



15th September 2022

Our Ref: NL-21-00216

Amy Webb
Director of Corporate Services
North Somerset Council
Town Hall
Walliscote Grove Road
Weston-super-Mare
BS23 1UJ

Dear Ms Webb

Back from the Brink: Birnbeck Pier

Congratulations! We're happy to tell you that your *Application* has been assessed, and I am pleased to confirm that we will offer you a Development Grant of up to £234,761. This is c44% of the total approved Development work cost of £534,761 towards the Development Phase of the above *Project* which is set out in the *Approved Purposes* below.

The percentage above is your *Grant Percentage*. We have calculated the precise 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 43.9001722%. More information on this can be found within the [Receiving a Grant guidance](#).

Your Development Grant Contract details

Your Grant Contract is made up of:

1. *Grant Notification Letter*,
2. *Standard Terms of Grant*,
3. *Any Additional Grant Conditions*,
4. *Signed Permission to Start Form*.

Project Reference Number: NL-21-00216

Grant Amount Awarded: £234,761.

Grant to be paid to:

North Somerset Council of:

Town Hall
Walliscote Grove Road
Weston-super-Mare
BS23 1UJ

Your Project

What your project will do

Approved Purposes summarise your *Project* described in your *Application*. We will monitor your progress against the following *Approved Purposes* which we agreed to support:

Approved Purposes

- Appoint Evaluation Consultant to develop evaluation strategy and framework for Back to Brink project (capital and activity).
- Appoint 1FTE Community Development Officer (18 month post) to test ideas set out in Indicative Activity Plan; analyse existing and potential audiences for the project; develop a series of engagement and education policies for the project; undertake consultation; and prepare a Detailed Action Plan and Delivery Phase Activity Plan.
- Appoint Design Team to include Architect, QS, M&E, Structural Engineer, CDMC/PD, Building Control, Project Management and Interpretation Design, to develop Back to the Brink project to RIBA Stage 3. A full Design Report should be provided along with artist's impressions, Interpretation Proposals, Conservation Plan and Management and Maintenance Plan.
- Carry out residual surveys to include Condition survey review and update; ecology survey; interior finishes and fixtures survey; archaeological investigations; access audit; mortar and other materials analysis; site investigations; structural investigations; roped/hydraulic hoist access survey; asbestos refurbishment and demolition survey; utilities searches; buildings services survey; below ground drainage survey; tanker jetting to below ground drainage; and Highways consultation.
- Appoint Business Planner to prepare project Business Plan in line with published NLHF guidance and liaise with project team to ensure that the proposals are deliverable and produce a robust project.
- Develop Birnbeck Regeneration Trusts' capacity through programme of training and support.
- Ensure environmental credentials of the project are considered and actioned at all stages of project development and are detailed in Delivery Phase application.

- Ensure that National Lottery players' support of the project are acknowledged and promoted at all stages of the projects development.

What the money is for

The attached Appendix 1 sets out the Approved Project Costs to which the National Lottery Heritage Fund has agreed to contribute, along with any partnership funding.

If you spend less on your *Project* than the Approved Project Costs, we will reduce the final *Grant* payment. The amount will be in proportion to our *Grant* contribution.

When we pay the Grant

We will pay you the *Grant* subject to you complying with:

- the *Standard Terms of Grant* set out in Appendix 2,
- the *Additional Grant Conditions* set out below, if applicable,
- the conditions and requirements set out in the document entitled *Receiving a Grant*.

Additional Grant Conditions

In addition to our *Standard Terms of Grant* you must observe the following *Additional Grant Conditions* in respect of the *Development Phase* of your *Project*.

None.

What your organisation must do

- agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met,
- behave ethically by following the [7 principles of public life](#) and make sustainable choices to reduce your Projects impact on the environment,
- follow the [government Code of Conduct](#) that sets out standards of behaviour for people or organisations that receive government grants,
- agree to send us digital images of the Project, with the agreed relevant permissions,
- take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms and conditions and Standard Terms of Grant and to give us the rights granted to us under them.

Subsidy Control

We need to be satisfied that you have considered whether our funding is a subsidy, and ask for copies of advice you have taken.

Grant Expiry Date

You must complete the *Approved Purposes* of your *Development Phase* and submit your *Completion Report and Final Payment Request* form and *Evaluation Report* by 30th September 2024.

Term of the Grant Contract

The *Development Grant Contract* will last for two years from the date of this letter.

The following documents define the *Project* for which the *Grant* is offered:

1. This letter,
2. Your *Application* dated 25th May 2022,
3. Documents submitted by you in support of your *Application* including all correspondence we have sent you and all correspondence we have received from you.

Withdrawal of the Grant

We may withdraw the *Grant* if:

- You have already started work on the *Development Phase* of your *Project* before we have given you our permission to do so,
- You do not start work on your *Project* within six months of the date of this letter,
- Your *Project* does not pass the *Development Phase Review*. If your *Project* is rejected at this point we will withdraw the remainder of the *Development Grant*,
- If the Grant Expiry Date has passed or the *Development Phase* exceeds the two years, and we do not consider that a convincing case has been made for an extension.

How we will work with you during your Development Phase

What does a Development Grant mean?

A *Development Grant* means that we believe that your *Project* has potential to deliver high-quality *Outcomes* and value for Lottery players' money.

Your *Application* will have been in competition with other supportable projects, so a *Development Grant* is recognition that we value your proposals and want to have the opportunity to assess them in detail in your *Delivery Phase Application*.

A *Development Grant* does not guarantee that you will receive a *Delivery Grant*. We receive more requests for *Delivery Grants* than we can support and will only be able to fund the strongest high-quality bids, so your *Delivery Phase Application* may still be in competition for funding. The total costs of your *Project* may change during your *Development Phase*, but if there is any significant increase in your grant request in the *Delivery Phase Application* this may have an impact on our judgement of the value for money your *Project* offers.

Your Project's Development Phase

You will need to develop your *Project* in line with the proposals set out in your *Application* and the key points to be addressed during the *Development Phase* set out below. We will contact you shortly to arrange a start-up discussion for your *Development Phase*, where we will agree a timetable for progress reporting, grant payment requests and the likely submission of your *Delivery*

Phase Application. More information on this can be found within the *Receiving a Grant* guidance.

Develop your Delivery Phase Application

The deadline for us receiving your *Delivery Phase Application* is 15th September 2024. If we have not received your full *Delivery Phase Application* by then, your *Development Phase* will have lapsed and you will need to start a new *Development Phase Application* if you wish us to consider your *Project* again.

Development Phase Review

The key documents that need to be addressed in the working up of a *Delivery Phase Application* are:

- Activity plan
- Project timetable
- Cash flow for the project
- Income and spending forecasts for five years following completion
- Project management structure
- Spreadsheet detailing the cost breakdown
- Fundraising plan
- Briefs for internally and externally commissioned work
- Job descriptions for the delivery phase
- Business plan (updated)
- Images detailing the impact of the project.
- Management and maintenance plan (if applicable)
- Design specification to RIBA 3
- Interpretation plan
- Conservation plan
- and such other requirements as may be notified to you during the *Development Phase*.

During the *Development Phase* we will ask you to report on progress against these and on how you are doing in preparing the documents that you need for your *Delivery Phase Application*. This will help us to understand how well your plans are advancing and alert us to any issues affecting the timing of your *Delivery Phase Application* submission.

We will undertake a formal review of your progress when you have developed outline costs, which is known as a *Development Phase Review*. This will usually be when your outline proposals are ready and the timing of the review will be discussed at your start-up meeting.

Following this review, we will normally ask you to continue developing your *Project* for the *Delivery Phase Application*. If we raise serious concerns about the viability of your *Project*, if it has changed significantly in terms of the *Outcomes* and *Approved Purposes*, or if your costs and grant request have increased significantly and we consider they no longer represent value for money, we may fail your *Development Phase Review*. If you fail your *Development*

Phase Review you will not be able to proceed with your *Project* or submit a *Delivery Phase Application*.

What you need to do next

You should now read:

- [Receiving a Grant](#),
- Appendix 2: [Standard Terms of Grant](#).

You are required to:

1. obtain our *Permission to Start the Project*,
2. submit *Progress Reports* at intervals agreed at *Permission to Start*,
3. request your *Grant*,
4. provide a *Completion Report and Final Payment Request* form and an *Evaluation Report* when you have finished your *Project*,
5. procure goods, works and services in accordance with the [Receiving a Grant guidance](#).

Obtaining Permission to Start your Project

We will only give you our *Permission to Start* when certain pre-conditions, defined in the [Receiving a Grant guidance](#), have been satisfied. You will need to complete and submit the *Permission to Start* within **six** months of the date of this letter. We will email you within five working days of this letter, when you can start completing it along with guidance on how to do it.

For us to pay your *Grant* by bank transfer (BACS), we need to see a copy of a recent bank statement (from within the last three months), or a cheque a paying-in slip for the relevant account, showing the bank's name and address. We will ask for this when you provide your bank details at the next stage. We will let you know when and how to do this.

We wish you every success with your *Project*. Please contact me if you have any queries after reading this letter.

Yours sincerely



Helen Wheatley
Senior Investment Manager

Cc: Rachel Lewis, North Somerset Council

Appendix 1: Approved Project Costs

Development costs

Cost Heading	Description	Cost	Vat	Total
New staff	Community Development Officer for 18 months	£67,720	£0	£67,720
Professional fees	Architect (£123,096); QS (£34,621); M&E (£34,621); Structural Engineer (£23,080); CDMC/PD (£6,155); Building Control (£15,387); Project Management (£34,620); Expenses (£7,693); Residual surveys (£80,653); Business Plan (£25,000); Evaluation (£2,500).	£387,426	£0	£387,426
Other costs (development phase)	Activity Plan trials and pilots + BRT capacity development	£31,000	£0	£31,000
Contingency	General contingency for Dev Phase (10%)	£48,615	£0	£48,615
Total Costs		£534,761	£0	£534,761

b) Development Phase income

Development income

Income Heading	Description	Secured	Total (£)
Other public sector	Historic England	Yes	£300,000
Grant			£234,761
Total Income			£534,761

c) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost	Vat	Total
Repair and conservation work	Pier Head car park (£180,000); Pier Master House (£460,000); South Toll House (£100,000); Pier	£4,548,900	£0	£4,548,900

	View (£220,000); Gate line (£250,000); Pier Head public realm (£325,000); Pier Bridge Deck (£1,000,000); Sea wall repair (£300,000); Concrete deck (£70,000); 1888 Lifeboat Station (£400,000); Clocktower (£150,000); Pavilion (£300,000); Lighting (£100,000); Prelims (£693,900).			
Professional fees (capital)	Architect (£287,223); QS (£80,782); M&E (£80,782); Structural Engineer (£53,854); CDMC/PD (£14,361); Building Control (£35,903); Project Management (£80,781); Expenses (£17,951); Residual surveys (£14,233).	£665,870	£0	£665,870
Total Costs		£5,214,770	£0	£5,214,770

Activity costs

Cost Heading	Description	Cost	Vat	Total
New staff	Community Development Officer for 4 years (£198,639); Birnbeck Pier staff year 4-5 (General Manager £57,921; Finance Officer £24,605; 3 x support posts £54,160).	£335,325	£0	£335,325
Training for staff	Birnbeck Off Grid: Carbon Literacy Trust training sessions (2 sessions per person for BRT Trustees and staff) £4200; Good Governance (BRT	£7,200	£0	£7,200

	Trustee development) £3000			
Training for volunteers	Birnbeck Off Grid: Carbon Literacy Trust training sessions (2 sessions per person for volunteers) £4,200; Pier Masters Cottage (training for BRT to develop strategy and project; volunteer training in retail and customer service) £2,500; Good Governance (general volunteer training) £9,000; Accessible Birnbeck (volunteer driver training) £1,000; A Future for our Past (woodwork, carpentry customer skills training) £2,000; Next Generation Heritage Skills (accredited heritage skills training) £2000; Birnbeck Volunteers (volunteer workshop sessions) £1500.	£22,200	£0	£22,200
Travel and expenses for staff	Catalyst Heritage: travel to AGM, Workshops, LGA conference etc.	£1,000	£0	£1,000
Travel and expenses for volunteers	Birnbeck Off Grid; Per Master's Cottage' Good Governance' Veterans Project - travel for volunteers	£2,000	£0	£2,000
Event Costs	Catalyst Heritage: (9 events/workshops) £2,000; Birnbeck Digital: (Media events) £5,000; Mesh: (Storytelling, music, singing events around installation) £4,000; SEEMONSTER	£32,500	£0	£32,500

	(children and young people events) £4,000; Women in Engineering £1,500; Live Archive £1,000; Veterans Project £500; Natural Birnbeck (Citizen Science Events and Launch) £5,000; Know Your Place (launch/activity) £2,000; Heritage Schools £1,000; Heritage Open Days £6,500.			
Equipment and materials (activity)	Across all Activity Plan strands to include: Bicycle racks, repair kits, time lapse equipment, webcam, art installation materials, safety equipment; activities signage; activities display materials; archive materials, photographic materials; golf-buggy type vehicle; woodwork/metalwork tools and protective clothing; IT equipment; workshop materials; schools resources etc.	£161,000	£0	£161,000
Other costs (activity)	Other	£46,099	£0	£46,099
Professional fees (activity)	Graphic Design, Film maker, H&S assessments, website etc.	£52,000	£0	£52,000
Total Costs		£659,324	£0	£659,324

Other costs

Cost Heading	Description	Cost	Vat	Total
Evaluation	Evaluation	£17,500	£0	£17,500

Other	BRT capacity development	£12,500	£0	£12,500
Contingency	Contractor contingency 10%; Client contingency 5%; General contingency	£1,335,552	£0	£1,335,552
Inflation	20% to 2026	£1,050,796	£0	£1,050,796
Volunteer time	Estimated 2,535 volunteer days over duration of Delivery Phase - £20p/h x 7 x 2535 = £354900	£354,900	£0	£354,900
Total Costs		£2,771,248	£0	£2,771,248

d) Delivery Phase income

Income Heading	Description	Secured	Total (£)
Other public sector	Historic England	Yes	£300,000
Central government	Levelling Up Fund 2	No	£3,000,000
Private donation - Trusts/Charities/Foundations	Initial campaign	No	£200,000
Other Fundraising	RNLI	Yes	£500,000
Volunteer Time	Estimated 2,535 volunteer days over duration of Delivery Phase - £20p/h x 7 x 2535 = £354900	No	£354,900
Grant			£4,290,442
Total Income			£8,645,342

Appendix 2: Standard Terms of Grant

National Lottery Grants for Heritage

Standard Terms for Development Grants of £250,000 to £5 million

Definitions we use:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund).

'you', 'your' – the organisation(s) awarded the *Grant* as set out in the *Grant Notification Letter* and any organisation which agrees to be joint grantee and to comply with the *Grant Contract*.

Additional Grant Conditions – any additional grant conditions set out in the *Grant Notification Letter*.

Application – your completed *Application* form and any documents or information you send us to support your request for the *Development Phase* of the *Project*.

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application* which comprises the *Development Phase*.

Approved Usage – how you said you would use the product of the *Development Phase* to further the *Project* to the point of submission of your *Delivery Phase Application* (allowing for any changes that we may have agreed up to the release of any of the *Grant*).

Completion Report – the form you must submit with your final payment request once the *Project* is complete and no later than 3 months of completing the *Project*.

Development Phase – the *Approved Purposes* involved in progressing the *Project* to the point of submission of your *Delivery Phase Application*, including the production of designs, plans, and other documents.

Development Phase Review – formal review of the progress of the *Development Phase*.

Delivery Phase – the implementation of the capital and/or activity phase of the *Project*.

Delivery Phase Application – your application for grant funding for the *Delivery Phase* of the *Project*.

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 the *Project*, its achievements and lessons learned.

Grant – the amount set out in the Grant Notification Letter for the *Development Phase*.

Grant Contract – made up of the

- *Grant Notification Letter*,
- *Standard Terms of Grant*,
- *Any Additional Grant Conditions*,
- *Signed Permission to Start Form*.

Grant Expiry Date – the date by which you must complete the *Approved Purposes* as set out in the *Grant Notification Letter*.

Grant Notification Letter – our letter confirming our *Grant* to you for the *Development Phase*.

Other guidance – all other guidance relevant to the *Project* on our website including:

- [Activity plan](#) or [Area action plan](#)
- [Conservation Plan Guidance](#)
- [Evaluation Guidance](#)
- [Good Practice Guidance](#)
- Management and Maintenance Plan Guidance
- [Procurement Guidance](#)
- [Understanding your Heritage](#)
- [Viability and Development Appraisal Guidance](#)

Outcomes – we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of the *Project*. All of the projects we fund will achieve one or more of these Outcomes.

Permission to Start Form – the form you submit to us requesting permission to start the *Project*.

Permission to Start – our written confirmation that you may start the *Project*.

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

Project – the purposes we have approved as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Grant Notification Letter*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Date – the date of the letter we send you letting you know that the *Project* is recorded as complete.

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

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

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – means the duration of the *Grant Contract* set out in the *Grant Notification Letter*.

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* before *Permission to Start*.
3. You must achieve the *Approved Purposes* and make your final *Grant* drawdown by the *Grant Expiry Date*.
4. You must use the product of the *Development Phase* only for the *Approved Usage* during the *Term of Grant Contract*.
5. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *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 guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the *Project*.
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 have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law government requirement and best practice including but not limited to data protection, freedom of information, equal opportunities, employment law, harassment and bullying and safeguarding vulnerable people.
7. You acknowledge that the *Grant* comes from public funds. You must continue throughout the *Approved Purposes* to ensure the *Grant* is compatible with subsidy control law meaning:
 - a. the law embodied in Chapter 3 (Subsidies) of Title XI of the new Trade and Cooperation Agreement agreed with the EU on 30 December 2020;
or
 - b. any domestic law which replaces such subsidy law or the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.

8. You must maintain appropriate records of compliance with subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the *Grant* or any equivalent regulatory body as the case may be.
9. In the event that the *Grant* is deemed to be unapprovable subsidy, this constitutes a breach of our *Standard Terms of Grant* and you will be required to repay the entire *Grant* without delay together with compound interest from the date on which the unlawful subsidy was at your disposal until the date of its recovery.

Project monitoring

10. You must give us any progress reports, financial or other information and records we may need from time to time on the *Grant*, the *Property* (if any), the *Approved Purposes* (and achieving them) and the *Approved Usage*.
11. 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 the *Project* at times agreed with us.

12. 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.
13. We will monitor the progress of the *Project* and will carry out checks during, 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 11, you must take those recommendations into account when meeting your obligations to us.
14. You must take appropriate steps to monitor your own success in achieving the *Approved Purposes* and in using the product of the *Development Phase* for the *Approved Usage*. On completing the *Project*, you must submit your *Evaluation Report* before we will release the final *Grant* payment.
15. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your *Digital Outputs* for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Procurement

16. 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.

17. 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 *Receiving a Grant* and Procurement Guidance available on our website.

Property

18. You must keep any objects or fixtures that form part of the *Property* in a physically secure and appropriate environment.
19. You must tell us, in writing, within five working days about any significant loss or damage to the *Property*.
20. You must arrange for the general public to have appropriate access to the *Property*. You must make sure that no person is unreasonably denied access to the *Property*.

Publicity and acknowledgement

21. All grant recipients must acknowledge our support publicly and make it clear the funding has been made possible thanks to National Lottery players. Your acknowledgement must be prominent, visible and proportionate to the size of grant.

Acknowledgement includes, but is not limited to, displaying our 'Made possible' stamp or logo prominently in your project, and using the message 'Thanks to National Lottery players'.

All grant recipients must acknowledge our support publicly for the duration of the grant contract. Where permanent or long-lasting spaces, places or items (in-person or virtual) have been created, permanent acknowledgement should be used.

We also ask recipients with publicly accessible space to provide special access and/or offers for National Lottery players as part of National Lottery Open Week.

Full details on how to acknowledge your funding, and use of The National Lottery Heritage Fund branding within your project and across your communications are available on [our website](#).

To support our work to promote National Lottery funding and demonstrate the value of heritage, we may ask you to contribute to publicity activities and share learning from your project.

We expect you to let us know about milestones and other newsworthy aspects of your projects, so that we can consider opportunities for joint publicity.

Our communications team may also request your involvement in UK national, country and/or regional PR. This will require you to provide photographic/film assets and a spokesperson for quotes and interviews.

We expect you to amplify any stories in the media via your website, social media and other relevant platforms and networks.

22. Photographs and film footage really help us maximise the reach and impact of our funding through the media. Please share with us any high-quality imagery you produce in your project. If your imagery includes 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 any assets you send to us so that we may use any of them to represent the project across our own digital channels and in the media. It is a condition of grant that all digital outputs produced with grant funding, including photographs, are shared under our default open licence (Creative Commons Attribution 4.0 or CC-BY 4.0), except where an agreement has been put in place. You can find out more about our licensing requirement on our website: [Digital guide: working with open licences | The National Lottery Heritage Fund](#)

Digital outputs

23. You agree to:

- a. grant us a non-exclusive, 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 for the *Term of the Grant Contract*;
- b. apply a [Creative Commons Attribution 4.0 International](#) (CC BY 4.0) *Open Licence* or equivalent, to all grant funded *Digital Outputs*, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal ([CC0 1.0](#)) Public Domain Dedication, or equivalent to:
 - i) code and metadata created in the course of the project; and
 - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. 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 agrees that material may be shared under a CC BY 4.0 *Open Licence* or equivalent.;
- f. ensure that the *Digital Outputs* are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the *Project Completion Date*

g. comply with these *Standard Terms of Grant* in relation to the digital files that make up the *Digital Outputs* for the Term of the Grant Contract. For the avoidance of doubt, this includes ensuring free and unfettered online access to the *Digital Outputs*. You must not release your project's Digital Outputs on other terms without our prior written consent.

Grant payment and repayment

24. We will, up to the *Grant Expiry Date*, pay you the *Grant* or any instalment of it in line with these *Standard 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 *Standard Terms of Grant* and that you are spending the *Grant* in proportion to any other funds you receive from other sources for the *Approved Purposes*.
25. You acknowledge that the *Grant* is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
26. You must repay to us immediately any *Grant* that we have paid you (and we will stop any future instalments of the *Grant*) if:
 - a. you no longer operate, or you are declared bankrupt or placed into administration, 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*;
 - g. you do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
 - h. you fail to make good progress with the *Project* or are unlikely in our view to complete the *Project* or achieve the *Outcomes* agreed with us;
 - i. you fail the *Development Phase Review*; or

j. you fail to keep to any of these *Standard Terms of Grant*.

27. 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*.
28. If you receive money in some way as a result of you not following these *Standard 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

29. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.
30. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of Grant* and to give us the rights granted to us under them.
31. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.
32. We may rely on any of our rights under these *Standard 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 *Standard Terms of Grant*.
33. 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 *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.
34. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting. Or, delivered by email to one or more email addresses as notified in advance by the relevant party to the other party.
35. Any documents you need to send us under these *Standard 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.

36. The *Term of the Grant Contract* will last for the period set out in the *Grant Notification Letter*.
37. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.
38. Our staff, Trustees and advisers cannot give you professional advice and cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding you are still fully responsible for every part of your Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take proceedings against you.
39. You must tell us in writing as soon as possible if any legal claims are made or threatened against you and/or would adversely affect the Project during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation).
40. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, H M Revenue & Customs or any other regulatory body.
41. We reserve the right to introduce new requirements, guidance and/or Additional Conditions and to amend these Standard Terms.