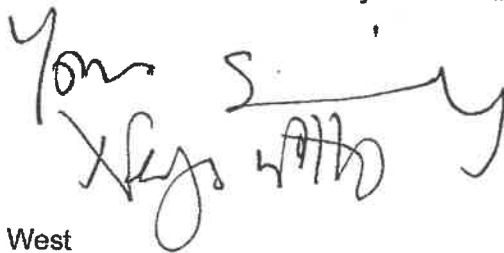
Please also contact your grant officer as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery, for example, 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 grant officer Tom Brewer if you have any queries arising from this letter.

A handwritten signature in black ink, appearing to read 'Nerys Watts', written over a faint, larger signature that looks like 'Tom Brewer'.

Nerys Watts
Head of HLF South West

Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Repair and conservation work	External fabric £222,577; internal works £256,613	496,512	0	496,512
New building work	Lift extension £49,293	49,293	0	49,293
Other capital work	External £44,765; services £323,620; prelims £100,000; access/protection £72,050	540,440	0	540,440
Other costs (capital)	n/a	0	0	0
Professional fees relating to any of the above (capital)	Design team, QS, CDM, Heritage Recording, surveys, planning/building control	129,970	0	129,970
Total Costs		1,216,215	0	1,216,215

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	THT Devt Officer and Learning & Participation Freelancer	74,652	0	74,652
Training for volunteers	Volunteer & staff training	1,500	0	1,500
Travel for staff	Outreach etc	1,000	0	1,000
Travel and expenses for volunteers	Outreach, name badges, refreshments etc	2,000	0	2,000
Other costs (activity)	Interpretation fit out	39,325	0	39,325
Equipment and materials (activity)	Learning activity materials	10,700	0	10,700
Professional fees relating to any of the above (activity)	Interpretation delivery consultant	20,665	0	20,665
Total Costs		149,842	0	149,842

Other costs

Cost Heading	Description	Cost £	Vat £	Total £
Recruitment	Staff and volunteer advertising	1,000	0	1,000

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Publicity and promotion	Marketing & website	7,250	0	7,250
Evaluation	Evaluation consultant	3,500	0	3,500
Contingency	Construction @9%, interpretation £5k, activity £5k	112,650	0	112,650
Inflation	From 3Q 2017@5%	54,300	0	54,300
Volunteer time	THT volunteers	60,250	0	60,250
Other costs	Project Delivery Coordinator	40,000	0	40,000
Total Costs		278,950	0	278,950

b) Delivery Phase income

Delivery income

Income Heading	Description	Secured	Total (£)
Local authority	Tavistock Town Council	Yes	706,957
Other fundraising	Needs to be applied for nearer to construction start date. Underwritten by TTC.	No	60,000
Volunteer time	THT Volunteers	Yes	60,250
HLF Grant			817,800
Total Income			1,645,007

Appendix 2

Additional grant conditions

**For the purposes of these Additional grant conditions, "the Property" means
Tavistock Guildhall and Police Station**

1 Local-authority Grantee

Evidence of local-authority decision-making process

- a Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the terms of grant, together with a statement containing the information set out in paragraph b below.
- b The statement must include the following information.
 - The power (statutory or otherwise) you have and which you have used to accept the terms of grant.
 - An extract of that part of your policy framework under which you have accepted the terms of grant.
 - The executive arrangements under which your decision to accept the terms of grant was made.
 - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
 - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- c Without affecting clause 31, you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.
- d We may withdraw the Grant (after considering the matters referred to in paragraphs 1a and 1b) if we are not satisfied that the terms of grant are valid and binding on you.
- e Within 21 days of sending us the document and information needed under paragraph 1a (or evidence of the confirmation of the decision in line with paragraph 1c), we may

ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:

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

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

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

g You promise that:

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

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

2 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.



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.



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Project Details

Items marked must be completed

Project Details

- 1. Approved Purposes
- 2. Agreed Costs
- 3. Partnership Funding
- 4. Timetable
- 5. Project Management
- 6. Proof of Ownership
- 7. Permissions/Licenses
- 8. Bank Details and VAT
- 9. Declaration
- Submission

Project title

Tavistock Guildhall Gateway Centre

Project reference number

HG-14-09582

Please read the Receiving a Grant guidance and grant notification letter before you fill in this form.

Do not start any work on your project until you have our permission to do so.

In this form we ask you to provide copies of documents and to set out the details of how your project will progress. When you have completed and submitted this form online please print, sign and date the declaration at the end and send a signed hard copy to your case officer.

Once we have approved all of these documents we will return it to you. You can then start work.

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Approved Purposes

Items marked must be completed

Project Details

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The Approved Purposes in the table below should match those listed within your Grant Notification Letter.

Approved Purposes

Approved Purposes

Renovation works: Repairs to chimneys, parapets and gutters, replace roofing slates coverings on Police Station, repair Court Room slate roof coverings, flat roof works on existing extensions, masonry repairs, window repairs

Refurbishment work: conversion of Police Station internally for public welcome area and THT volunteer space, works to Court Room for combined use as heritage interpretation, learning space and council chambers, works to lower ground cells for interpretation and displays

New construction work: extension at rear for provision of disabled access lift and toilet facilities to Court Room

Recruit post of Tavistock Heritage Development Officer to manage the delivery of the Guildhall Gateway Project Activity Plan, with support from a Learning and Participation consultant

Provide interpretative themes including:

- 1) Gateway to the WHS and Dartmoor mining landscape
- 2) Development of Tavistock - architecture and buildings
- 3) Policing and justice - personal stories and daily lives of the police and prisoners

Opportunities for formal and informal learning including; volunteering opportunities; skills development; a visitor information service; guided tours; a training programme for staff and volunteers; an art competition; family activity days; talks and lectures; an oral history project; work experience opportunities; apprenticeships and digital, written, auditory; person-to-person and participatory interpretation

Preservation of the courtroom in its original condition including an area designated as a Police and Magistrates' museum with displays and interpretation

Approved Purposes

Creation of a new 'one-stop-shop' for Council services, based within the Guildhall and managed by Tavistock Town Council

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Agreed Costs

Items marked must be completed

Project Details

1. Approved Purposes

2. Agreed Costs

3. Partnership Funding

4. Timetable

5. Project Management

6. Proof of Ownership

7. Permissions/Licenses

8. Bank Details and VAT

9. Declaration

Submission

Are you attaching a cost breakdown and cashflow with an indication of when you will be seeking HLF grant payment?
 Yes No

The table below sets out the costs we will monitor against. Please make sure they tally with your cost breakdown and cashflow. Please amend costs where you know they have changed.

Summary of allowances:

Total VAT allocation:

Total contingency allocation:

Cost Heading	Agreed Costs (£)	Revised costs (£)	Agreed VAT (£)	Revised VAT (£)	Proposed Costs (£)	Proposed use of Contingency	Reason for Change	Edit
New staff costs	74,652		0		74,652			Edit
Recruitment	1,000		0		1,000			Edit
Repair and conservation work	496,512		0		496,512			Edit
Publicity and promotion	7,250		0		7,250			Edit
New building work	49,293		0		49,293			Edit
Evaluation	3,500		0		3,500			Edit
Other capital work	540,440		0		540,440			Edit
Training for volunteers	1,500		0		1,500			Edit
Travel for staff	1,000		0		1,000			Edit
Contingency	112,650		0		112,650			Edit
Travel and expenses for volunteers	2,000		0		2,000			Edit
Inflation	54,300		0		54,300			Edit
Other costs (capital)	0		0		0			Edit
Volunteer time	60,250		0		60,250			Edit

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Cost Heading	Agreed Costs (£)	Revised costs (£)	Agreed VAT (£)	Revised VAT (£)	Proposed Costs (£)	Proposed use of Contingency	Reason for Change	Edit
Other costs (activity)	39,325		0		39,325			Edit
Other costs	40,000		0		40,000			Edit
Equipment and materials (activity)	10,700		0		10,700			Edit
Professional fees relating to any of the above (capital)	129,970		0		129,970			Edit
Professional fees relating to any of the above (activity)	20,665		0		20,665			Edit
Total	1,645,007		0		1,645,007	0		

Remaining Contingency

VAT excess/Savings

Payment percentage

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Partnership Funding

Items marked must be completed

Project Details

- 1. Approved Purposes
- 2. Agreed Costs
- 3. Partnership Funding
- 4. Timetable
- 5. Project Management
- 6. Proof of Ownership
- 7. Permissions/Licenses
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- Submission

Cash Contributions

Description of Funding	Amount expected(£)	We are attaching written proof of partnership funding we have already secured	Edit
Local authority	706,957	No	Edit
Other fundraising	60,000	No	Edit
Total			

Are you attaching proof of partnership funding already secured?

Yes No

If applicable, we are attaching a fund-raising plan for the (remaining) funding we need to raise.

Yes No

In-kind contributions

Description of Funding	Amount expected(£)	We are attaching written proof of in-kind contributions we have already secured	Edit
Volunteer time	60,250	No	Edit
Total			

Attach proof

4/11/2018

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A timetable or programme

Items marked must be completed

Project Details

- 1. Approved Purposes
 - 2. Agreed Costs
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 - 4. Timetable
 - 5. Project Management
 - 6. Proof of Ownership
 - 7. Permissions/Licenses
 - 8. Bank Details and VAT
 - 9. Declaration
- Submission

Are you attaching a proposed timetable or work programme with milestones that include dates for submitting payment requests and progress reports?
 Yes No

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Project management and procurement

Items marked must be completed

Project Details

- 1. Approved Purposes
 - 2. Agreed Costs
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 - 4. Timetable
 - 5. Project Management
 - 6. Proof of Ownership
 - 7. Permissions/Licenses
 - 8. Bank Details and VAT
 - 9. Declaration
- Submission

Are you attaching details of your project management structure and methods for choosing consultants, contracts and suppliers?
 Yes No

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Proof of ownership

Items marked must be completed

Project Details

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 2. Agreed Costs
 3. Partnership Funding
 4. Timetable
 5. Project Management
 6. Proof of Ownership
 7. Permissions/Licenses
 8. Bank Details and VAT
 9. Declaration
- Submission

Are you attaching appropriate proof of who owns any property that forms part of the project and information on any restrictions or other claims on it?
 Yes No N/A

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Statutory permissions and licenses

Items marked must be completed

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- 2. Agreed Costs
- 3. Partnership Funding
- 4. Timetable
- 5. Project Management
- 6. Proof of Ownership
- 7. Permissions/Licenses
- 8. Bank Details and VAT
- 9. Declaration
- Submission

Please list the statutory permissions and licences you need to complete the project. You only need to fill in the 'Anticipated date' or Date received' columns as appropriate.

Statutory Licence or Permission Type	Anticipated date this will be received	Date received (if applicable)	

Add statutory permission

Are you attaching appropriate proof of any statutory permissions and licences you need to complete the project?

Yes No N/A

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Bank details & VAT

Items marked must be completed

Project Details

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2. Agreed Costs
3. Partnership Funding
4. Timetable
5. Project Management
6. Proof of Ownership
7. Permissions/Licenses
8. Bank Details and VAT
9. Declaration
- Submission

VAT Registration Number (If you are not registered or exempt, please say so in this box):

Are you attaching a copy of your bank statement or cheque or paying-in slip?

Yes No

Please provide the following information:

The name provided under 'Account Name' must match the name on the bank statement, cheque or paying in slip you are providing.

Account name

Account number

Sort Code

Building society roll number

If applicable please provide a reference number or code that we should use when making payments relating to this project.



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Declaration

Items marked **must be completed**

Project Details

- 1. **Approved Purposes**
- 2. **Agreed Costs**
- 3. **Partnership Funding**
- 4. **Timetable**
- 5. **Project Management**
- 6. **Proof of Ownership**
- 7. **Permissions/Licenses**
- 8. **Bank Details and VAT**
- 9. **Declaration**
- Submission

HLF is committed to being as open as possible. This includes being clear about how HLF will use your application form and other documents you give us. As a public organisation we have to follow the Data Protection Act 1998 and the Freedom of Information Act 2000.

When you completed the Declaration at the end of the application form, you confirmed that you understood HLF's legal responsibilities under the Data Protection Act 1998 and the Freedom of Information Act 2000 and had no objection to us releasing sections 2, 3 and 4 of the application form to anyone who asked to see them. If there was any information in these sections of the form that you did not want made publicly available, you had an opportunity to explain your reasons.

We will take these into account when we respond to any request for access to those sections. We may also be asked to release other information contained elsewhere in the form and in monitoring documentation you submit. We will respond to these requests after taking account of your rights and expectations under the Freedom of Information Act 2000 and Data Protection Act 1998. In those cases, we will always consult you first. The Heritage Lottery Fund will not be responsible for any loss or damage you suffer as a result of HLF meeting these responsibilities.

When you completed the Declaration you also agreed that we would use your application form and the other information you gave us, including any

personal information covered by the Data Protection Act 1998, for the following purposes:

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

HLF may use your photographs in publicity material. If your photographs include people, you must gain their permission (or that of parents or guardians for children under 16) before you submit them to us. You agree to ensure that you have the written consent of the copyright owner of the images you send to us so that HLF may use any of them to represent the project.

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

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

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

I confirm that we will keep to the standard terms of grant, and any further terms or conditions as set out

in the grant notification letter, or in any contract prepared specifically for the project.

I confirm that, as far as I know, the information I have supplied is true and correct and that anything I supply in future will be true and correct.

I confirm that I agree with the above statements.

Name

Position

Organisation

Date

Are you applying on behalf of a partnership?

Yes No

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Attachments and submission

Items marked must be completed

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- 1. Approved Purposes
- 2. Agreed Costs
- 3. Partnership Funding
- 4. Timetable
- 5. Project Management
- 6. Proof of Ownership
- 7. Permissions/Licenses
- 8. Bank Details and VAT
- 9. Declaration
- Submission

Next steps:

1. Please submit this form online. When you have completed the form and attached the supporting documents required click the submit button to send the electronic version of this form to your case officer.
2. Print off, sign and date a hard copy of this form and return it to your case officer. If you applied on behalf of a partnership make sure that all partners have signed the form.

We are not able to authorise Permission to Start or make payments without all mandatory supporting documents and the form submitted online and in hard copy with the correct signatures.

Please now attach any additional supporting documents.

Attach supporting documents

You can view what you have entered by clicking the Print Document button. When you are ready, use the submit button to send your form to the HLF. Your form will become read-only but you will still be able to download a PDF version for printing and signing.

Print Document

Submit

Draft print

Exit

Spell Check

Save

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Heritage Grants - Receiving a grant

**Mentoring and monitoring; Permission
to Start; and Grant payment**

September 2017



Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

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1 Introduction

This document will help you to request payment from HLF and report on the progress of your project. We are committed to being flexible in our approach, working responsively, proactively and collaboratively. Your case officer is your main contact throughout the delivery of your project.

You must comply with the HLF *Terms of Grant* and any additional requests set out in your Grant Notification letter. You must also address any issues identified during monitoring, and follow the requirements specified in the Application guidance, the *How to acknowledge your grant* guidance and any other material we refer to. All guidance is available on our website.

In some circumstances we may choose to vary any of the procedures set out in this document.

This guidance applies to all Heritage Grant awards in development or delivery.

Filling in forms

You will need to fill in a number of forms online via the portal as part of our monitoring process. We will ask you to send copies of documents as part of this process and you can attach files (of less than 5Mb in total) online at the end of the form.

The forms are:

- Permission to Start
- Progress Report
- Payment Request Forms (dependent on the size of your grant award)
- Completion and Final Payment Request

There is also a form available on the portal which you can use for requesting acknowledgement materials from us.

Before Starting

Before you can start your project and seek a grant payment, you will need to complete a 'Permission to start' form, details below. We often arrange a start-up meeting with you to discuss delivering your project, at which we will agree a timetable for reporting progress and help plan your payments and predict cashflow as well as advise you on how to complete the Permission to Start form.

You should not start your project until you have received our approval through Permission to Start. If you start before receiving our approval, this will be at your own risk. We will not make any grant payments to you until Permission to Start has been approved.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

Reporting on progress

You will be expected to report progress on a regular basis to HLF. To do this you will need to complete a 'Progress Report' form online. As a minimum we would expect reports every 3 months. We may choose to alter the frequency of reports.

For **development grants** it is important to keep in touch with HLF as your project progresses. We will undertake a formal review at an appropriate point. For development grants with projects involving capital works, the review is likely to be when your plans are in line with RIBA work stage 2. You can see RIBA's plan of work by visiting its [website](#). The timing of the review will be discussed at the start up meeting. The review will look at progress across all areas of the project including development of the activity plan, architectural proposals, project business plan, costs or other relevant documentation.

A review may involve a meeting with HLF staff, monitors and mentors as needed. The review will consider:

- if the proposed project and its outcomes changed significantly since the first round pass was awarded.
- if the project risks have changed significantly since the first round pass was awarded.

For **delivery grants** we will monitor the progress of your project against the Approved Purposes of the grant. It is important that you keep us informed of risks and issues arising so that we can respond and support you as appropriate. We may decide to undertake a review of your project. This can happen at any stage. To help us do this review, you will need to provide all design drawings and documents that we ask for along with a progress report.

Mentoring and monitoring

We have a range of consultants who we may use, depending on the project, to support you in delivery and help review risks.

Mentors, act as project enablers sharing their expertise and knowledge of best practice to help you to deliver your project. If appointed, a Mentor will work with you on developing the whole project or specific aspects such as capital works, management and maintenance plans, environmental impact, business planning, interpretation, learning, audience development or training. Mentors may be asked by HLF officers to provide expert advice but their focus will be on using their expertise to help you and your project team in thinking about how to achieve the best outcomes for your project.

Additionally, we may appoint a **Monitor** to your project to help us as appropriate.

In exceptional cases we may use a monitor as well as a mentor. If we do, the project monitor will usually be your lead contact while they are appointed and will call progress meetings with you, your project manager and the main members of your project team and may make site inspections and review any paperwork deemed necessary. They will report back to HLF officers.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

Our monitors and mentors are able to provide informal advice but cannot approve changes to the approved purposes of your grant. Any changes can only be agreed by HLF via your officer.

Seeking payment of your grant

The payment arrangements are based on the level of grant award.

For awards of less than £100,000 (usually development grants within the Heritage Grants programme) we pay in three instalments:

- We will give you 50% of the grant up-front (once we have agreed your Permission to Start).
- Once you have spent the first instalment of 50% of your total project costs, we will give you the next 40%.
- We will pay the final 10% of your grant when you have finished your project.

We will ask to see evidence that you have spent your grant.

Please complete the form 'Payment Request - for Grant awards of less than £100,000' at the same time as your 'Permission to Start' form for your first grant payment. You will need to use a Payment Request Form to claim the second payment as well. To claim the third and last payment of your grant you will need to fill in a 'Completion and Final Payment Request' form.

For awards of £100,000 or more you will be paid as the project progresses in accordance with the schedule agreed at Permission to Start. To claim a payment you must fill in a form 'Payment Request'.

We usually pay a proportion of the costs you have incurred based on your agreed costs. The payment percentage is based on cash contributions to your project so may differ from the grant award percentage. This is because when calculating your payment percentage we do not take into account volunteer and non-cash contributions to your project, although we want you to continue to report on these valuable contributions in your progress reports to us. Below we explain the difference between payment percentage and award percentage.

Worked example:

At award

Total project cost of £500,000 which includes £100,000 of volunteer labour and other non-cash donations. The cash contribution from you is £200,000 and the HLF grant award is £200,000. The award percentage is therefore 40% (grant award divided by total project cost).

At payment

When it comes to payment HLF's grant award remains £200,000 and your cash contribution is still £200,000. However the agreed costs are £400,000 (discounting the volunteer labour and non-cash donations). The payment percentage is therefore 50% (grant award divided by agreed costs).

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

We aim to release funds within 15 working days of receiving your Payment Request provided you have sent us the information that we ask for. Payment will be made to the account details submitted at Permission to Start. We can only release funds against agreed costs that meet the approved purposes and that will deliver the intended outcomes.

When your project finishes

We normally withhold 10% of the grant until the project is completed.

You must fill in a 'Completion and Final Payment Request' form to claim the final part of your grant. You must provide an evaluation report, evidence of acknowledgement of our funding and images as part of this final claim. We will not pay the final part of your grant until we are satisfied that all our requirements have been fulfilled.

The following information offers guidance for each of the forms you may need to complete.

2 Permission to Start

You will need to complete the form online with the following attachments:

- Proof of partnership funding
- Proof of ownership/leasehold requirements, if relevant
- Details of statutory permissions required and obtained
- Detailed timetable or work programme
- Cost breakdown and cashflow
- Detailed Project Management structure
- Method of buying goods, works and services
- Your bank account details

We will use the documents you supply with the Permission to Start form to help us monitor your project's progress and performance. As standard, we pay against costs incurred after you have obtained Permission to Start.

Once the form is completed and submitted via the online portal, print a hard copy of the form, have appropriate members of your organisation sign and date it, and send it to your case officer for HLF approval. The people signing this declaration must have the authority to do so. By signing the declaration, you are confirming that your organisation understands and accepts the grant award along with all the associated requirements.

Once we have approved your request we will return a copy of the form to you. You can then start work on your project. You must get our approval in writing if you need to make changes to these documents.

If you have already sent us the above documents you will need to bring the information up to date and provide any other details we ask for.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

Cost breakdown and cash flow

Provide an up-to-date breakdown of costs, which shows the cost of each of the main elements of your project. In your breakdown you must identify separately any amounts allowed for VAT and contingency. If your VAT payment decreases during the project, we will reduce our contribution to those costs and you will have to pay back any amounts of VAT you have managed to claim back. If your VAT payments increase we will not increase our grant payment. You must not transfer any VAT savings that you have made to any other budget heading.

You must provide a cash flow, which shows the planned timing of your income (including partnership funding) and expenses over the life of this phase of your project. You must show clearly the expected timing of grant payments. We pay the grant as needed in line with expenditure and we normally retain 10% until your project is completed.

Partnership funding

Provide proof that all your partnership funding is in place and confirm where it is from. If all your partnership funding is not in place then we may exceptionally consider accepting a realistic fund-raising plan instead. We will only do so if the project can be divided into separate phases, eg the separate RIBA stages, and you can show that the fund-raising plan is achievable. You must raise your partnership funding in line with the agreed phases and get our permission each time you want to start a new phase.

You will need to state evidence of non-cash contributions for this project, as agreed at the time of the HLF award. We will continue to request this information as the project progresses.

Timetable or Programme

Provide a detailed timetable or work programme which shows completion of the whole project before the grant expiry date shown in the *grant notification letter*. It should show a realistic timescale for achieving the approved purposes, including any additional conditions. It should clearly show all the main activities, resources, milestones and targets necessary to complete the project on time.

Project management and procurement

Provide a description of how you will manage your project. This should include:

- the names of the people who can sign documents for your organisation;
- a copy of the organisation chart for managing your project which clearly names the project manager or project co-ordinator and other people or organisations who will be working on the project and sets out their roles and lines of communication;
- details of the responsibilities for project decision making including change control and budget management;
- Briefs for commissioning services to be paid for through the grant and job descriptions for posts to be funded through the grant; and
- a statement of how you will choose and manage your goods, works and services contracts. It must also include details of how you intend to recruit any project staff.

You must advertise all new staff posts.

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Proof of ownership

We expect you or a formal partner in the project to own any property (land, buildings, heritage items or intellectual property) on which you spend the grant. See appendix B.

Statutory permissions and licences

Please state which permissions you require for your project to comply with statutory requirements.

You should get statutory approvals or permissions that you need for your project before work starts. There may be other licences involved which are not listed below but frequent examples include:

- planning permission
- listed building consent
- scheduled monument consent
- conservation area consent
- building regulations
- bat licence
- tree felling licence
- newt licence

We may agree a phased programme of works with you that allow you to start the project before all statutory approvals or permissions have been obtained. In these circumstances you will need to update HLF staff as you receive approval for new permissions and licences when you fill in your Progress Report Form.

Bank account details

We will pay your grant by bank transfer (BACS). We will not make payments into personal bank accounts and the grant can only be paid to the organisation named in the grant notification letter. You may wish to set up a separate bank account for the project.

We will 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.

Declaration

By submitting your application form online, you (and your partners, if any) have confirmed that your organisation accepted our standard terms of grant available on our website for the Heritage Grants programme. We ask you to sign this Declaration with your Permission to Start for our records.

3 Updating us on your progress

You must report your progress in accordance with the schedule agreed at Permission to Start. Your progress report must be produced no later than three weeks after the period it covers.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

You should tell us about your achievements and successes. We also want to know about any problems or issues that you face. If something significant occurs between scheduled progress reports which is likely to lead to changes in the costs, serious delays, or a failure to deliver the approved purposes and outcomes you agreed in the Permission to Start documentation you will need to let us know as soon as possible.

Approved Purposes Progress

This should be a summary of your progress against each of the approved purposes of your grant.

If the approved purposes set out in your grant notification letter or start-up discussions are likely to change, you will need to seek our permission by sending your grants officer details of your reasons for the change and showing us how it will affect:

- the cost of your project;
- the quality of your project; and
- the time you need to finish your project

Tell us about any changes or events which may prevent your project from achieving its predicted outcomes or affect its future viability. We may then call a review, re-assess the project, or take any other action we consider necessary. We may give permission for the change only if you agree to extra terms and conditions.

Give details of how the work you have done so far will change the Approved Purposes you originally predicted. For development projects this will include changes to the scope and costs of the proposed project in the delivery phase as well.

Additional grant conditions (if any)

If we have identified any additional grant conditions for your project, tell us about your progress towards meeting those.

Identifying, charting and managing risk.

Tell us about any difficulties you have and how you will overcome them. List the main risks your project is facing. Initially you should refer to the list you provided in Question 5g of your application form. Over time these may change. We will follow up on any major difficulties the project is facing. Once a problem is resolved please tick as complete and explain how you have mitigated the risk in the Actions section.

Changes to your project timetable and programme

Explain any significant delays to your project's delivery. You will also need to tell us how you plan to make up the time so that the project finishes by the grant expiry date. HLF staff may agree changes to timetable and will amend the Grant Expiry date of your project accordingly.

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Statutory Permissions and Licences update

Provide evidence that you have received approval from the relevant authority.

Partnership funding update

If your funding was not secured when we gave permission to start, and we agreed a phased approach with you, give details of your progress towards securing all partnership funding. Explain any changes to your funding sources. You will need to keep your cash flow table up to date.

Please report all volunteer input and any other non-cash contributions.

Selecting consultants, contractors and suppliers

Procedures to recruit consultants and contractors must be fair and open and keep to the relevant equality legislation. In all applications regardless of level of funding we will ask you to give us details of the procurement (buying), tendering and selection process for all parts of your project. If you are unsure about your obligations, we advise you to take professional advice.

If you have already procured goods, works or services, you will need to tell us how you did it. We cannot pay your grant if you have not followed the correct procedure.

You must get at least three competitive tenders or quotes for all goods, work and services worth £10,000 or more (excluding VAT) that we have agreed to fund.

For all goods, works and services worth more than £50,000 (excluding VAT), you must provide proof of competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept. You must give full reasons if you do not select the lowest tender.

Your project may be covered by European Union (EU) procurement rules if it exceeds the thresholds noted below. This will require that all services for both fees and construction will need to be tendered through Tenders Direct, previously known as Official Journal of the European Union (OJEU).

If you are a non-public body, and your HLF grant exceeds 50% of the estimated cost of a contract, or the HLF grant together with other public funding exceeds 50% (e.g. ERDF, local authority, or other lottery distributors), and exceeds the thresholds noted below, you must adhere to EU Procurement Regulations. The applicable thresholds can be found on the Cabinet Office website. Thresholds are reviewed annually in January. If you are a public body, different thresholds apply, and you will have to comply with those that are already relevant to you.

The thresholds apply to all individual consultant appointments (or to the aggregate fee as a single appointment) and to construction works.

If you are looking to recruit a consultant or member of staff for your development phase and your delivery phase, you should make sure their contract clearly states that this is the case, and allow for break clauses (in case your second-round application is unsuccessful). If you do not,

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we may ask you to re-recruit after the second-round decision has been made. We will not be able to reimburse costs incurred for the three months your project is in assessment.

Staff

Professional fees

Fees should be in line with professional guidelines and should be based on a clear written specification.

New staff costs

Include costs of new fixed-term contracts, secondments (people who are temporarily transferred to your organisation) and the costs of freelance staff to help develop your project. Do not include the costs of paying trainees here. In your separate spreadsheet, you must use a separate line for each new member of staff.

All staff posts must be advertised, with the following exceptions:

- If you have a suitably qualified member of staff on your payroll that you are moving into the post created by your HLF project. You will need to provide a job description for this post.
- If you have a suitably qualified member of staff on your payroll whose hours you are extending so that they can work on the project. In this case we will fund the cost of their additional hours spent on the project and you will need to tell us about the role they will undertake.
- If you are a voluntary organisation and are including a proportion of a staff member's time in your Full Cost Recovery calculation.

If you are moving an existing member of staff into a post created by the project, then we can either pay for the cost of this member of staff, or for the cost of backfilling their post.

All salaries should be based on sector guidelines or benchmarking against similar posts elsewhere.

Recruitment

This can include advertising and travel expenses. We expect your organisation to keep to good human-resource practice and follow all relevant laws.

Changes to Agreed Costs

Complete this table if there are significant changes to the costs as agreed in your grant notification letter and you are wishing to seek agreement from HLF to change the approved purposes or consider revising the grant award or grant percentage.

Photographic and other records

The photographic record over the duration of your project should include at least five high-resolution digital images in electronic format showing different aspects of your project.

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The pictures should show your project in action and its outcome. You should also provide a sample of photos that show your project before, during and after it is finished. You should let us know if material from your project is available on the internet and where this can be found.

We may make use of your photographs in publicity material. Before you provide us with any images, you must ensure that the necessary consents are in place. See '*Photography of HLF-funded projects: A guide for grantees*' available on our Promoting your Project page for more information.

Please also send us copies of any other records of events or activities that you have run.

Funding Acknowledgement

Please tell us how you have acknowledged and promoted National Lottery player's funding in accordance with the '*How to acknowledge your grant*' guidance. You must confirm that you have at least the minimum level of visible acknowledgement during the project works.

4 Grant Payments

You must keep proper up-to-date accounts and records. Please attach evidence of spend, for example invoices, to the Payment Request form. See Appendix C for an example of the information we expect to see in an invoice. When saving digital copies of invoices to send to us, please keep the file size as small as possible, while still ensuring the image is clear.

For amounts of less than £500 (less than £250 for development grants of less than £100,000) you should submit a table of costs which specifies the date, amount and description of each item of expenditure, instead of the individual invoices. The total of your table should be shown as a single line on the summary of invoices on the Payment Request Form. You must retain the original receipts or invoices in case we ask to see them.

Where we have agreed to pay a contribution towards the Management and Maintenance Plan during the delivery of your project you will need to supply a signed letter on appropriate letterhead quantifying the amount you have paid towards these costs.

We pay our grant up to the point you reach 90% of your total project costs. After that we will not make any further payment until your project is finished and you complete a Completion Form (see section 5).

All proof of costs must be dated after the grant award date and before the grant expiry date shown in the *grant notification letter*. We reserve the right to refuse payment of invoices which we consider do not form part of the agreed project.

Payment Request for Grant Awards of £100,000 or more

To claim your grant you will need to complete the 'Payment Request Form for Grant Awards of £100,000 or more'. Enter invoices or other references as appropriate. You should request your grant payment as soon as possible after you have received invoices at intervals agreed during

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your start-up discussions. We will not make any payment until we are satisfied with your grant payment request and latest progress report.

Payment Request for Grant Awards of less than £100,000

If your grant award is less than £100,000, we will pay in three instalments. To claim your first and second payment complete the 'Payment Request for Grant Awards of less than £100,000' form.

5 Final grant payment

You will need to claim your final grant payment by filling in the 'Completion and Final Payment Request' form, where you will need to show us how much you have paid against agreed costs. We will not make any further payments until we have received evidence of this.

The form asks you to:

- describe how you achieved your approved purposes;
- describe issues or changes, and the impact on the timetable or costs;
- describe how you will meet the long term requirements;
- describe how you have and will conduct evaluation, including attaching a report;
- send in some project records, for example, digital images.

It also asks about how you met any additional grant conditions if this is relevant and includes a statement about agreed costs and the declaration needed as part of the payment request.

Request your final grant payment as soon as possible after:

- your project is completed and you have achieved your approved purposes and complied with any grant conditions;
- you have acknowledged the grant in accordance with the 'How to acknowledge your grant' guidance; and
- you have a 'Practical Completion Certificate' (for a building project); and
- you are able to supply all the additional information we require including evaluation report, images and proof of acknowledgment of our funding.

Where we have agreed to pay a contribution towards the Management and Maintenance Plan you will need to supply a signed letter on appropriate letterhead confirming your commitment and quantifying the amount you agree on an annual basis for the duration of the agreed plan.

We will not make your final payment until we have received all the additional information including your evaluation report. You will need to have submitted your 'Completion and Final Payment Report', with all required evidence, before your Grant Expiry Date.

Once you have made your final grant request, we will not accept any further requests for payments from you. You should therefore agree your final accounts with your contractors and suppliers before you apply for the final grant payment.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

We will continue to keep in contact with you at intervals after the project is completed.

Appendix A – Additional Definitions

Approved purposes – the purposes for which you have been offered a grant and how you plan to carry out those purposes as set out in your application and confirmed in our letter awarding you the grant and any additional information as set out in the Permission to Start and subsequent correspondence.

Approved costs - The costs we have agreed to contribute towards as set out in your grant award notification.

Grant percentage –calculated by dividing the grant award value by total project cost which includes non-cash contributions and volunteer labour.

Payment percentage – the proportion we pay against invoices calculated by dividing the grant award by the agreed cash costs.

Payment limit - We will normally pay no more than 90% of your grant until we are satisfied that:

- the project is finished;
- you have met all our standard terms of grant and any additional grant conditions;
- we have received an acceptable final grant payment request and completion and evaluation report;
- appropriate funding acknowledgement is in place and photographs have been submitted.

Back-filled post - is a job that is vacated within your organisation when that person adopts a new role as part of your project and where the intention is for them to return to their original work once the project is finished.

VAT- Our grant percentage will include your VAT payments if these were included in the approved costs for your project.

You must do all that you can to:

- make your project VAT-efficient;
- make sure that VAT is applied only to relevant parts of your project; and
- claim back any VAT which you can.

If your VAT status changes so you can reclaim more than you expected, you will need to return this to us. We will consider authorising the use of contingency if you underestimate VAT, but we cannot guarantee that this will be approved. It is therefore important to include the correct amount of VAT when applying to us.

Contingency allowances for unexpected expenses - Only use this allowance where unforeseen circumstances have affected the costs of individual elements of the approved purposes. You must get our permission for major spending of the contingency against any

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

individual elements. We will reduce your grant by the proportion of the contingency that you did not need to spend.

Increases or decreases in the approved cost – The costs of the project may increase or decrease. Where a project increases during the course of the project we will only consider increasing your grant in exceptional circumstances and never within the Development Phase. If this is the case you should contact your officer and you will be asked to provide further information.

If the final cost of your project is lower than the agreed cost, we will reduce your grant in line with the agreed overall grant percentage.

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

Appendix B - Property ownership

If you are successful with your Heritage Grants application, we expect you to own any property (land, buildings, heritage items or intellectual property) on which you spend the grant. If we award you a grant, we may require a charge on the land, buildings or heritage items.

Land and buildings

For projects involving buying or carrying out capital work to land or buildings, we expect you to own the freehold or have a lease of sufficient length for you to fulfil our standard terms of grant as detailed in your grant notification letter. If you do not meet our ownership requirements, we will need you to improve your rights (for example, by changing or extending a lease) or include the owner as a partner in your application.

- For projects involving work to a building or land, if your organisation does not own the freehold, you will need a lease with at least 20 years left to run after the expected date of your project's completion.
- If your project involves buying land or buildings, you must buy them freehold or with a lease with at least 99 years left to run.
- We do not accept leases with break clauses (these give one or more of the people or organisations involved the right to end the lease in certain circumstances).
- We do not accept leases with forfeiture on insolvency clauses (these give the landlord the right to end the lease if the tenant becomes insolvent).
- You must be able to sell on, sublet and mortgage your lease but if we award you a grant, you must first have our permission to do any of these.

Heritage items

For projects involving buying a heritage item or carrying out conservation work to a heritage item (for example, a steam train or a painting), we expect you to buy or own the item outright.

Digital outputs

If you create digital outputs we expect you either to own the copyright on all the digital material or to have a formal agreement with the copyright owner to use the material and to meet our requirements – see Appendix 4: Digital outputs in the application guidance.

Heritage Lottery Fund

Heritage Grants - Receiving a grant - Mentoring and monitoring; Permission to Start; and Grant payment

Appendix C - Invoices submitted with payment request forms

All invoices submitted to Heritage Lottery Fund as evidence of spend should be clear, legible, and be for eligible works against the approved purposes HLF has agreed to fund. They must include the following information for us to be able to pay against them. They should be clear enough to read and not folded up, damaged or tampered with.

They must all related to works agreed to be funded by HLF and the client named on them should be the organisation submitting the payment.

Invoices must have an invoice number, the date they were raised and the date payment is expected and the payment terms, how payment is made and to whom. They must include company details including, name, address, email address, telephone number, Company number , VAT registration number (if VAT registered). They must also include a description of the services provided, the gross (without VAT), VAT amount if VAT registered and the net (total) amount due.

Example Invoice

Company Name
41 First line of address
Second line of address
City
Postcode
Tel:
Email:

Company #:000000
VAT: XX-XXX-XX

Invoice Number: XXX 001
Date: Day Month Year
Due Date: Day Month Year

To: Organisation Name
Detailed description of services

Example breakdown:
10 days @ £500 per day £5,000
Sub Total £5,000
VAT @ 20% £1,000
TOTAL £6,000

Payment terms: Payment within 30 days.

Pay by [method] to the account below:
Company Name (matches top)

Heritage Lottery Fund

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Sort Code: XX-XX-XX

Account No: 12345678

AGENDA ITEM NO 4B

**TAVISTOCK TOWN COUNCIL
BUDGET AND POLICY COMMITTEE
30TH JANUARY 2018
GUILDHALL GATEWAY CENTRE**

1) PURPOSE OF REPORT

To afford the opportunity for this Committee and Council to consider and review the progress made by Tavistock Heritage Trust (THT), and the Town Council respectively, against the "tests and targets" set by the Council for both organisations at its Meeting on 25th July 2017.

2) CORPORATE POLICY CONSIDERATIONS

The project relates to priorities such as:
C1 (Working Together), C3 (Financial Assistance), C5 (Community Assets), En1 Environment, Ec2 (Working Together), E3 (Gateway Centre). Council will also be mindful of the underlying challenges associated with delivering such a project posed by the conflicting priorities of Ec4 (Best Value) and Ec5 (Income Generation).

3) LEGAL AND RISK MANAGEMENT ISSUES

Council and this Committee have previously considered reports setting out the Legal and Risk Management issues in connection with the Project – most particularly in July 2017, March 2017 and December 2016.

The profile of the Project has altered during the development stage with accompanying changes in the risks and obligations attaching to the Council, most especially as funder of last resort. For the reasons listed below the level of financial and operational risk attaching to the Council arising from delivery partner arrangements has further increased since last year.

4) RESOURCE ISSUES

The resource issues arising from this report are understood to remain broadly in line with those set out in the report to Council in July 2017 subject to any increase assessed as accruing from an updated assessment of the progress of the Trust – most especially in relation to fundraising (see below).

5) COMMUNICATION ISSUES

The content of this report is derived from previous decisions of the Council and, most recently, informed by the responses of Tavistock Heritage Trust to the "tests and targets" set for it.

6) RECOMMENDATIONS

That this Committee and the Council review the submission to Heritage Lottery Fund¹, together with the outcome of previous deliberations (in particular the Meeting of 25th July), alongside the recent submissions of Tavistock Heritage Trust and assess the level of assurance provided in relation to the measures set, namely²:-

a) Tavistock Heritage Trust:

comprising:

- *The completion by the Trust of the "Resilient Heritage", "Trust Health Checker" and sharing of the results with the Town Council;*
- *Providing to the Town Council a copy of its Funding Strategy and Funded Work Programme;*
- *Securing actual/fully committed income from new sources excluding the Town Council (and monies already promised) of £10,000 or more;*
- *Providing to the Council a copy of its Volunteer Recruitment Strategy;*
- *Providing to the Council a report indicating the number and nature of expressions of interest from volunteers;*
- *Having a new Board in place and operating for a sufficient period of time (not less than 3 months) prior to any grant of permission to start.*

b) Tavistock Town Council:

- *in the event that a Heritage Lottery Fund Round 2 pass be subsequently received by the Council it then (in addition to assessing THT as above) re-assess the Project on an evidence based assessment including against the following tests, namely whether the Council is then assured:-*

- *that scheme costs would not exceed that projected in the "mid-case" scenario and such was acceptable to Council;*
- *that Tavistock Heritage Trust represented a strong and resilient delivery partner both then and for the future;*

¹ Most especially the Business Plan <https://www.tavistock.gov.uk/your-council/council-initiatives/guildhall-project>

² Minute No 74 refers (available on Council website)

- *that the scheme itself was affordable, desirable and deliverable;*
- *that Council would be able to sustain the increased costs and would reduce/tailor other organisational goals accordingly both then and in the future.*

1) BACKGROUND

- 1.1 Council will be aware from previous reports of the extended development process for this project together with, most recently, the decision to endorse submission of a Round 2 Application to Heritage Lottery Fund in 2017.
- 1.2 Formal notification of the outcome of the bid is awaited and contingent on progress being made with lease arrangements. As that is still pending this report sets out to seek the evaluation by Council of the measures of due diligence/assurance it established as a basis for consideration as to how to proceed (Section 6 above refers).
- 1.3 A more detailed commentary on the Project as a whole was considered in July, 2017 and this report is intended to be read in conjunction with same:-
<https://www.tavistock.gov.uk/meetings/full-council-meeting-25th-july-2017>

2) CURRENT SITUATION

- 2.1 Copies of the information provided by THT, in response to the 'tests/targets' set by Council last July, are appended for information (Appendix 1 refers).
- 2.2 Also appended are copies of correspondence with THT regarding subsequent queries (reflecting discussions between your Clerk and the Council Business Plan Lead for the Project - Appendix 2 refers) on certain of the responses listed in Appendix 1.
- 2.3 Any additional questions raised at this Committee will be forwarded to THT with a view to responses, if at all possible, being reported to the next Meeting of Council. As indicated by the correspondence the area where it appears

that least progress has been made is that of finance. This is significant because the Council is underwriting the costs of the Project (and potentially in large part those of THT).

3) REVIEW

- 3.1 Until/unless an offer of grant is received from Heritage Lottery Fund it is not possible to make a full assessment of the implications of the Scheme (because the Council and THT will not be aware of any conditions which might be applied should the application be successful).
- 3.2 This report stage therefore represents the opportunity to review the progress of Tavistock Heritage Trust against the 6 tests set in July last year, together with any other material considerations. The Council will then no doubt wish to revisit and review the 4 tests set for itself to inform how best to proceed in the round.
- 3.3 Regarding the 'tests and targets' and as indicated above it is notable that only limited progress has been made in funding for THT - both in terms of monies raised to date (£10,000 target set vis £5,000+ actually raised) or in any clear articulation of how monies will be secured in future/from whom/where to support the work of the Trust³. This represents a clear concern given the extent of the financial commitment by the Council and represents an area where the 'tests/targets' are not met.
- 3.4 Other areas show progress, although it may not be possible to fully assess the extent (eg actual projected volunteer capacity) of same at this time, partly in recognition that THT is yet an organisation in its formative stages.
- 3.5 Looking at the project and on balance the:
- i. merits - community benefit/promotion of World Heritage Site and the Town, giving life to an iconic building etc; and

³ Notwithstanding that the BID document provides some anticipated income streams these are specific to aspects of Gateway Centre operation and do not provide for either general THT running costs, or address the possibility that, if they were to prove insufficient, other income streams could be available.

- ii. challenges - a high and potentially variable level of commitment - especially financial over a 20 year term, newly formed delivery partner etc

associated with it remain broadly consistent with those identified in the report to Council in July 2017.

3.6 This interpretation is however necessarily dependent on an evaluation of the extent to which the liabilities arising/risks to the Council (most especially in terms of financial commitment and more general potential resource/capacity issues) listed above could/should appropriately be addressed, given that THT has not been able to meet the targets set⁴. In doing so the balancing of project risks/rewards, and the evaluation of performance against the 'tests and targets', will necessarily reflect the priorities of the Council for its community on the one hand, and acknowledge the extent of, and limits on, its appetite for managed risk on the other.

4) RECOMMENDATIONS

- 4.1 That this Committee and Council
 - i. consider progress against the tests and targets set for THT and, subject to the outcome, then
 - ii. consider the tests and targets set for itself; and
 - iii. identify next steps, as appropriate.
- 4.2 The instructions of this body and Council are sought.

**CARL HEARN
TOWN CLERK
JANUARY 2018**

⁴ Please refer to report to Council of 25th July and accompanying Minute No 74.

Carl Hearn

From: Carl Hearn <carl.hearn@guildhallgatewaycentre.org.uk>
Sent: 18 January 2018 09:25
To: 'Sue Spackman'
Cc: 'Philip Sanders'; 'Harry Smith'
Subject: Guildhall Gateway Centre Project

Dear Sue

Many thanks for the information regarding tests and targets from THT. To help with the review by Council at the end of the month could you please provide:

- a. Funds – a clarification, in the Chairman’s report of 9th November it says £10,000 has been raised, but in the Funding Strategy it lists £5,166 non-Council funding (TTC £1,500). Which is it please and what represents the difference?
- b. Funding Strategy – section 6 does not seem to follow the template insofar as it does not include these two sections:

6.2 Matching funders interests to your objectives

Use this table to match your objectives with funders’ interests – it will help your organisation align your funding applications with funders interests and ensure your application focuses on what is relevant to a particular funder.

[your organisation's name] Objectives	Funder	Funders' interests

6.3 Tactics

This is when you develop clear set of activities for identifying, approaching and maintaining a relationship with each funder to meet your objectives.

Funder	Intended activity	By whom	By when
	•		
	•		
	•		
	•		
	•		
	•		

These provide some core information around the funding arrangements going forward – can you please give us the detail around these? Perhaps the work done by Caroline Taylor last year about potential sources of revenue funding might be used to help inform this.

- c. Volunteer Strategy – in the Chairman’s report over 80 volunteers are listed. Can you advise how many are ‘firm’ and whether any volunteers (other than trustees) have actually been formally engaged, and if so, what roles they have been doing/are going to be doing? I appreciate that it’s too soon to be engaging volunteers for many of the planned roles, but do you have any sense yet of whether the Trust will be able to engage sufficient capacity to cover the projected Gateway Centre opening hours?

Many thanks Sue
Kind regards
Carl

Carl Hearn
Clerk to Tavistock Town Council

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Tavistock Town Council
Working for the local community

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Carl Hearn

From: suespack@...@...
Sent: 19 January 2018 12:04
To: Carl Hearn
Cc: Philip Sanders; Harry Smith; Andrew Main
Subject: Re: Guildhall Gateway Centre Project

Dear Carl,

In response to your email queries:

Funds – the report to the HLF included the £5000 from the TTC which demonstrated the Council's support for the formation of the THT and the £10000 shown was a round figure of what the THT had received to the middle of November [in fact it was nearer £11,000]. I would not expect the figures in the fund raising history to show every penny received but the main sources of funding. I do have an issue with your calculation as you have omitted the £1500 grant for the Heritage Helpers. I did ask you about this £1500 and you advised that, as it was a grant for the Heritage Helpers and would be used directly for running events, it could be included. Perhaps you could explain why you now wish to change this?

Section 6.2 and 6.3 – these have been omitted as they are not relevant within this time period. You will have read in the Funding Strategy that the THT do not want to rely on grant funding, and the methods of seeking future funding as set out in section 2.2 demonstrate this, as do the proposed fund raising events for the coming year. Finding such funders is premature as we do not have information on what the HLF will ask the trust to be beholden for and do not know the actual timescales until the Development Officer is in place. Further, the grant sources suggested by Caroline Taylor are mainly project specific and/or relate to funding for capital works. As and when opportune and appropriate, the trust will seek such funding for specific projects. Our experience has already shown that approaching grant funders before THT can be project specific for the funding requested simply instills a negative response and greatly risks our losing potentially willing funders.

Volunteers - as set out in my report to the HLF in November 2018 which you have a copy:

The trust holds a list of over eighty people who have expressed an interest in the trust's work. At each event held, people are invited to submit their name and interests so that the trust can keep in contact with them for the future to help with fund raising events or to work with the Activity Plan from 2018.

You will appreciate that with the current situation with the HLF grant and the VIP there are no immediate projects/activities which require active volunteers. The one volunteer which we continue to use to assist us in setting up various aspects of the governance is Caroline Rae and her CV has been included. Having sufficient volunteers to cover the Gateway Centre opening hours is not down to the number of volunteers specifically but to their quality and commitment, and as with any volunteer situation, this will not be finally known until they have been through the interview system and are then fully trained, which is something that we would not want to do at this stage as their current

- 3.1 On a quarterly basis records of income and expenditure and where appropriate cash flow & cash flow forecasts for the next quarter for the Trust and any subsidiary or trading arm.
- 3.2 The financial information provided to the Council shall be in a format which is capable of comparison with any other financial records prepared by the Trust (for example the Annual Accounts and Business Plan) and shall enable distinction between necessary operating costs, other Gateway Centre costs/income and the costs/income of the Trust insofar as it may relate to matters unconnected with the Gateway Centre project.
- 3.3 The Trust shall disclose to the Council any material variances to its Business Plan and Forecasts should they arise.
- 3.4 The Trust shall provide Accounts which satisfy the requirements of the Council within six months of end of the year to which the accounts relate.
- 3.5 The Trust shall furnish the Council with such other financial information as it may require and authorise the Trusts Bankers and/or Accountants or Auditors to provide financial information to the Council.
- 3.6 In the preparation of its Accounts and Financial Statements the Trust will follow recognised charity accounting standards and practice.

The following financial information shall be provided to the Trust by the Council:-

- 3.7 A quarterly invoice in respect of services rendered/costs met on behalf of the Trust, payment becoming due annually.

4. BUSINESS PLAN

- 4.1 the Trust will produce an Annual Business Plan stating its aims and objectives for the coming period (of not less than three years) to which the Service Level Agreement relates, including proposed operational programmes and financial forecasts for that period.
- 4.2 The Trust will include other details in the Business Plan (e.g. development projects, temporary exhibition and educational programmes, marketing proposals and pricing strategies). It will also include specific reference to how compliance will be achieved with the learning/activities/interpretation etc. outcomes of the Heritage

Lottery Fund Grant terms and conditions, compliance with the Approved Purposes and a breakdown of the Trusts Funding Strategy.

5. REPORTS

- 5.1 The Trust shall provide the Council with a copy of its Annual Report.
- 5.2 Representatives of the Trust and the Trust Development Officer shall attend quarterly meetings with the Council to report on its work, present the financial and other information which is required to be submitted periodically and review the operation of the Agreement.
- 5.3 The Trust acknowledges that it and the Council have entered into a long term agreement with HLF to deliver the approved purposes. It will seek to achieve the measures of performance purposes and provide evidence annually in relation thereto.

The Trust will use its best endeavours to meet the approved purposes and recognises that a significant material failure to meet them which may significantly prejudice their delivery may lead to potential for determination in accordance with clause 9 or the exercise of a right of a 'step in'.

'Step in' adjustment required

During the project delivery phase performance will be assessed against the HLF Approved Purposes and any other conditions of grant.

6. COUNCIL GRANT / FUNDING ARRANGEMENTS

Council Funding & Project Underwriting during the First Three Years and thereafter

- 6.1 Subject to the terms of the whole agreement the Council will underwrite the reasonably incurred Gateway Centre related expenses of the Trust until three years from the time it first opens to the public) for delivery of the approved purposes. Thereafter an annual maximum amount of grant/subsidy will be set by the Council which gives the facility to limit the financial exposure of the Council and ratepayer to the funding of Trust related expenditure on the Gateway Centre in future years. The arrangement will operate as follows:
- a) for an initial period of three years (which shall be defined as three years from the first opening of the premises to the public) the

Council will underwrite the Project related costs of the Trust. This is intended to enable the newly formed Trust to develop/ demonstrate its income generating potential

- b) At the end of the initial three year period (a above refers) an annual threshold shall be set by the Council reflecting the maximum amount the Council will underwrite/fund (either directly or in kind) the Trust for the operation of the Gateway Centre in any one year. The threshold shall be calculated as follows:-
- i. The annual threshold after three years will either be
 - £35,000pa (being the projected annual additional cost to the Council for the Gateway Centre as identified in the bid to HLF. The parties acknowledge, in addition, the separate historic running costs of the Guildhall complex (£26,110));
 - Or such amended amount as may be agreed between the Parties derived from the experience of actual operating costs (in relation to the areas listed for Council support in the bid) when reviewed at the end of the first 12 months of operation (ie from opening to the public).
 - ii. Thereafter the annual threshold shall be adjusted annually for the CPI rate of inflation or such government approved measure as may replace it.
 - iii. Should the financial support required to be given by the Council to the Trust exceed the annual "threshold" in any year after the initial 3 year period the Council shall have the right to terminate the Whole Agreement with the Trust and bring the Gateway Centre Service in House in order to manage and control costs on giving 6 months written notice.

Operation of Funding Arrangements

- 6.2 The funding by the Council to the Trust referred to in this SLA relate solely to the operation of the Guildhall Gateway Centre in accordance with the Approved Purposes. Any other activities undertaken, or expenses incurred by the Trust are to be separately funded from surplus Trust revenues. For the avoidance of doubt the Council will not fund, underwrite or otherwise support through the Whole Agreement any costs which do not directly relate to the delivery of a World Heritage Site Gateway Centre as set out in the Bid.
- 6.3 The Parties have agreed that the necessary operating costs of the Guildhall Gateway Centre (which shall be separately reported to the

Council as part of the financial reporting arrangements) shall include necessary staff/volunteer costs and associated overheads, insurance, accountancy and audit costs and any costs associated with statutory requirements placed upon the Trust. Also up to £1,000 per annum ring fenced sinking fund for decoration responsibilities under the lease for the first three years of operation where income received allows and thereafter the allocation of a prudent sum in respect of same annually. For the avoidance of doubt the sinking fund shall not fall to be funded or underwritten by the Council.

- 6.4 Where the Trusts unrestricted income in any one year derived from the premises, delivery of the approved purposes, bequests, gifts or similar is less than the necessary operating costs it will allocate all available unrestricted income from such sources after expenditure to defraying the *necessary operating costs* in the order listed in para 6.3 above.
- 6.5 A review of the composition of the factors comprising the necessary operating costs shall be undertaken annually on a without prejudice basis at the time of consideration by the parties of the annual accounts.
- 6.6 Sharing of income - where the Trusts unrestricted income (for details see para 6.4) in any one year exceeds the *necessary operating costs* it will then pay 50% of the additional amount to the Council (up to the sum which the Council has incurred providing services to the Trust/underwriting its obligations as listed in this SLA and the lease. In the event that the Council is recompensed fully for those charges any additional income generated by the Trust from such sources shall be retained by the Trust).
- 6.7 Cleaning Costs – in addition to the cleaning of the common parts (as referred to in the Lease) the Council will provide a daily clean on the same basis (outside of the Gateway Centre opening hours) of the premises occupied by the Trust on the days the premises are open to the Public Tuesday-Saturday (excluding Bank Holidays/Statutory Days) for which a service charge will be levied. It will be the responsibility of the Trust, its employees and volunteers to clear up any accidental spillages during opening hours and to keep the premises to an acceptable standard of cleanliness generally but specifically during peak season's, Sunday's and Public Holidays.

Solicitors to insert cross reference to lease regarding obligations.

- 6.8 The Council will submit a quarterly invoice to the Trust in respect of all the charges due, including those for cleaning and the Trust shall pay those charges on an annual basis in arrears subject to the foregoing paragraphs. The Council will hold and retain evidence of the costs due and shall provide evidence of such on request to the Trust.
- 6.9 The Council shall make a deduction from any charge to the Trust of 12½% of the applicable service/cleaning costs associated with common areas identified by area as a % of the demise in recognition of shared usage.
- 6.10 Methodology for determining the value of the Trusts income for charging purposes - the Trust will be seeking and receiving monies from various sources including grants, sponsorship, fund raising events, donations, gifts, gift aid, legacies and other possible sources. Some sources of monies will stipulate how such funding is to be spent and will therefore be shown as restricted funds within the Annual Accounts submitted to the Charity Commission. Restricted Funds shall not form part of the Trusts income when determining the Trusts income for charging by the Council. However, until such time as the Trust can meet its obligations to the Council under the whole agreement the Trust will not actively promote or otherwise encourage the offer of monies to it for bequests, gifts or similar on a restricted basis without the written consent of the Council.
- 6.11 Payment of Grant Funding - The Council will through the delivery phase and operating year 1 receive monies from HLF for the specific use of the Trust. In order to assist the cashflow of the Trust the Council will make payments of such monies in advance of them being claimed from HLF. The Trust will provide evidence of the use of the monies by way of receipts and other documentation as may be necessary to meet the requirements of the HLF and the Council to enable the Council to seek reimbursement and to enable the next stage payment to the Council and the Trust to be made.
- 6.12 Other Grant Funding-the Trust may, by way of requests from the Council, or in consultation with the Council, seek Grant Funding to support the maintenance and repair of the premises or delivery of the approved HLF Approved Purposes. The Parties will support and assist one another to apply for such Grants. The Trust may agree to make such applications on behalf of the premises and, where appropriate, the cost for such would be agreed in writing with the Council prior to starting any application. Such monies obtained through Funding Agencies will be discharged in accordance with the requirements of the Agency. The Council and the Trust shall provide all necessary

written evidence and cooperation as may be required by the Funding Agency to assist with the claiming of the Grants. The Trust will not be liable for any failure to obtain funding applied for. The Council and the Trust accept that all such applications must be made in accordance with the terms of the Agreement of the Parties and cannot be made by one Party in the name of the other. For clarity the foregoing provisions are without prejudice to any applications which the Trust may wish to make in its own name or with other bodies for the delivery of the Gateway Centre and related purposes subject to the terms of the Agreement.

7. GRANT PAYMENTS

- 7.1 Payment of monies by the Council to the Trust (or made on its behalf) in any given year shall only be repayable in the event that the Trust income is sufficient to meet the costs in accordance with the funding formula.
- 7.2 Where direct (as opposed to in kind) payments are required to be made to the Trust by the Council and the Trust does not have sufficient resources to meet those costs as they arise these shall be made quarterly in advance to cover any shortfall in the necessary operating costs and reviewed at year end to establish if any repayment can be made. Direct payments will be limited to necessary operating costs (and shall exclude the sinking fund) and will be invoiced to the Council, quarterly in advance and form part of the quarterly meeting review between the parties.
- 7.3 Arrangements for any supplementary grants or loans shall be considered on a case by case basis.

8. TRUST OBLIGATIONS

- 8.1 The Trust shall comply with the approved purposes of the award by Heritage Lottery Fund and it will be required to seek Council approval for any variation (such consent to be not unreasonably withheld).
- 8.2 The Trust shall maintain appropriate insurances in accordance with Charity Commission best practice and which shall, as a minimum include third party liability, employee/volunteer, fidelity and insurance for exhibitions.
- 8.3 Decoration - without prejudice to the obligations placed upon the Trust within the lease the parties recognise that circumstances may arise whereby unrestricted Trust income is insufficient for the Trust to

be able to meet this obligation and in such circumstances it may ask the Council to reconsider the obligation.

- 8.4 The Trust shall not incur any expenditure or undertake activities inconsistent with the approved purposes which could have the effect of increasing the level of financial support – direct or indirect by the Council without the consent of the Council.
- 8.5 The Trust shall not use the premises for purposes other than providing delivery of the approved purposes. It shall allocate all unrestricted surplus Trust income over cost derived from the premises, the delivery of the approved purposes and unrestricted bequests, gifts or similar towards its obligations to the Council (until such time as those obligations are discharged).
- 8.6 The Trust shall not, unless approved by the Council in advance, provide funding to other bodies from income derived from the premises, delivery of the approved purposes, unrestricted bequests, gifts or similar without the Council's consent.
- 8.7 The Trust shall not dispose of any part of its operations associated with the delivery of the approved purposes without the Council's consent.
- 8.8 The Trust will allow the Council's representative to attend Trust Board meetings as non voting observer(s).
- 8.9 The Trust shall notify the Council of any significant litigation that might affect the Trust.
- 8.10 The Trust shall not change the objects of the governing instrument without the consent of the Council.
- 8.11 The Trust shall retain or achieve appropriate sector standards and use its best efforts to maintain its status.
- 8.12 The Trust shall cooperate with the investigations of any Statutory Regulator e.g. Audit Commission, Commission for Local Administration or other parties properly commissioned with identifying the proper use of Public Resources.
- 8.13 The Trust shall ensure that, in accordance with the approved Bid, the duties and responsibilities of the Development Officer and Learning

Coordinator are restricted to the delivery of the approved purposes and shall make available such information as may be necessary to demonstrate compliance in connection with same. This shall not prevent the Trust engaging the Development Officer for additional unrelated other duties where it can demonstrate to the satisfaction of the Council that no additional obligation arises for the Council in relation to levels of funding or underwriting of the Trust and there is no adverse impact on the resource available to deliver the approved purposes.

9. DEFAULT AND DETERMINATION

- 9.1 The Council shall take action on any material breach by the Trust by issuing a Notice of Breach and the required remedy.
- 9.2 The Trust shall remedy the breach on receipt of the Notice and, if it fails to do so, the Council may move to terminate the Agreement.
- 9.3 The Council may also terminate in accordance with the provisions of para 6.1 (b) (iii)
- 9.4 Termination not to affect the rights or liabilities of either the Trust or Council accrued since termination.

10. WARRANTIES

- 10.1 The Council and Trust to warrant separately, that, to the best of their knowledge, information and belief, they have the powers to enter into the Agreement and that it is legally enforceable on them, that they are not the subject of any relevant legal action, and that there is no other circumstance which would be expected to affect either Parties willingness to sign the Agreement.

11. COUNCIL'S STATUTORY ROLE

- 11.1 Nothing in the Agreement affects the rights of the Council in relation to the exercise of statutory powers or any other capacity, nor to relieve the Trust of any obligation to secure approvals or consents from the Council in its capacity as Landlord or funder.

12. VARIATIONS

- 12.1 No Variation to be valid unless in writing and signed on behalf of both Parties.
- 12.2 This Agreement and the Lease to form the whole Agreement.

13. WAIVER

13.1 No failure or delay to exercise or enforce rights, or partial action, to constitute a waiver or preclude later enforcement.

14. GOVERNING LAW

14.1 The Agreement to be governed by English Law and within the jurisdiction of the English Courts.

15. NOTICES

15.1 All notices under the Agreement to be in writing and delivered as specified.

16. ASSIGNMENT

16.1 No assignment.

16.2 No change of Trustees without the consent of the Council. Solicitors to check – this is not trying to control membership of the Trust but is it a requirement if it relates to those who are signatories to the agreement

17. ARBITRATION

17.1 Either here or in the lease as legally appropriate to identify RICS for matters relating to lease/property and (if this is suitable) a suitably qualified member of the Institute of arbitrators for other matters

If needed something to be clear this can be invoked prior to any exercise of a termination.

