

[REDACTED]
Friends of Prestatyn Railway Station
[REDACTED]

07.02.2014

Project ID: 0010223719

Dear [REDACTED]

**Awards for All
Conditional grant offer**

Congratulations again on your successful application. I am pleased to confirm that we would like to make your organisation a conditional grant offer of £5000 for the following project:

Floral Decorations

Friends of Prestatyn Railway Station will use the grant to enhance the look of the station so that it is more welcoming to residents and tourists. The work so far has seen improved community cohesion as people from diverse backgrounds, age, youth groups and other groups within the town work together to improve the environment. The group are now planning to extend the project to place raised planters on the main platform and plant a wildflower meadow on the the old disused Platform No.1.

The grant is to fund: raised planters, wildflower seed and sign boards.

Confirming the conditional offer

Before we can confirm the grant offer and pay it to you, you need to:

- 1. Read the terms and conditions of grant attached to the end of this letter.**
- 2. If you agree to meet our terms and conditions, sign the declaration at Annex C of this letter.**
- 3. Send us the documents in the checklist at Annex B by 7 March 2014**

If you don't meet the deadline for returning the signed offer letter and the documents requested in the checklist, our offer will automatically lapse. If you won't be able to meet this deadline you must contact us immediately.

The terms and conditions are part of the grant agreement between us, so we must receive them attached to the signed offer letter, with both documents in their original format. **If you detach the terms and conditions or alter either of the documents, we will be unable to accept them and will have to send you a new offer letter, which could lead to a delay in starting your grant.**

Keep the other copy of the offer letter and terms and conditions for your records.

By accepting our terms and conditions, you agree to meet our monitoring requirements. If you don't meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any further applications from your organisation until the situation is resolved. In some circumstances we might take legal action to recover all or part of the grant.

This also means that, if your organisation does not meet our requirements for any other grant agreements with the Big Lottery Fund or Big Fund, payment of this grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.

Use of the National Lottery common brand logo

It is a condition of your grant that you comply with our grant acknowledgement requirements and use our beneficiary logo, so that people know you have received National Lottery funding from us. Please refer to Annex A of this letter and the enclosed Grant Acknowledgement Requirements booklet for details on how to use the logo and acknowledge your grant.

We'd like to help you celebrate your grant and share your news with other people. The Big Lottery Fund website has some tips on publicity and is also a place where we can share your good news. One of the easiest ways you can publicise your grant and promote the work that you do is to use free social media channels. Guidance and information on this and other ways to publicise your grant can be found in the publicity guidance on our website.

When you sign this offer letter, you are acknowledging that you have received the Grant Acknowledgement Requirements booklet and agree that we may give your details to the National Lottery Commission. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

What happens next

You mustn't start your project until we've received and approved the documents you send us. We aim to check everything and get back to you within 10 working days of receiving your documents.

Once you've sent us everything we need, we'll write to you to confirm your grant. You can then start your project and must complete it within twelve months. Our confirmation letter will also give the date that we'll announce the grant to the public and the media, **so make sure that news of the grant is not shared or made public until then.**

[REDACTED] will be your funding officer for this grant. If you've any questions about this letter or the conditional offer, please contact [REDACTED] by email at [REDACTED] or by phone on [REDACTED]

Congratulations on receiving a conditional grant offer. We wish you every success with your project and look forward to hearing from you shortly.

Yours sincerely

[REDACTED]

ANDREW OWEN
Head of Funding

Enclosed:

- grant terms and conditions (attached to this letter)
- Grant Acknowledgement Requirements booklet
- a copy of this offer letter and the terms and conditions for your records.

Annex A

Using the National Lottery common brand logo

The National Lottery common brand logo has been produced to raise the profile of the National Lottery. It is a condition of our grant that you acknowledge funding from us and the National Lottery.

We have developed a special beneficiary logo using the National Lottery crossed-fingers symbol to help people recognise where Lottery funding has gone and to show which projects have been successful in winning Lottery funding. The beneficiary logo is described in the enclosed document (Grant Acknowledgement Requirements booklet).

The National Lottery Commission (NLC) is the owner of a number of trademarks for its 'Crossed Fingers' logo and the words 'The National Lottery', which form part of the artwork we are sending to you. The Big Lottery Fund owns the logo made up of the circle and its name. Together these two elements form your beneficiary logo.

This letter is formal in tone because it relates to intellectual property rights which means there needs to be a clear understanding between us about how you can use the beneficiary logo.

If we confirm your conditional grant offer you may use the beneficiary logo to acknowledge and celebrate your award of National Lottery funding from the Big Lottery Fund. To do this you must comply with the guidelines which are enclosed in the Grant Acknowledgement Requirements booklet, or any future version of

those guidelines which we send to you. This permission is personal to you and you may not transfer any of your rights to another person.

We will share your details with the NLC to enable it to monitor your compliance with their guidelines and to take appropriate action if you are in breach of its terms.

If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo.

We will have the right to end your permission straightaway to use the beneficiary logo, at any time and for any reason. This may be in the following circumstances:

- if the NLC ends our permission to use it
- if you do not comply with the guidelines
- if your grant from National Lottery funds is withdrawn, suspended or terminated.

When this permission ends, you must stop using the beneficiary logo immediately.

Annex B Checklist

Please return the following to us by **7 March 2014**:

- One copy of this offer letter, checklist and the attached terms and conditions of grant, signed at Annex C by the main and senior contacts named in your application form.**

We need original signatures.

We have sent you two copies of this letter and terms and conditions of grant. You must return one of them to us. Keep the other for your records.

and

- A copy of your latest accounts.**
These should be signed and dated by your chair, secretary, or treasurer and by your auditor or independent examiner where appropriate and should not be more than 12 months old.

If your organisation has been running for less than 15 months you may not be able to give us this, so in these cases we will accept a 12-month financial projection for the year when you will spend the grant.

and

- A completed 'Bank or Building Society Account Details form'.**

Please note that we no longer require you to provide a bank or building society statement as described in the Guide for applicants.

and

- Please provide written permission from the landowner to consent to the siting of the planters and to allow the planting to take place**

and (added for Third Sector organisations that do not have a charity, company or HMRC registration number and which are not a community council in Scotland)

- A copy of your organisation's governing document.**
This must be signed and dated by an appropriate member of the organisation, for example the chair or secretary of your committee.

and (added for Third Sector organisations that do not have a company or charity registration number but do have an HMRC number)

- Confirmation that you are registered with HM Revenue and Customs (HMRC) as exempt for tax purposes.**
This must be a copy of the letter you received from HMRC confirming your status.

Send all the above documents in the post to:

Big Lottery Fund
10th Floor
Helmont House
Churchill Way
Cardiff
CF10 2DY

Please keep a copy of everything you send.

Annex C
Friends of Prestatyn Railway Station
Project ID: 0010223719
Project name: Floral Decorations

Accepting the conditional grant offer

This declaration must be signed by the main and senior contacts named in your application form.

Please contact us if either of these people have changed since you sent the application to us, if there have been any changes to the project since you sent us the application, or if there are any other reasons why you cannot sign the declaration.

We need original signatures, not photocopies.

Declaration

We are authorised on behalf of our organisation to accept this conditional grant offer on the terms and conditions enclosed with this letter.

The information in our application form is true and has not changed since we submitted it.

The documents we are returning are current, accurate, adopted or approved by our organisation.

Our organisation has the power to accept this grant and carry out the project described in our application form.

We understand and accept that if we make any seriously misleading statements (whether deliberate or accidental) at any stage during the application process, or knowingly withhold any information, it could make our application invalid and our organisation could be liable to repay any funds.

We have not altered or deleted the original wording and structure of the application form, offer letter, terms and conditions of grant, or this declaration.

Main contact

This must be the person named as the main contact in the application form.

Title	Forenames (in full)	Surname
Position in organisation		
Signed		Date

Senior contact

This must be the person named as senior contact in the application form.

Title	Forenames (in full)	Surname
Position in organisation		
Signed		Date

Terms and conditions of grant

Definitions

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means the Big Lottery Fund and includes your employees and those acting for you.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the signed grant offer letter together with any other conditions we have agreed.

We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and will come into force on the date that we receive the grant payment from you.

1. In general

1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.

1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.

1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.

1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

2.1 We will get your written agreement before making any change to the project or to its aims, structure, delivery, duration or ownership.

2.2 We will start the project within three months of receiving the grant payment from you or if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.3 We agree to make satisfactory progress with the project and complete it within twelve months of receiving the grant payment.

2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.

2.5 We will tell you of any offer of funding for this project from anyone else at any time during the project.

2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.

2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support and the support of the National Lottery in any published

documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project. We understand that you and the National Lottery Commission will monitor our compliance with the guidelines and will take appropriate action if we breach these guidelines.

2.8 We will operate, where possible under the recommendations set out in the Big Lottery Fund's Welsh Language scheme. We will take in consideration the linguistic needs of the beneficiaries of the project and the wider community and act accordingly.

2.9 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

2.10 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.

2.11 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts change.

2.12 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will pay attention to equalities in the way we run the project and in our recruitment and selection of staff. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences required by law or by you.

2.13 If our project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Criminal Records Bureau.

2.14 If we are a charity, we will register with the Charity Commission or the Office of the Scottish Charity Regulator if our income goes over their minimum exemption figure.

2.15 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes all appropriate insurance for any activities we provide, any assets we have purchased with the grant and employee and public liability insurance. If any asset is damaged, destroyed or stolen we must tell you in writing and we must repair and replace it.

2.16 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

3. Our organisation

3.1 We will get your written agreement before:

- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4. VAT

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.

5.2 We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Grant" in our organisations annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

5.3 We will keep proper and up to date accounts, personnel and payroll records for staff funded by you, invoices and other relevant records for at least seven years after the termination of our grant, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.

We will complete all statutory returns for employees and make relevant payments to cover their pensions and salary deductions such as income tax and National Insurance contributions.

5.4 We will report regularly and fully to all members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services required to deliver the project.

6. Grants for assets and services

6.1 If any part of the grant is used to buy, individually or as a series of purchases, equipment or other capital assets which cost over £250 or pay for professional or sessional staff services then we will obtain competitive quotes to show we have obtained value for money from the grant. We will keep all receipts and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.

6.2 We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide the consent it may require that the sale is at full market value and/ or subject to conditions requiring us to repay all or part of the money we receive.

7. Monitoring

7.1 We will monitor the progress of the project and complete any reports you require using the forms you send us.

7.2 We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project or about our organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor or publicise the project and/or evaluate your grants programmes.

7.3 We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received to your satisfaction the evidence of expenditure you have requested for the period of the Grant Agreement.

7.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

7.5 We will tell you immediately if there is to be any variation in the way we deliver the project.

8. Payment of grant

8.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.

8.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal.

We will not use ATM's or debit cards to make cash withdrawals or payments from this account for any purchases in relation to this project. We will not pay for items

funded by the grant above £100 with cash payments and this will be evidenced in the receipts.

We will not pay through internet transactions for any purchases in relation to the project without your prior approval.

9. Length of Grant Agreement

9.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longer time:

- For one year following the payment of the grant.
- As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

10. We understand that

10.1 You can only guarantee the grant as long as funds from the National Lottery are available and you continue to operate.

10.2 You may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may, at your sole discretion and without payment to us, be broadcast on television, on your website, in newspapers and through other media.

10.3 You will not increase the grant if we spend more than the agreed budget.

10.4 You accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the grant or from a withdrawal of our grant.

10.5 You may demand repayment (and we will repay when asked) of all or part of the grant at your absolute discretion, in any of the following circumstances if:

- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force;
- We completed the application form dishonestly or significantly incorrectly or misleadingly;
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement;
- Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation;
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body;
- We receive duplicate funding from any other source for the same or any part of the project;
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;

- At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant;
- We are or become legally ineligible to hold the grant and/or
- If you have reasonable grounds to believe that it is necessary to protect public money.

10.6 You may demand repayment of all or any of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors.

10.7 We acknowledge that the grant comes from public funds and we 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 we will repay the entire grant immediately.

10.8 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.

10.9 You may reject any future application from us to other programmes you run if we do not comply with these terms and conditions or you judge that we did not handle the grant adequately or if we failed to complete any requests for information you made to us.

11. Additional conditions

11.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

- We are in breach of the Grant Agreement;
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body; and/or
- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.