

# Receiving a grant guidance: £250,000 to £10million

This guidance sets out how you will receive your grant of £250,000 to £10m.

It also explains what we expect of you before, during and after receiving it.

**Page last updated: 30 May 2023.** [See all updates.](#)

## Introduction

Congratulations on being awarded a Grant, we look forward to helping you deliver a successful Project. The funding you will receive is public money from National Lottery players, and we have a duty to make sure that it is managed in an accountable way. This means that there are a number of processes that you need to follow throughout the life of your Project. We try to make these proportionate to the level of Grant you are receiving.

We appreciate that this may be the first time you have received funding from us and you may be unsure how to request your Grant and keep us informed about your progress. This document will explain what to do and will answer any queries you may have.

We like to work in a collaborative way, so keep in touch with us if you need our support. Your first point of contact with The National Lottery Heritage Fund is the person named in the Grant Notification Letter. We expect you to respond promptly to any requests for information and to discuss any substantial changes to your Project with us. You must address any issues we identify throughout your Project.

We will be in touch soon to arrange a start up meeting and we may arrange numerous meetings with you, including site visits, throughout the duration of the Development and Delivery phases of your Project. We ask that you invite us to key Project events and openings and we will aim to send a representative where possible.

We will carry out checks throughout your Project to confirm that you are delivering the Outcomes identified in your Application and the Approved Purposes set out in your Grant Notification Letter.

Your Grant Contract with us, the Funder, is made up of the following:

- Grant Notification Letter;
- Standard Terms of Grant;
- any Additional Grant Conditions;
- signed Permission to Start form.

If you do not comply with the Grant Contract, we reserve the right to request repayment of some or all of your Grant.

This document sets out our standard practices but please note we may choose to vary our processes depending on the specific circumstances of your Project.

We have created a useful Glossary of Terms which is in Appendix D. If you are unsure of any terms used in this document, refer to this section.

This guidance refers to both Development and Delivery phases. A Development phase award does not guarantee that you will receive a Delivery phase award.

## Top tips

- don't start your Project before we give you permission
- consider evaluation of your Project from the beginning
- acknowledge your funding and promote the National Lottery
- keep track of your Project spend
- keep track of your Project timetable
- keep all invoices and receipts organised
- know your Approved Purposes
- review and learn from what you are doing
- remember to claim your Grant
- make sure you speak to us about any issues
- keep Project evidence, for example from launches, workshops and promotion
- above all else, enjoy your Project

## Project timeline

### Development phase (two years to complete)

1. attend Development award start up meeting
2. submit Permission to Start within **six months**
3. complete Development Phase review
4. submit Delivery Round Application
5. submit Completion Report within **three months**

### Delivery Phase (5 years to complete)

1. attend Delivery award start up meeting
2. submit Permission to Start within **six months**
3. deliver your Project activity
4. submit Completion Report within **three months**
5. duration of terms of contract up to **20 years**

## How we will work with you

This section explains the guidelines we expect you to follow when delivering your Project. If you are unsure of any of the points raised, get in touch with us.

## **Important documents**

We recommend that you familiarise yourself with the following documents before starting your Project:

- Grant Contract
- application guidance
- acknowledgement section of our website
- evaluation guidance
- good practice guidance

All guidance is available in the [Funding](#) and [Good practice guidance](#) sections of the website.

We recommend that everyone closely involved in the delivery of your Project is familiar with the Application you submitted to us, in particular, the Outcomes and the Approved Purposes you committed to deliver.

## **Grant Expiry Date**

Your Grant Expiry Date is given in your Grant Notification Letter. It is based on the Project timescale that you identified in your Application.

You must complete your Project and submit your Completion Report and Final Payment Request by the Grant Expiry Date.

If you experience delays in delivering your Project, you can request an extension to the Grant Expiry Date.

We try to be flexible but cannot guarantee an extension. If you do not complete your Development phase by the Grant Expiry Date your Project is at serious risk. We may decide to withdraw the offer of your Grant and you will not be able to proceed with the Delivery phase of your Project.

In the Delivery phase if your Project takes more than a maximum of five years to complete from the date of your Grant Notification Letter, we may close your Grant and ask for the repayment of all or part of your Grant.

## **Promotion of your National Lottery Grant**

Promoting and acknowledging The National Lottery is a condition of the Grant Contract. You can find out more about [our minimum requirements for acknowledgement on our website](#). As well as acknowledging your Grant we expect you to provide special access and/or offers to National Lottery players, on at least an annual basis. For example, we may ask you to participate in a campaign to thank Lottery players, for instance the #ThanksToYou campaign.

We expect you to develop innovative and creative offers or promotions designed to thank National Lottery players for their support and to raise awareness of the funding you have received. Examples of these, and other imaginative things that Projects have done can be found on our website.

If your Grant is for more than £1m towards a new exhibition space, visitor centre, community garden or other public facility, we would also like to discuss how The National Lottery might best be incorporated into the name of the space or site.

You must acknowledge your Grant publicly as soon as your Project starts by displaying The National Lottery acknowledgment logo. The logo can be found on our website in the [acknowledgment section](#).

You must also make sure you include The National Lottery logo on any information you produce about your Project, for example, on public consultation or fundraising information or materials. You must also include the logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents or job adverts that are funded by your Grant. Please refer to our website for more information.

If you do not comply with your acknowledgment guidelines we reserve the right to stop making payments and to request repayment of some or all of your Grant.

If you need any help or have any questions about acknowledging your Grant, please get in touch with us.

## **Grant publicity**

It is important to publicise your Grant award to local media so that National Lottery players know where their money is being spent. We ask that you keep your Grant 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 20 days of your Grant Notification Letter.

We can assist you with queries about publicity and the media. A template press release can be found on our website. The template includes the correct wording, so you will just need to insert your Project information where required.

## **Project Support Consultants (known as RoSS consultants)**

We will carry out a risk assessment to determine the needs of your Project. In certain circumstances we may commission a Project consultant from our Register of Support Services (RoSS) to help support you to deliver your Project. This support may relate to general Project management, or to specific areas such as construction management, business planning, natural environment, public engagement and digital. In addition to specialist expertise, our consultants are skilled in providing mentoring as well as in monitoring Projects. The consultant is appointed and paid for by us. They work on our behalf and will report to us.

We will draw up a brief for the consultant, decide the length of the commission and formally commission the consultant. The consultant may attend or arrange progress meetings with you and

your Project team, make site visits and review Project documentation as directed by us.

If you have any questions regarding the role of your consultant, speak to us.

In addition to providing you with advice and guidance, the consultant will also report back to us on your progress against your Approved Purposes or part thereof. Please note that only we can agree changes to your Approved Purposes.

## **Start up meeting**

Once we have notified you that your Grant has been successful for either Development or Delivery phases we will usually contact you to arrange a start up meeting.

The purpose of a start up meeting is to:

- clarify Development phase work
- agree Development phase Project management, procurement and programme
- set out the reporting, monitoring and Grant claiming requirements
- discuss any legal points concerning ownership
- ensure partnership funding is in place for this phase
- discuss your Project evaluation
- discuss organisational resilience
- discuss The National Lottery acknowledgment
- if applicable, we may introduce you to a RoSS consultant

During the start up meeting we will agree the lines of communication and when your Development phase review is likely to take place.

We will also agree a reporting structure of when you should submit Project Updates.

## **Development phase review**

As stated in your Grant Notification Letter we will undertake a formal review of your progress once outline proposals and costs have been developed. The timing of the review will be discussed at your start up meeting.

The main purpose of the review is:

- to confirm that the Project is being developed in line with the Approved Purposes identified in your Grant Notification Letter and the Outcomes you selected in your Application
- to provide an update of costs and fundraising progress
- to provide an update of compliance with our Property ownership requirements, for example, progress with lease negotiations
- to discuss whether the Project risks are manageable

You will need to submit a Project Update ahead of the review. The Project Update should be accompanied by draft key documents depending on the type of Project you are completing.

The draft key documents may include the following:

- Activity Plan or Area Action Plan
- cost plan to RIBA stage 2 equivalent
- drawings and plans at RIBA stage 2 equivalent
- Interpretation plan
- Business plan
- Conservation plan
- Delivery phase partnership funding
- details of Property ownership position
- timetable for completion of Development phase and Delivery phase
- Risk Register

If there have been significant changes to your Project the review provides the opportunity for us to highlight risks, areas of concern and where further work is needed.

If we raise serious concerns about the viability of your Project, or that it has changed significantly in terms of the Outcomes and Approved Purposes, 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.

## **Procurement: consultants, contractors and suppliers**

In all projects, when you use your Grant to purchase goods, works or services, we will ask you to give us details of the procurement, which is the buying, tendering and selection process. If you have already purchased goods, works or services for your Project, you will need to tell us how you did it. We cannot pay your Grant if you have not followed this procedure.??

You should always consider equality of treatment, transparency, mutual recognition and proportionality when procuring any goods, works or services.??

If you are a Public Body grantee or your Project is subject to Public Procurement legislation, then you must follow the relevant legislation.???

Procedures to recruit consultants and contractors must be fair, open and comply with relevant equality and employment legislation. Fees for any consultants or other professionals that you recruit during the Project should be in line with professional guidelines and be based on a clear written specification. If any of the contractors, suppliers or consultants you wish to appoint are linked, for example close friends or relatives, or if there is any financial link such as ownership of these suppliers you will need to get our written permission first.?

If you are unsure about your obligations, we advise you to take professional or legal advice.?? ?

### **Under £10,000?**

If you are buying goods, works or services for under £10,000 you do not need to openly tender for these or get multiple quotes. We will still expect you to show overall value for money.??

## **Between £10,000 and £50,000?**

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

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your Project, you should look at the overall value for money and the skills, experience and financial viability of the contractor, supplier or consultant.??

## **Above £50,000?**

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 do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money and the skills, experience and financial viability of the contractor, supplier or consultant.??

In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:?

- the total price of the contract is less than £10,000
- a framework agreement is in place for the supply of goods, works or services which has been previously competitively tendered, and the goods or services are directly relevant to the scope of the Project. Or there is a project contract in place, which has previously been competitively tendered, and it is logical to extend it to cover additional work. In this case you must confirm that:??
  - for capital works, the prices of most elements of work, including preliminaries, overheads and profits can be directly applied from the existing contract to the new work
  - the new work is smaller in scale and is of a similar type to the main contract work
  - the contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced
  - the existing contract restricts work being undertaken by others
- the goods, works or services required are unique as set out in a non-branded requirement specification and it is not possible to obtain them from other sources by competitive tender
- you can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others
- emergency work where it can be shown that time taken to obtain tenders would put the Project at risk and add considerably to eventual costs
- the company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee

We will also require you to consider social values in your procurement, including:?

- diverse supply chains?
- improved employability and skills?
- inclusion, mental health and well-being?
- environmental sustainability?
- safe supply chains?

You should make sure that any contractor/supplier/consultant or Partner who may contribute to the creation of digital outputs is aware that we require projects to share these under a Creative Commons Attribution 4.0 International licence or equivalent. You need to make sure that you have agreement for the works to be shared in this way. Where this is not possible, you must seek written agreement to make alternative arrangements with us, for example to use an alternative Open Licence, prior to issuing any contract of work.

## **Recruitment 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 Project
- 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

We may ask to see evidence of the recruitment procedure you followed.

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, whichever cost is less. Backfilling a post is where an employee is assigned to a new job and their position is temporarily filled by another employee.

If you wish to appoint new members of staff to your Project who are linked with any members of staff at your organisation, for example, any close friends, relatives, or ex-employees, you will need to get our written permission first.

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

We are committed to ensuring that the heritage sector is inclusive and sustainable. You must use the Living Wage rate (and London Living Wage where applicable) for all Project staff.

## **VAT**

We cannot cover the costs of VAT that you can reclaim, it is therefore your responsibility to seek appropriate advice.

If your VAT status changes during your Project we will reduce our contribution to the costs where you have managed to claim back the VAT.



## **Photographic record**

We expect you to capture photographs throughout your Project showing your progress which you should submit with your Project Updates. You will need to provide at least five high-resolution photos showing different aspects of your Project within your Completion Report and Final Payment Request.

The images should show your Project in action and its outcome. You will need to provide a sample of images that show your Project before, during and after it is finished. When completing your Project Updates, Completion Report and Final Payment Request you can let us know if material from your Project is available on the internet and where it can be found.

We may make use of your images in publicity material. You give us the right to use images you provide us with at any time, including altering them. You must get all the permissions required for you and us to use the images before you use them or send them to us. These images, along with other digital outputs from your Project, should also be shared with an Open Licence (Creative Commons Attribution 4.0 International). If you are not the rights holder, you must ensure you have agreement to share these images under this specified Open Licence.

You must make sure that you collect appropriate written consent from anyone who appears in these images so that they can be used in publicity and promotional materials and can be shared online under the specified Open Licence. This is particularly important where images include young people or vulnerable adults and where specific permission must be sought in advance. If you require any guidance on this please speak to us.

If your images are not suitable for sharing under an Open Licence, other arrangements will need to be put in place. Please speak to us as soon as possible.

## **Community Grants Scheme**

As part of your Project, you may have asked us to contribute towards a ring-fenced pot of money that you can use to fund other groups or organisations. We call these Community Grantees who deliver small discrete Projects (Community Grants). These Community Grants will contribute to the overall aims of your Project. Any Grants like this must demonstrate good value for money and public benefit should outweigh any private gain. You will manage the funding pot, develop an application process with a decision panel and monitor progress. The Community Grant Scheme must also be publicised by you, so it is widely known and open to all.

These grants may include activities on, and/or capital works to, land in third party ownership (see Appendix B).

## **Payment of your Grant**

### **Development grants under £100,000**

Your Grant will be paid in three instalments:

- You will receive 50% of your Grant in advance once you have successfully submitted the Permission to Start form and the Payment Request.
- You will receive the next 40% once you are able to provide evidence that the first 50% of your total Project costs have been spent and you have submitted a Project Update and Payment Request.
- The final 10% of your Grant will be paid in arrears once your Project is complete and you have submitted the Completion Report and Final Payment Request.

Once you have completed the Permission to Start, you will receive another email asking you to provide us with your bank details and a copy of a recent bank statement, paying in slip or cheque.

**Your bank account name must match the name of the organisation in your application.**

We will let you know once we have authorised the payment of the 50% of your Grant. We will not make any Grant payments to you until your Permission to Start has been processed.

We aim to release your Grant within 10 working days of receiving your completed form and supporting documents.

We will only pay the full final 10% of your Grant if:

- the total Project costs have been spent
- you can evidence that the final 50% of project costs have been spent in your Completion Report and Final Payment Request

If you spend less than your agreed costs for your Development Phase and your Project completes under budget you will need to return any Grant that has not been spent to us. This will be calculated based on your overall Project costs and the Grant Percentage identified in your Grant Notification letter.

If you spend less than expected on your Development phase, you cannot transfer the underspend to your Delivery Grant.

## **Development grants over £100,000 and Delivery grants**

Your Grant will be paid in arrears once you provide evidence of Project expenditure. We will agree a payment schedule with you and payments will be made as the Project progresses, subject to you providing evidence of expenditure.

You will need to submit a Payment Request for your Grant. We typically expect a Project Update to be submitted with the Payment Request, as we usually only release payments after being satisfied with the progress of your Project.

We will pay a proportion of the costs you have incurred based on the Grant Percentage. For example, if you provide invoices totalling £50,000 and the Grant Percentage is 85%, your Grant payment will be £42,500.

We aim to release your Grant within 10 working days of receiving your Payment Request and supporting documents.

When you submit your first Payment Request, you will need to complete the Tell us your bank details form and send us a copy of a recent bank statement, paying in slip or cheque.

**Your bank account name must match the name of the organisation in your application.**

We withhold the final 10% of your Grant until the Project is completed. We will only pay the full 10% if the total Project costs have been spent and are evidenced in your Completion Report and Final Payment Request.

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. This will be calculated based on your overall Project costs and the Grant Percentage.

## Permission to Start

Once we have told you that you have been awarded a Grant and you have received your Grant Notification Letter, you will receive an email asking you to sign into your online account and complete your Permission to Start.

We normally expect you to submit your Permission to Start form within **three** months of the date of your Grant Notification Letter. If there are substantial delays and it has not been received within six months we may decide to withdraw the offer of your Grant.

Before we can grant you permission to start your Project and release your Grant, you will need to complete the following tasks (if applicable):

- secure partnership funding for Development or Delivery phase as appropriate (if identified in your Application)
- obtain statutory permissions, for example listed building consent or faculty (Delivery phase only)
- secure any necessary licences, for example a newt or bat licence
- secure ownership of freehold or leasehold Property to meet our requirements – see Appendix A (Delivery phase only)
- create a programme for how you will complete the Development or Delivery phase as appropriate
- create a cash-flow for Development or Delivery phase as appropriate
- define a Project management structure showing names and lines of responsibility
- describe your proposals for procurement

You will also need to:

- tell us if there are any changes to your Project since you first applied, for example changes to partners or cash contributions
- check the details we have about your project are correct
- send us any new evidence for your Project, for example cash contributions, permissions or licenses
- read the Grant Notification Letter and the Standard Terms of Grant
- read the Receiving a Grant guidance

You will need to send us:

- proof of cash contributions and/or a fundraising plan (mandatory if applicable)
- proof of Property ownership, for example, up-to-date copies of the Land Registry title register with plan, leases and evidence of any existing mortgages (mandatory if applicable)
- proof of any necessary statutory permissions or licences (mandatory if applicable)
- updated Project plan (mandatory if there have been substantial changes since you applied for your Grant)
- project cash-flow forecast (mandatory for Projects that are undertaking capital works)

The form will ask you:

- to provide details of two signatories authorised to sign on behalf of your organisation
- if you are applying on behalf of a partnership and, if so, for the full name of the person signing on behalf of your partner
- to tick a box to confirm you agree with the Declaration
- to download, sign and upload the completed form

We will inform you when we have approved your Permission to Start. You should not start any work on your Project until you have our written permission to do so. If you do so it is at your own risk.

## Updating us on your Project

You must get in touch with us as soon as possible about any problems or significant issues that arise during the course of your Project. For example, changes in costs, serious delays, or failure to deliver the Approved Purposes and Outcomes. This is so that we can respond and support you as appropriate.

Let us know in advance about any events and update us on any successes and good news stories.

### Project changes

You cannot change the Approved Purposes of your Project without our prior written agreement. If you want us to consider any changes to your Approved Purposes you must send us written details of the reasons for the request and explain how it will affect:

- the quality and Outcomes of your Project
- the cost of your Project
- the time you need to complete your Project
- the future viability of your Project

We may then re-assess the Project or take any other action we consider necessary. We may give permission for the change only if you agree to keep to extra terms and conditions.

Any changes that are agreed with us must be in writing and should also be reported in your Project Updates and/or Completion Report and Final Payment Request.

## **Timetable delays**

If you think that you will not be able to complete your Project before the Grant Expiry Date identified in your Grant Notification Letter, then get in touch with us.

We try to be flexible but cannot guarantee an extension. We expect the Development phase of your Project to take no more than two years to complete from the date of your Development phase Grant Notification Letter. For the Delivery phase you have a maximum of five years to complete your Project from the date of your Delivery phase Grant Notification Letter.

## **Budget changes**

Your Grant Notification Letter includes the Project costs agreed as part of your Grant. All money spent on the Project should be reported against these cost headings.

If you need to make minor changes and move funds between these cost headings in order to achieve your Approved Purposes you can report on this in your Project Update. You must demonstrate how these changes helped you to deliver your Project.

You must get in touch with us, in advance, if you want to propose any substantial changes to these cost headings and for any major spending of your contingency.

If you spend less than your agreed costs and your Project completes under budget, we will adjust your final payment accordingly and you may need to return some of your Grant to us.

If the total Project cost increases during the course of the Project, we will only consider increasing your Grant in exceptional circumstances. In this case you will have to provide further information.

## **Project Update**

We will monitor the progress of your Project to confirm that it is delivering the Outcomes identified in your Application and the Approved Purposes set out in your Grant Notification Letter. In between submitting your Project Updates, it is important that you keep us informed of progress in reaching key milestones, for example appointment of contractors or staff, or issues arising so that we can respond and support you as appropriate.

You will also need to send us:

- photographs showing the progress of your Project (mandatory)
- a record of activities or events that you have arranged (mandatory)
- job descriptions/details of recruitment (mandatory if applicable)
- procurement reports (mandatory if applicable)

## **Payment Request**

When you have invoices or receipts to demonstrate your Project expenditure you will need to submit a Payment Request with your Project Update to request a Grant payment.

You will also need to send us:

- project invoices received during the reporting period (mandatory)
- table of costs for amounts of less than £250 or £500, depending on the level of Grant awarded (mandatory if applicable)

## Completion Report and Final Payment Request

Once your Project is complete you must send us the Completion Report and Final Payment Request. This form will allow you to claim the final payment of your Grant (up to 10%). We recommend that you do this as soon as you can gather all the information together and while your Project is still fresh in your mind.

This form **must** be submitted within **three months** of completing your Project. If we do not receive the report within this timescale, we may withhold your final Grant payment or ask for the repayment of some or all of your Grant.

By complete we mean:

- your Project is finished, and you have achieved your Approved Purposes
- you have acknowledged your Grant and promoted The National Lottery
- you have a Practical Completion Certificate (for Projects that have undertaken capital works)
- you have evaluated your Project and created a report
- you can supply high resolution digital Project photographs and proof of acknowledgment of our funding
- you have listed the Project's digital outputs and provided the web address (URL) of the website or websites where they can be accessed

Please note: we will not make your final payment until we have received and reviewed all the required information including your Evaluation Report.

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.

We will continue to keep in contact with you at intervals after the Project is completed including through our Customer Surveys.

### Projects completing under budget

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. If the underspend is less than 10% of your Grant we will adjust the final payment of your Grant accordingly.

If the underspend exceeds 10% of your Grant you will need to return the unspent Grant to us via BACS transfer (bank details are available upon request). Your final payment will be calculated based on your overall Project costs and the Payment Percentage identified in your Grant

Notification Letter.

**Worked example:**

- Total Project cash costs are £500,000 (discounting the volunteer time and non-cash contributions). Your Grant is £400,000 and your cash contribution is £100,000. The Payment Percentage is therefore 80% (Grant divided by agreed costs).

If your Project completes under budget we will adjust your final payment accordingly and you may need to return part of your Grant to us based on the Payment Percentage.

**Worked example:**

- If your Project is £10,000 under budget and your total evidenced spend is £490,000, then based on the Payment Percentage of 80% your Grant would be adjusted to £392,000. Therefore, your final payment would be adjusted from £40,000 to £32,000.

## **Project Completion Date and Grant Contract duration**

The formal Project Completion Date is the date of the letter we will send you at the end of your Project. This tells you that we have received all the necessary documentation to record your Project as complete.

Your Grant Notification Letter states the duration that the Grant Contract will apply to your Project during which you must maintain your ongoing Project commitments. These start once we have signed your Permission to Start form and may last for a number of years after your Project completes, depending on the nature of your Project, as follows:

- **Activity:** for example, an exhibition and/or event with no digital outputs. The Grant Contract ends on the Project Completion Date.
- **Capital:** for example, new building or restoration works. The Grant Contract ends 20 years after the Project Completion Date.
- **Digital:** for example, the creation of a website. The Grant Contract ends 20 years after the Project Completion Date.
- **Acquisition:** if your Project includes buying a heritage item, land or building, the terms of the Grant Contract will last indefinitely. If you wish to dispose of what you have bought in future, you must ask for our permission and we may claim back all or part of your Grant (see Appendix A).

A delay in submitting your Completion Report and Final Payment Request will extend the duration of the Grant Contract.

## **Appendix A: property ownership**

### **Ownership**

We expect you to own any Property (land, buildings, heritage items or intellectual property) on which you spend your Grant. If you do not meet our ownership requirements, you will need to improve your rights in your Development phase (for example, by amending or extending a lease) or include the owner as a joint applicant in your Application. For further guidance on our requirements for land in third party ownership see Appendix B.

## **Land and buildings**

For Projects that include works on land and buildings, you must own the freehold or have a lease that meets our requirements:

- 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 Project Completion Date
- we do not accept leases with break clauses (these give one or more parties to the lease 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

## **Acquisitions**

If your Project involves buying land or buildings, you must buy them freehold or with a lease with at least 99 years remaining.

As part of the acquisition process your solicitor will need to sign an undertaking in a form which we will supply.

## **Taking security for the Grant**

### **Legal charge**

It is our policy to take a charge over the Grant-funded Property when you are a non-public body, your Project involves capital works and your Grant is over £250,000.

Before Permission to Start we will require:

- your solicitor to provide official copies of the current title register with plan or the necessary information to enable us to draft the charge documentation
- an undertaking from your solicitor to act on our behalf to carry out all relevant pre-completion searches and to register the charge at the Land Registry and at Companies House (if appropriate)
- a certificate of title completed by your solicitors in a form which we will supply

You will be responsible for the fees and costs of your solicitor, but you may include the cost of legal advice as part of the Project costs in your Application.



We will not issue Permission to Start until we have received the relevant security documents completed to our satisfaction.

### **Restriction on Title**

If you are a public body such as a local authority or a university, we will require a restriction on your Land Registry title to ensure you seek our consent before entering into any future transactions relating to the Grant funded Property.

Before Permission to Start we will require an undertaking from your solicitors to lodge such a restriction at the Land Registry.

### **Solicitor details**

If either of the above security requirements apply to your Project, you will need to send us your solicitor's contact details as soon as possible following your Delivery phase Grant Notification Letter.

### **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), you must buy or own the item outright.

We cannot fund private individuals or for-profit organisations to buy buildings, land or heritage items.

If you are borrowing item/s as part of the Project (for example, for an exhibition) and are asked to contribute towards the costs of conservation then we may accept this cost if it forms a small part of your Project. The owners of the item/s may need to be tied into your Partnership Agreement or tied into the Grant Contract if a Grant is awarded. Contact us to talk about this if you think this will apply to your Project.

If your capital building Project is for the purpose of storing or displaying a collection that you do not own, we will require the owner of the Collection to be tied into the Grant Contract if a Grant is awarded. Contact us to discuss this if you think this will apply to your Project.

In some circumstances we may require a fixed charge over a heritage object or collection.

### **Digital outputs**

We are using the term 'digital output' to cover anything you create in your Project in a digital format which is designed to give access to heritage and/or to help people engage with and learn about heritage. For example, this includes photographs, text, software, web and app content, databases, 3D models, sound and video recordings.

We have specific requirements for digital outputs produced as part of any funded Project, which are set out in your Standard Terms of Grant.

Items created in the management of the Project, for example, emails between team members and records of meetings are not included in the requirement.

All digital outputs must be:

- 'Available': the outputs are freely available online, copies of the digital files are held securely and you can give access to these on demand for **20 years** from the Project completion date, unless we have agreed otherwise.
- 'Usable': the outputs function as intended and are kept up to date.
- 'Open': digital outputs are licensed for use under the [Creative Commons Attribution 4.0 International \(CC-BY 4.0\) licence](#). Code and metadata should be released under a Public Domain Dedication, unless we have agreed otherwise.

There is more information about our licensing requirements for projects on our website.

We expect:

- websites to meet at least W3C AA accessibility standard
- you to use open data, software and services where possible
- you to contribute digital outputs to appropriate heritage collections and open knowledge projects

If you are creating digital outputs you must provide a management and maintenance plan with your Delivery phase Application.

## **Appendix B: land in third party ownership**

### **For nature and landscape Projects**

Where the land which is the subject of your Grant is owned by a third party or multiple third parties, agreements should be put in place between the Grantee and each land owner. There is no prescribed form of agreement, but the National Lottery Heritage Fund has specific requirements which should be included in any third-party land owner agreements. At a minimum, the land-owner agreements should include the following:

- details of the parties
- confirmation as to how the land is held (freehold or leasehold)
- a description of the Property (including plans)
- covenants on the part of the land owner to maintain the land and provide public access in accordance with the terms of the Grant Contract (as applicable)
- a provision that any onward disposal should be subject to the third-party agreement
- that the agreement will last for 10 years following the Project Completion Date

You will need to provide us with copies of the landowner agreements to ensure compliance with these requirements. The land owner agreements will need to be completed and in place before any Grant monies are released for work on each plot of land owned by a third party.

## **For capital works to built heritage – such as buildings, or ornamental gardens**

If your Project involves substantial work to a heritage building which is owned by a third party, we will usually expect the owner to become a joint Grantee or to grant you a lease which meets our requirements (as set out above). In some situations, rather than becoming a joint grantee, we may ask them to sign a side letter which we will prepare.

### **Community Grants**

You may wish to make Community Grants payments to third party owners (including private owners) for activities and capital works that contribute to achieving Project Outcomes. If you are the lead applicant, you are responsible for ensuring that the specific Project Outcomes are delivered by third party landowners (the Community Grantees) and that the Grant Contract is complied with, including repayment of the Grant if necessary.

This should be formalised through third-party agreements. These should define the Outcomes to be delivered on third party land and secure the management and maintenance of capital works from the expected date of the works' completion, until 10 years after the Project Completion Date. This should be a legal agreement between you and the Community Grantee.

### **Legal costs**

You may include the costs of adapting and setting up any third-party agreements, including the cost of taking legal advice, as part of the costs in your Application.

## **Appendix C: invoices submitted with Payment Request**

All invoices submitted to us as evidence of spend should be clear, legible, and be for eligible works against the Approved Purposes we have 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 damaged or tampered with.

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

Invoices must have:

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

## Appendix D: glossary of terms

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

**Application** – your completed Application form and any documents or information you send us to support your request for a Grant.

**Approved Purposes** – the Approved Purposes summarise the Project described in your Application.

**Funder** – the Trustees of the National Heritage Memorial Fund who administer the National Lottery Heritage Fund.

**Grant** – the amount we have awarded you set out in your Grant Notification Letter.

**Grant Contract** – made up of the following:

- 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 Project as set out in your Grant Notification Letter.

**Grant Notification Letter** – the letter that formally advises you of the award of your Grant.

**Grant Percentage** – Grant divided by total Project costs.

**Open licence** – an open licence grants permission to access, re-use and redistribute a work with few or no restrictions. There are various open licences available but the default open licence required is the [Creative Commons Attribution 4.0 International](#) (CC BY 4.0) licence, or equivalent.

**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 your Project. All Projects we fund will achieve one or more of these Outcomes.

**Payment Percentage** – Grant divided by Project cash costs.

**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. Note that this will be after the date by which you have completed all work on the Project.

**Project Update** – an online form you complete to tell us how your Project is going.

**Property** – land, buildings, heritage items or intellectual Property which will benefit from your Grant.

**We, us, our** – means Funder.

**You, your** – means the Grant Recipient/Grantee

## Guidance updates

We will regularly review this guidance and respond to user feedback. We reserve the right to make changes as required. We will communicate any changes as quickly as possible via this webpage.

### Changes

**13 April 2023:** Substantial edits were made so that this guidance supports users of our new grant management system. The old system has now closed.

These updates include:

- removal of text related to the old grant management system, including what steps users should take to complete our old application forms
- removal of processes that related to our old system
- updating of language and terminology so that it matches our new system

**30 May 2023:** the size of grants available to apply for has increased from £5million to £10million. References to the maximum grant amount have been updated throughout this guidance.