

Standard conditions of grant

Heathrow community and environment large grants awards 2012

Heathrow Airport in partnership with Groundwork Thames Valley

These terms and conditions (the "Terms") apply to grants made by Groundwork Thames Valley ("GTV") on behalf of the Heathrow Community and Environment Large Grant Awards.

GTV offers grants in accordance with its charitable purposes, using funds supplied by BAA. Each grant we make is subject to conditions, which always include the Terms.

It is agreed that the Grant will be made on the Terms.

Please note that references to "we", "us" and "our" means GTV and references to "you" and "your" mean the Recipient and include the Accountable Body (if any) of the Recipient.

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Working in partnership



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PART A – GENERAL CONDITIONS

1. The Grant

- 1.1 We will make the Grant available to you on the terms of the Grant Agreement.
- 1.2 The grant type is as stated by us in the Grant Agreement.
- 1.3 The Grant will be available only if your obligations set out in Conditions 3 and 4 of this Part A and the Accountable Body's obligations set out in Condition 6 of this Part A are met and continue to be met and provided that there has been no Event of Default. GTV is not responsible for checking that you have complied with your obligations. The fact that GTV pays the Grant to you after you have breached or failed to observe the Grant Agreement will not prevent GTV from pursuing any claims or rights Heathrow has against you under the Grant Agreement or otherwise, even if we could have discovered your breach, or should have known about it, before paying the Grant to you.
- 1.4 The amount of the Grant available, and each Grant Instalment, is set out in the Financial Details.
- 1.5 You will not receive Grant Instalments automatically. We decide whether to pay a Grant Instalment around the time of each Key Date. To receive a Grant Instalment you must meet the relevant Milestones and all our other requirements before each Key Date and report to us in accordance with the Grant Agreement.
- 1.6 To claim a Grant Instalment you must comply with the instructions in the Financial Details except in the case where the Grant or any Grant Instalment is for Capital Expenditure, in which case we must receive validated certificates and/or invoices in accordance with the Capital Grant Terms before we will pay any such Grant or Grant Instalment.
- 1.7 The Grant will be paid by cheque.
- 1.8 The Grant is guaranteed only to the extent that Heathrow Community and Environment Awards Funds are available.
- 1.9 You and GTV intend and believe that the making of the Grant is outside the scope of VAT but for the avoidance of doubt the Grant is made inclusive of all VAT which may be due from us in respect of it and of all VAT which may be payable by you. See Conditions 12.31 to 12.35 (inclusive).

2. Your representations to us about you, the Project and other relevant information

- 2.1 You acknowledge that we are relying upon the information you have provided to us in connection with your organisation, the Project and your Grant Application and you agree that we can rely on the following information and statements being accurate and not misleading. You warrant that:
 - 2.1.1 the Recipient:
 - (a) if an individual, resides in England, or
 - (b) if a trust, club or other unincorporated association, is established in England and under English law and exists for members or other beneficiaries located in England;
 - 2.1.2 the Recipient or any Accountable Body, if an authority, company or other incorporated body, is established in England and under English law;
 - 2.1.3 the Project is based entirely in England;
 - 2.1.4 you will ensure that, while the Grant Agreement is in force, you are properly and correctly constituted and regulated and have the power (within the scope of your respective governing documents) to enter into the Grant Agreement and all other agreements and documents referred to in it, to receive the Grant and to perform all of your obligations in the Grant Agreement and those necessary to deliver the Project and if asked by us you will promptly provide a legal opinion from your solicitors confirming this;

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- 2.1.5 the individuals who sign the Grant Agreement on your behalf are validly authorised to sign and if asked by us you will promptly provide a true and complete copy of your organisation's resolution and legal instruments, made in accordance with its constitution, approving the Grant Agreement and appointing the signatories to sign it;
- 2.1.6 neither the execution of the Grant Agreement nor the delivery of the Project by you will:
 - (a) conflict with or result in any breach of any law or enactment or any agreement, obligation or duty binding on you or any of your assets; or
 - (b) exceed your powers or objects, or the right or ability of your Staff or other duly appointed representatives to exercise such powers;
- 2.1.7 you are not aware, having made due enquiry, of anything which materially threatens the delivery of the Project or makes it unlikely to succeed once completed;
- 2.1.8 all information provided to us by you or on your behalf in connection with the Grant Agreement, including all information incorporated in the Grant Agreement or the Grant Application, was true, accurate, complete and not misleading when it was provided and nothing has occurred since to make it untrue, inaccurate, incomplete or misleading in any respect;
- 2.1.9 you have disclosed to us all information which would or might reasonably be expected to influence us in awarding the Grant including:
 - (a) any conflict of interest that will or might arise between you and any of your Staff or organisations or any other person in connection with the Project;
 - (b) material information as to the character and identity of your Staff and other individuals who will be responsible for delivering the Project;
 - (c) details of any other projects which you are obliged to deliver during the proposed timetable for the delivery of the Project; and
 - (d) information about any person (whether a trustee, employee, consultant, agent or otherwise) engaged by GTV (including in connection with the Heathrow Community and Environment Awards or the Project) who has any conflict of interest;
- 2.1.10 if you are a charity and your income exceeds the minimum exemption figure, you are registered as a charity with the Charity Commission or the Scottish Charity Regulator;
- 2.1.11 you are not a subsidiary or parent of GTV;
- 2.1.12 neither you nor any of your Staff have lobbied or attempted to lobby, or offered or attempted to offer any inducement or reward of any kind to, GTV or the Fund or any of their Staff in connection with the Grant Application, the Grant, the Project, the Heathrow Community and Environment Awards or otherwise whatsoever;
- 2.1.13 all financial contributions for the Project made, pledged or applied for before the Commencement Date have been disclosed to us;
- 2.1.14 neither you nor any other person has any loans relating to any Project Assets, and no security has been granted by you or any other person over or in respect of any Project Assets, other than loans or security that have been disclosed to GTV;

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- 2.1.15 all legal requirements and other approvals upon which the Project depends, including:
- (a) planning;
 - (b) health and safety;
 - (c) regulatory compliance (including data protection compliance as referred to in Conditions 12.20 to 12.22 (inclusive));
 - (d) any profile checks required by law or us; and
 - (e) any consents in relation to land (if any part of the Grant is to refurbish or alter land) from any third party landowner or other person with any interest in land that shall benefit from the Grant have been granted to facilitate delivery of the Project in accordance with the Grant Agreement; and you will maintain all such approvals and consents and at appropriate intervals update all such checks;
- 2.1.16 no third party other than Delivery Organisations is entitled to any benefit arising from the award of the Grant to you.
- 2.2 You acknowledge that whenever the Grant (or any part of it) is paid or requested, you will be deemed to be repeating the representations made in this Condition 2 by reference to the circumstances which apply at the time of any such request or actual receipt of the Grant monies (any part of them).

3. Conditions to be fulfilled before the Grant is made

- 3.1 You agree that you will do or procure the following before the Grant or any Grant Instalment becomes payable or is paid and (to the extent that they remain relevant) you will ensure that they continue to be fulfilled until the Project is complete:
- 3.1.1 Insurance Cover is in place in respect of the Project and you will give us a copy of the certificates of insurance, policy schedules, policy terms, receipts for payment of premium or confirmation of currency of cover from your insurer(s) or broker(s) for the Insurance Cover, on request;
 - 3.1.2 you have supplied all details required to complete the Grant Agreement and you have submitted each of the relevant Forms we require before the Grant is made;
 - 3.1.3 the Recipient has signed the Grant Agreement and returned it to us;
 - 3.1.4 (if there is an Accountable Body) the Accountable Body has entered into the Grant Agreement;
 - 3.1.5 (if we ask you to give the Certificate) you have given us the Certificate (or to instruct a solicitor to give us the Certificate for you); and
 - 3.1.6 (if there is an Accountable Body and we require it to give the Certificate) the Accountable Body has given us the Certificate;
 - 3.1.7 if the Capital Grant Terms apply (by virtue of Part A Condition 4.45) you will have to observe and perform the requirements stated in them as having to be met before the Grant becomes payable or is paid and before you incur any Capital Expenditure on the relevant capital asset.
- 3.2 If we award the Grant subject to you obtaining a grant ("the Matched Funding") from a third party the Grant will not become payable or be paid unless we have written confirmation from the funder who provides the Matched Funding, in terms to our satisfaction and in good time, that you have received and accepted the Matched Funding for the Project.

4. Your obligations

Your obligations to us are as follows:

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Grant monies and assets held on trust

- 4.1 You will use the Grant and the Project Assets exclusively for the Project and you shall hold all Grant monies on trust for GTV for the purpose of the Project and shall not use such monies or such assets for any other purpose whatsoever without GTV's prior written approval (which shall be subject to the Fund's approval).

Amount of the Grant

- 4.2 The amount of the Grant will not be increased for any reason whatsoever. You agree that you will be responsible for meeting any overspend on the Project. You agree that we have made no statement to the contrary or that could be interpreted to the contrary.

Use of Grant monies and Bank Account

- 4.3 The Grant will not be spent:
- 4.3.1 to the extent that, when added to funding obtained for the Project from other sources, the Grant amounts to more than 100% of the total budgeted costs of the Project; or
 - 4.3.2 on Prohibited Expenditure.
- 4.4 If required by GTV you will open and maintain a Bank Account and use it solely for the purposes of Grant monies and income from them under the Grant Agreement and not for any other monies.
- 4.5 Any Grant monies which remain at the end of the Project will be repaid to us immediately unless we give you our prior written consent. If the Project has Matched Funding, the amount that shall be repayable to GTV shall, unless GTV decides otherwise (acting reasonably), be the Appropriate Share of the unspent Grant monies.

Permitted Expenditure

- 4.6 You may not use the Grant to meet any expenditure you incurred (or agreed to incur) before the Commencement Date except with our prior written approval. We will not normally give such approval but if we do we will set a limit on the amount of the Grant you can so use and may impose other conditions.
- 4.7 You must meet the following requirements whenever you incur any Permitted Expenditure:
- 4.7.1 the expenditure must be incurred on written terms and conditions;
 - 4.7.2 the terms and conditions on which the expenditure is incurred must be pursuant to, in accordance with and consistent with the Grant Agreement;
 - 4.7.3 the expenditure must not, either by itself or in the aggregate, exceed the expenditure allowed under the Grant Agreement in total or for the class of expenditure, item or service in question; and
 - 4.7.4 the terms on which you incur the expenditure must allow you to recover or avoid payment for goods, services or other supplies if your supplier breaches or fails to observe or perform the contract between you and the supplier. See also Part A Conditions 12.7 and 12.8 in relation to you using Delivery Organisations.
- 4.8 You will ensure that your expenditure of the Permitted Expenditure does not exceed the limits set out in the Grant Agreement.
- 4.9 For the avoidance of doubt the levels of Permitted Expenditure include all VAT you incur.

Funding from other sources

- 4.10 You will inform us of all offers of funding for the Project received from anyone else and if you accept such offers without our prior written consent we may suspend or withdraw the Grant.

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Standard of skill and care

- 4.11 You agree to fulfil all of your obligations under the Grant Agreement and in the delivery of the Project diligently and with reasonable skill and care and in accordance with the Grant Agreement, and to ensure that every other person or organisation who participates in the Project will provide their services to the same standard.

Late start

- 4.12 If the Project does not start within two months of the Commencement Date you must send us a written report of the reasons for the delay.

Lapse of entitlement to Grant Instalments

- 4.13 If any Grant Instalment is not claimed in accordance with Condition 1 it will be regarded as lapsed unless you give us written notice of the anticipated delay, together with reasons confirmed by us as being acceptable to us, prior to the date by which the Grant Claim is due to be submitted.

Conflicts of interest

- 4.14 You will avoid conflicts of interest between you and any other person in connection with the Project and ensure that your Staff do likewise. If any such conflict of interest arises (or in case of doubt) at any time you must suspend the Project and notify us in writing immediately, giving full details. If we suspect any conflict of interest or financial irregularity we may suspend or withdraw the Grant and, on receiving notice from us, you will suspend the Project.
- 4.15 Neither you nor any of your Staff shall lobby or attempt to lobby, or offer or attempt to offer any inducement or reward of any kind to, GTV or the Fund or any of their Staff in connection with the Grant Application, the Grant, the Project, the Heathrow Community and Environment Awards or otherwise whatsoever.

Buying goods or services with the Grant

- 4.16 You will take reasonable steps to obtain value for money when buying goods and services in connection with the Project by obtaining quotations or applying competitive tendering. If any part of the Grant is used to buy any capital items or a series of related capital items costing more than £10,000, you will put out the order to competitive tender. If you think there are overriding reasons why it would be inappropriate for you to put the order to competitive tender, you must get GTV's agreement beforehand. You acknowledge that you must meet the relevant UK and European legislation on procurement together with the provisions of the World Trade Organisation General Procurement Agreement. You will also comply with the Capital Grant Terms in relation to tendering.

Restrictions on loans and security

- 4.17 You will not without our prior written consent:
- 4.17.1 take out any loans in connection with the Project;
 - 4.17.2 (except as required by GTV under the Capital Grant Terms) use the Project Assets to raise further funding by any means including by granting, suffering or permitting the grant of any Security over any Project Asset. GTV's consent may be subject to conditions which you will have to meet. Our consent will be subject to GTV being satisfied that the lender understands and will put the interests of the beneficiaries of the Project first and you undertake and agree that:
 - (a) any loan secured on the Capital Assets will be used entirely on the Project, and
 - (b) the maximum loan will be no higher than the amount of money being put up by the lender.
- 4.18 In cases where the Grant Agreement states that you and/or any Delivery Organisation will provide us with Security you will grant (or procure the grant of) the Security to us not later than the Commencement Date.

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Changes and other proposals you must notify to GTV

4.19

4.19.1 You will notify us immediately if any of the following is proposed:

- (a) any change to any of your governing documents (unless you are a statutory organisation) concerning your aims, payments to members, payments to members of your governing body, the sharing out of your assets (whether or not upon dissolution) or the admission of new members;
- (b) any transfer of any Project Assets or your other assets to, or merger or amalgamation with, any other person;
- (c) any change in your organisation's ownership, composition, structure, governing body or key personnel;
- (d) any change in the Project or its aims, structure, delivery, outcomes, duration or ownership;
- (e) any income received from the Project, including interest earned on the Grant monies;
- (f) all financial contributions for the Project made, pledged or applied for on or after the Commencement Date; or
- (g) if you or any other person has or proposes to obtain any loans relating to any Project Asset or grant any security over or in respect of any Project Asset, and you will so notify us in writing in a timely manner and you will not make any such change or proceed to spend any Grant monies until permission to make any such changes has been given by us in writing.

4.19.2 Where there is any proposal falling under Condition 4.19.1 above during the term of the Grant Agreement:

- (a) GTV shall consider such proposal by its usual process for considering any application for Grant; and
- (b) in the event that GTV considers that the proposal is such that it seems unlikely to fulfil the purpose for which the Grant was originally made, GTV may decide in its absolute discretion not to approve such change or (if you make the change without GTV's permission) terminate the Grant Agreement and demand immediate repayment of the whole or any part of the Grant, in which case you shall immediately repay it.

4.19.3 If as a result of any change falling under Condition 4.19.1 above there is any variation in the amount of Grant required for the Project (whether such variation involves an increase or decrease in the amount of Grant required) you must submit a revised application to GTV. GTV shall consider such change and variation in the amount of the Grant by its usual process for considering any application for Grant, and if GTV approves your application:

- (a) if an increased amount of Grant is required for the varied Project any increase shall be subject to maximum levels set by GTV (at its absolute discretion) for the Heathrow Community and Environment Awards; and
- (b) if the amount of the Grant required for the Project is reduced by any amount, the Grant will be deemed to be reduced by such amount and you will treat such surplus funds as unspent Grant monies for the purposes of Part A Conditions 4.5 and 4.6. GTV's written decision as to the amount by which the Grant required for the Project is reduced shall be final and binding. If your application is not approved by GTV, at GTV's option:
 - (i) you shall continue the Project without making the proposed change; or
 - (ii) GTV shall proceed directly to exercise any of Heathrow rights or remedies referred to in Part A Conditions 7.6 or 12.40 as GTV sees fit.

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Alterations to the Insurance Cover

- 4.20 You will give us at least thirty days' notice in writing of any alteration to the Insurance Cover. If the Insurance Cover is cancelled you will tell us immediately in writing and we reserve the right to suspend or withdraw the Grant (or any part of it).

Accounting records and disclosure of accounting information to us

- 4.21 Whether or not the Recipient is required to do so by law, the Recipient or the Accountable Body will maintain full, accurate and up-to-date accounting records of the use of the Grant monies and generally in relation to the Project, including:
- 4.21.1 exhaustive records of all receipts of Grant and other funds to be applied to the Project; and
 - 4.21.2 details of all payments made out of the Grant or otherwise in connection with the Project including written invoices and receipts in every case;
 - 4.21.3 summary profit and loss accounts and management accounts, and invoices which show how the Grant has been used;
 - 4.21.4 You will keep all such records relating to the Grant Agreement or the Project for at least seven years after the final Grant Instalment or termination, discharge or expiry of the Grant Agreement (whichever is later). You will procure that third parties who employ Staff funded by the Grant also meet the requirements of this Condition 4.21.
- 4.22 Whether or not you are required to do so by law you will produce annual accounts. You will show the Grant monies and related expenditure as a restricted fund under the description "Heathrow Community and Environment Award" in your annual accounts. If you have more than one restricted fund or, as a statutory authority, cannot show restricted funds in your accounts, you will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from GTV, you will record each grant separately in the notes to the accounts. You will identify unspent Grant monies and all Project Assets separately in your accounting records.
- 4.23 For the duration of the Grant Agreement, as soon as your annual accounts have been approved in accordance with your governing documents (and in any event within 10 months of the end of the financial year for each year in which any Grant Instalments are paid) you must give us a copy of your annual accounts and (if your accounts are audited or you are a company, limited liability partnership, community interest company or for any other reason your accounts must be audited) together with your auditors' report on such accounts in respect of each accounting period in which Grant Instalments are made or expended. You will meet all relevant statutory requirements upon you as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 4.24 GTV will not consider the Project to be finished until we have received all the information (including any information you are required to produce by law or under your governing documents such as the reports of a company) that we require or request from you under the Grant Agreement.

Audit

- 4.25 We may require you to instruct a firm of independent auditors to audit the Project in accordance with GTV's requirements.

Monitoring and reporting by you and your governing body

- 4.26 You will take steps to monitor the progress and success of the Project and complete regular progress reports on the Project, in accordance with the instructions set out in the Project Specification.
- 4.27 You must ensure that your Staff report regularly and fully to all members of your governing body on the financial position of the Project and that your Staff so report on the financial position of your organisation.

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Disclosure of information by you

- 4.28 You will make available to or provide to us (as GTV shall require), during the term of the Grant Agreement and following completion of the Project during the longest of the applicable Asset Monitoring Periods for the Capital Assets, all information GTV or the Fund or National Audit Office or our or their Staff requests for any purpose in connection with the Project or about you, your Staff, your organisation or the Project. Such information may include information about your organisation, its activities, the number of jobs created by the Project, the number of users or other beneficiaries of the Project, or any other information you are required to collect under the Grant Agreement. You agree that GTV may use this information to monitor the Heathrow Community and Environment Awards and evaluate the Project.
- 4.29 You acknowledge and irrevocably agree that GTV may at any time disclose to the Fund any information held or received by GTV from or about you, your Staff, your organisation or the Project, for the Fund to share with any parties the Fund may choose. Those third parties may include other funders, lottery distributors, government departments, organisations providing Matched Funding or other organisations with a legitimate interest in lottery applications, as well as with members of the public who make a request for information under the Information Laws. You agree that details may be broadcast on television, any website of the Fund, in newspapers or through other media.
- 4.30 During the term of the Grant Agreement and following completion of the Project during the Asset Monitoring Period you will (and will procure that your Staff) comply with all and any requests made or instructions given by GTV or the Fund at any time in connection with any audit, investigation or site visit. For example, you may be contacted by the Fund for evaluation purposes.
- 4.31 You will tell us promptly about any changes to information you have provided and will make sure that the information we hold is always true and up to date.

Project reporting by you

- 4.32 You will supply Interim Reports at the intervals required by us.
- 4.33 You will complete a Completion Report on the Project. Your report must include photographs of the finished Project, details of work carried out and outputs and outcomes achieved. We will not consider the Project to be finished before the Completion Report has been properly completed and submitted to us along with any other documents or materials required under the Capital Grant Terms, including the certificate of practical completion.

Access to premises, staff and records

- 4.34 We may choose to inspect the Project site before we treat the Project as finished. You will implement all our reasonable requirements which we specify on inspecting the Project site.
- 4.35 We (or the Fund or its or our Staff or representatives) reserve the right to visit your Project or to inspect the Capital Assets for any purpose on not less than 24 hours' notice.
- 4.36 During the term of the Grant Agreement and following completion of the Project during the longest of the applicable Asset Monitoring Periods for the Capital Assets you will permit full and free access to your Staff, Capital Assets, records (however and wherever they may be held) or to any of your offices or buildings or sites. You will permit such access to GTV, our Staff, those acting for us or to the Fund or the National Audit Office or their Staff or representatives during normal business hours, on not less than 24 hours notice, for any purpose (including compliance or audit visits, for the purposes of compliance with the Freedom of Information Act 2000, or any other enquiries relating to the management of the Project or the Heathrow Community and Environment Awards). You will further procure that your Staff, Delivery Organisations and any other person involved or connected with the Project will so permit full and free access to their Staff, records or their relevant records or their premises.
- 4.37 At our request you will give GTV, our Staff, those acting for us or the Fund or the National Audit Office or their Staff or representatives copies of any of your records, in each case at your cost and expense.

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Project meetings

- 4.38 At our request you will give us prior written notice of Project meetings and will send us written minutes of Project meetings (or any of them). We may attend and participate in Project meetings (or any of them).
- 4.39 You will procure that your Staff shall be available for meeting with our Staff or agents at any time during the term of the Grant Agreement or following completion of the Project during the Asset Monitoring Period.

Project management

- 4.40 During the Project you will:
- 4.40.1 ensure that each of your Staff are familiar with and observe the terms of the Grant Agreement and you will make sure that all current and future members of your governing body (or your executive team, if you are a statutory organisation) receive a copy of the terms of the Grant Agreement while the Grant Agreement remains in force;
 - 4.40.2 take all reasonable measures in the management of health and safety;
 - 4.40.3 act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation;
 - 4.40.4 you will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in your organisation;
 - 4.40.5 you shall maintain and observe at all times proper employment policies and procedures (including an equal opportunities policy) fully compliant with all legislation current from time to time and shall review them regularly;
 - 4.40.6 maintain records of Staff funded by the Grant including their names, their salaries and their start date and (if appropriate) end dates;
 - 4.40.7 complete all statutory returns for the Employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions;
 - 4.40.8 meet all other laws regulating the way you operate, the work you carry out, your Staff or the goods you buy, including employment legislation, health and safety legislation, child and vulnerable adult protection legislation (including, if appropriate, gaining registration under the Children's Act 1989 and providing us with evidence that this has been gained) and the Information Laws;
 - 4.40.9 (if your Project involves work with children, young people or other vulnerable groups) have in place and implemented a child protection policy that is appropriate and in accordance with good practice, to help you comply with all relevant laws and good practice throughout the term of the Grant Agreement. The appropriateness of your policy and the meaning of "good practice" may be determined by GTV from time to time;
 - 4.40.10 keep in place (and you currently have in place) procedures for dealing with any conflicts of interest; and
 - 4.40.11 keep in place (and you currently have in place) systems to prevent fraud.
- 4.41 You will acquire and maintain all resources and expertise necessary to deliver the Project.
- 4.42 You agree to make satisfactory progress with the Project and to complete it by the Project Completion Date.

Post-completion maintenance of Project site

- 4.43 Once the Project is completed you will ensure that adequate financial and other arrangements for the long term maintenance of the Project are put in place in accordance with the requirements set out in the Project Specification.

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Threats to the Project

- 4.44 You will notify us in writing as soon as possible:
- 4.44.1 if any legal claims are made or threatened against you and/or which would adversely affect the Project or the Heathrow Community and Environment Awards during the period of the Grant Agreement (including any claims made against members of your governing body or Staff concerning your organisation); or
 - 4.44.2 of anything else that significantly delays, threatens or makes unlikely the Project's completion.

Capital Grant Terms

- 4.45 If any part of the Grant is to refurbish or alter land then you will comply with the Capital Grant Terms or any other conditions which GTV requires of you before incurring or making a commitment to incur any Capital Expenditure for such purposes.

Project Assets – register

- 4.46 Throughout the term of the Grant Agreement and during the Asset Monitoring Period (unless we notify you otherwise) you will maintain a detailed register of the Project Assets and provide a copy of this to GTV every year or when new Project Assets are acquired or disposed of (whichever is the sooner). The register must record information sufficient to clearly and unambiguously identify each Project Asset and distinguish it from any other asset, and shall include the information referred to in the Financial Details and such other information as GTV may require from time to time in relation to any particular Project Asset or type of asset.
- 4.47 You will supply or grant GTV, the Fund or its or their representatives access to your register of Project Assets to GTV at any time promptly at the request of them.

Project Assets – procurement

- 4.48 Upon you procuring any Project Asset you will update your register of Project Assets and supply a copy of the register in such format (whether electronic or hard copy) as GTV may require, along with the following documents, to GTV within the following timescales:
- 4.48.1 (if the Grant is for the purchase of a vehicle) the registration documents, within 60 days from and including the date of purchase;
 - 4.48.2 (if the Grant is for the purchase of equipment) proof of purchase, such as a receipted invoice, within 14 days from and including the date of purchase;
 - 4.48.3 (if the Grant is for building construction, refurbishment or extension) a certificate of practical completion within 14 days of you receiving it, or (if earlier) the deed of dedication and legal charge completed pursuant to and in accordance with the Capital Grant Terms, within 14 days from and including the date they are completed.

Your obligation to supply information under Condition 4.48.3 above is without prejudice to your obligation to supply other documents and legal instruments under the Capital Grant Terms.

Project Assets – monitoring

- 4.49 You understand that GTV or the Fund will monitor the Project Assets for the Asset Monitoring Period. You will supply GTV or the Fund with any information that we ask for and will allow GTV or the Fund or their Staff to inspect the Project Assets during that period.

Project Assets – purpose, maintenance and replacement

- 4.50 You will not change the purpose for which the Project Assets are used during the Asset Monitoring Period without GTV's prior written approval. This includes Project Assets that you already own.

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- 4.51 You will ensure that all the Project Assets funded by the Grant are kept in good repair and condition and are properly maintained and stored. Any loss resulting from payments made for the Project Assets before you take delivery will be your responsibility and will not be met from the Grant.
- 4.52 If any Project Asset is damaged, destroyed or stolen, you must tell GTV in writing and you must repair or replace it.

Project Assets – disposal

- 4.53 You shall notify GTV of any proposal to dispose of any Project Asset during the Asset Monitoring Period in writing on our designated Form. You shall not dispose of any Project Asset within the Asset Monitoring Period without GTV's prior written consent. This includes any disposal by the Recipient or any party or any owner with an interest (whether equitable or legal) in the Project Asset. This means (for example) you will need to obtain enforceable Security (such as a deed of dedication) from any such party or owner that they will not dispose of their interest without GTV's or the Fund's consent.
- 4.54 You understand and accept that if GTV provides any consent under this Condition 4.54 it may impose conditions that you will have to meet and may require you to repay GTV the Appropriate Share in respect of the disposed Project Asset. Conditions imposed by Groundwork UK could include (for example) that:
 - 4.54.1 the sale is subject to you repaying all or part of the money you receive; and/or
 - 4.54.2 requiring that the proceeds of the disposal are used to benefit the Project; and/or
 - 4.54.3 requiring you to make payments or other arrangements in the event that the sale proceeds are less than you or Groundwork UK anticipate; and/or
 - 4.54.4 governing the application of any surplus sale proceeds above the sale proceeds you or GTV anticipate. You further understand and accept that, unless Groundwork TV confirms otherwise in writing, any such sale shall be at full market value. This is because the Grant has come from public donations of foreign currency at BAA Heathrow Terminals.
- 4.55 You may seek GTV's consent in advance to the disposal of specific categories of Project Assets provided that the full market value of individual Project Assets within each such specific category is not greater than or equal to £10,000 or 5% of the total value of the Grant, whichever is the smaller.

Certain remedies for GTV

- 4.56 Payment of the Grant may be suspended in the following circumstances:
 - 4.56.1 if you have not met all the terms of the Grant Agreement; or
 - 4.56.2 GTV needs extra information or documents; or
 - 4.56.3 we consider it necessary to investigate any matters relating to the Grant.

We may suspend payment of the Grant until (1) you have met all the terms of the Grant Agreement and remedied any Event of Default in accordance with the Grant Agreement, (2) we have received the extra information or documents we requested, and (3) our investigations are complete. We accept no liability for any consequences, whether direct or indirect, which arise as a result of such a suspension, even if any investigation subsequently establishes no cause for concern (save for those consequences which cause personal injury or death of any individual as a result of GTV's negligence).

- 4.57 As a condition of receiving a given Grant Instalment you will implement all works or other action we require to address any variance we perceive between the Project Specification and the Project outputs or outcomes actually delivered.

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5. Our obligations

- 5.1 Subject to you complying with the terms of the Grant Agreement (including all conditions you must meet before receiving any of the Grant) we will pay each Grant Instalment in accordance with the terms of the Grant Agreement.

6. Obligations of the Accountable Body

- 6.1 This Condition 6 applies to the Accountable Body but if there is no Accountable Body the Recipient shall fulfil the following terms, without receiving any fee or being entitled to issue any invoice, as if references to the Accountable Body in this Condition 6 were references to the Recipient.
- 6.2 The Accountable Body agrees that:
- 6.2.1 any Grant monies it receives from GTV or title it holds to Project Assets will be held, prior to the same being applied in accordance with the Grant Agreement, as trustee for GTV with authority to act on instructions from the Recipient given in accordance with the Grant Agreement;
 - 6.2.2 it will only permit payments from the Grant monies to be made for Permitted Expenditure in the delivery of the Project in accordance with the Project Specification and in accordance with the Grant Agreement;
 - 6.2.3 it will, on demand, return all monies representing the Grant not expended in accordance with Part A clause 6.2.2 (above) to GTV together with all interest and other income earned;
 - 6.2.4 it will not mix the Grant monies with any other monies but will keep them separate;
 - 6.2.5 it will hold the Grant monies in the Bank Account and will not permit the Grant to be put into any other bank account or converted into cash (except for petty cash not exceeding £100 at any time);
 - 6.2.6 the Bank Account will at all times require a minimum of 2 duly authorised signatories for any operation involving the account unless otherwise agreed by us in writing;
 - 6.2.7 it will account for all direct and indirect taxes arising from the Grant and the application of the Grant monies whether on its own behalf or on behalf of the Recipient;
 - 6.2.8 it will report each failure to observe or perform the Grant Agreement and each Event of Default immediately upon becoming aware of such; and
 - 6.2.9 if the Recipient fails to observe or perform any provision of the Grant Agreement or there is an Event of Default and no course of action to remedy the Event of Default is agreed in accordance with the terms of Part A clause 7.5 (below) we shall be entitled to either:
 - (a) require the Accountable Body to deliver the Project using the Grant on the terms of the Grant Agreement as if the Accountable Body was the Recipient; or
 - (b) exercise our other rights or remedies under the Grant Agreement, including those reserved in Part A clause 7.6; and
 - 6.2.10 it will observe and perform all the obligations, restrictions and other provisions of the Grant Agreement that apply directly or indirectly to the Accountable Body.
- 6.3 The Accountable Body confirms and acknowledges to GTV that:
- 6.3.1 it has supplied all information previously requested by us and the information is accurate and not misleading;

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- 6.3.2 it has seen and carefully considered the following documents:
 - (a) the governing documents of the Recipient;
 - (b) the Project Specification; and
 - (c) the Grant Agreement;
- 6.3.3 it has a duty to GTV to administer the Grant monies strictly in accordance with the Grant Agreement; and
- 6.3.4 it will use reasonable skill and care in performing the duties imposed upon it by accepting the appointment as Accountable Body to receive, administer and monitor the Grant.
- 6.4 The Accountable Body may act on instructions from the Recipient provided they are in accordance with the Grant Agreement, acting without payment, and will comply (subject to its obligations to GTV) with all requests made by GTV in connection with the administration of the Grant monies.

7. What happens if you fail to fulfil your obligations?

- 7.1 The following terms set out the consequences if you fail to fulfil your obligations under the Grant Agreement or there is an event described in Part A Condition 7.2. (referred to in these Terms each as an "Event of Default")
- 7.2 The following are Events of Default:
 - 7.2.1 if at any time:
 - (a) a receiver, trustee or similar officer is appointed in respect of the whole or any part of your undertaking or assets; or
 - (b) (if you are a corporation) any action is taken for or with a view to winding up or liquidation or administration or entering into a composition or arrangement with creditors or making any conveyance or assignment for their benefit or guarantee a trust deed to your creditors; or
 - (c) (if you are a trust or unincorporated association) a petition is presented for the bankruptcy of any of your trustees or officers, or any of your trustees or officers makes any composition or arrangement with creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage the affairs of any of your trustees or officers, or any of your trustees or officers has an unsatisfactory credit rating; or
 - (d) you become or are deemed to be insolvent; or
 - (e) you cease to operate (except in the case where you cease to operate because you merge with, or are replaced by, another person which is able to fulfil the purposes of the Grant to GTV's satisfaction) or any of the above is in GTV's opinion about to happen or likely to happen.
 - 7.2.2 the Grant is applied otherwise than in the delivery of the Project;
 - 7.2.3
 - (a) completion of the Project has not occurred by the Project Completion Date (unless such failure was due to factors beyond your control); or
 - (b) before completion of the Project it is apparent (in our reasonable opinion) that, due to delays, cost overruns, lack of funding, loss or damage to Project Assets, or any other matters whatsoever, completion of the Project is unlikely to occur by the Project Completion Date; or
 - (c) completion of the Project may not (in our reasonable opinion) occur until after the Heathrow Community and Environment Award End Date ;

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- 7.2.4 you fail to observe or perform or meet or comply with any of the terms and conditions of the Grant Agreement or of any document or instrument supplemental to the Grant Agreement, or the terms and conditions attached to any other grant from GTV for which a grant agreement is still in force.
- 7.2.5 there is a significant change of purpose, ownership in or of the Recipient, either during the term of the Grant Agreement or within a reasonable period after its termination or expiry, so that GTV judges reasonably believe that the Grant is unlikely to fulfil the purpose for which GTV made it;
- 7.2.6 you or any of your Staff act fraudulently or negligently in relation to the Grant Agreement or the Project;
- 7.2.7
 - (a) you completed the Grant Application (or any matter or information that Groundwork UK treats as an application for Grant) fraudulently, dishonestly or in some material respect incorrectly or misleadingly;
 - (b) you or any of your Staff, any Delivery Organisation or any other person acting for you gave GTV any fraudulent or dishonest information or information that was in some material respect inaccurate or misleading, whether deliberate or accidental, during the application process (or where GTV considers any matter or information by treating it as application for Grant), or at any other time during the term of the Grant Agreement;
 - (c) any representation or statement made by you or on your behalf in the Grant Agreement, the Grant Application, in connection with any matter or information GTV considers by treating it as an application for Grant, or in any other document referred to in or delivered under the Grant Agreement is not true and accurate or is misleading in any material respect when made or deemed to be repeated; and it is agreed that GTV shall determine at its sole discretion the meaning of 'material respect'.
- 7.2.8 if at any time you fail to disclose to us information that would have been or is material to our decision to make, continue, suspend, withdraw or reclaim the Grant in whole or in part;
- 7.2.9
 - (a) if you or any of your Staff (including members of your governing body), any Delivery Organisation or any other person acting for you in connection with the Project acts at any time during the Project or in respect of the completion of the Project and in any way (and whether directly or indirectly):
 - (i) dishonestly; or
 - (ii) fraudulently; or
 - (iii) negligently, to the extent that in GTV's opinion such negligence has a material effect on the Project or the Heathrow Community and Environment Awards, in such a way that (1) you, GTV, the Fund, the Heathrow Community and Environment Awards or the Project is brought into disrepute, or (2) there is any other detriment to or detrimental effect on GTV or the Fund or the Heathrow Community and Environment Awards, including any detrimental effect on the reputation of GTV or the Fund as a distributor of funds or as a government-sponsored body; or
 - (b) your organisation or any of its Staff (including members of your governing body) are subject to an investigation or formal enquiry by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body;
- 7.2.10 your composition, structure or Key Personnel change from that described in the Project Specification;
- 7.2.11 without our consent your objects or powers are varied so that you are no longer eligible to obtain the Grant or to deliver the Project;
- 7.2.12 you fail to comply with Condition 4.20 in the event that the Project starts late;

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- 7.2.13 you receive duplicate funding from any other source for the same or any part of the Project;
 - 7.2.14 you do not take positive steps to ensure equal opportunities in your own employment practices and the delivery of and access to your services;
 - 7.2.15 at any stage of the application process (or where GTV considers any matter or information by treating it as an application for Grant, or during the term of the Grant Agreement you do not let GTV have information that would or might reasonably be expected to influence or affect GTV's decision to award, continue or withdraw all or part of the Grant;
 - 7.2.16 you are or become legally ineligible to hold the Grant; or
 - 7.2.17 if GTV has reasonable grounds to believe that it is necessary to protect funds.
- 7.3 You agree to notify us promptly in writing:
- 7.3.1 if any Event of Default occurs or is likely to occur; or
 - 7.3.2 of any matter giving rise to a reasonable possibility that an Event of Default has occurred or is likely to occur.
- 7.4 If an Event of Default occurs and in our opinion the relevant Event of Default is capable of being remedied within a reasonable time specified by GTV we may discuss the matter with you and try to agree a course of action to be taken and conditions for you to meet but we are not obliged to agree any course of action provided that we offer no guarantee that any course of action (even if you pursue it) or any conditions (even if you meet them) will remedy the Event of Default to our satisfaction.
- 7.5 Where we consider that it would be inappropriate to discuss the circumstances of an Event of Default with you or if we cannot agree on a course of action to be taken for any reason, including:
- 7.5.1 that the Event of Default is not capable of being remedied;
 - 7.5.2 that you have deliberately or negligently failed to notify us of an Event of Default on this or any previous occasion; or
 - 7.5.3 that it would be against our own interests or unlikely to lead to a satisfactory outcome,
- we shall be entitled to terminate the Grant Agreement.
- 7.6 If we chose not to discuss the matter with you pursuant to Condition 7.4 or a course of action is agreed pursuant to Condition 7.4 but it is not followed, or any conditions we require are not met, or the course of action fails to remedy the Event of Default to our satisfaction, or during the period agreed for a course of action to be followed, another Event of Default occurs, we may:
- 7.6.1 suspend or withdraw all further payment of Grant;
 - 7.6.2 make further payments of Grant subject to deductions or deferments;
 - 7.6.3 make all further payments of Grant subject to such conditions as we may specify;
 - 7.6.4 terminate the Grant Agreement by notice in writing with immediate effect (or within such period as may be specified in the notice) and demand immediate repayment of the whole or any part of the Grant (including any unused Grant monies), in which case you shall immediately repay it ;
 - 7.6.5 exercise our Step-in Rights; and/or
 - 7.6.6 vary the terms of the Grant Agreement; and/or
 - 7.6.7 exercise any other rights against you which we may have under or in respect of the Grant Agreement.

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- 7.7 You authorise us to take the following steps on your behalf to remedy or investigate any Event of Default:
- 7.7.1 to act as your agent at your cost in delivering the Project in accordance with the Project Specification and the terms of the Grant Agreement;
 - 7.7.2 to appoint a third party, at your cost and expense and without drawing on Grant monies, to deliver the Project in accordance with the Project Specification and the terms of the Grant Agreement.
- 7.8 For the purposes of Condition 7.6.4 if the Project consists of a number of discrete elements and there is an Event of Default and, in GTV's view:
- 7.8.1 only a particular element is or certain particular elements of the Project are affected by such Event of Default; and
 - 7.8.2 other elements of the Project are unaffected by such Event of Default and the continuation of such other elements is viable,
- then at GTV's sole discretion GTV may choose not to exercise its rights to terminate all elements of the Project and require repayment of the whole Grant, and may choose instead to terminate only certain elements of the Project and to require repayment of only part of the Grant.
- 7.9 Where we require repayment of the Grant or any part of it, in determining the amount to be repaid by you we shall take account of any part of the Project that has been successfully completed in accordance with the Grant Agreement.
- 7.10 Without prejudice to its other rights and remedies available when there is an Event of Default:
- 7.10.1 GTV may assess the cost of remedying the failure or any damage suffered and deduct such cost from the Grant or any Grant Instalment; or
 - 7.10.2 at GTV's request you shall forthwith redo any task not properly (in GTV's view) performed; or
 - 7.10.3 at GTV's request you shall forthwith discharge and settle all your obligations and liabilities to GTV under the Grant Agreement and execute any document or agreement (either under hand or by deed, as GTV may require) necessary to novate the Grant Agreement from GTV to the Fund. You hereby irrevocably appoint GTV as your agent or attorney to undertake, at your cost and expense and without drawing upon the Grant monies, all such acts or omissions on your behalf as may be necessary to give effect to GTV's rights under this Condition 7.10.
- 7.11 In the event that any Event of Default occurs or is in GTV's view likely to occur, or if we receive any complaint in connection with the Grant Agreement or the Project, you shall supply all information GTV requires for GTV to consider the action to be taken.
- 7.12 Without prejudice to GTV's other rights and remedies under the Grant Agreement, GTV may terminate the Grant Agreement by notice in writing with immediate effect or within such period as may be specified in the notice if at any time, in GTV's view, a specific Event of Default has occurred or is about to occur and in this Condition 7.12 a "specific Event of Default" means any Event of Default falling under any of Conditions 7.2.1, 7.2.4, 7.2.5, 7.2.7, 7.2.9, 7.2.13, 7.2.14, 7.2.15, 7.2.16 or 7.2.17, whether or not such Event of Default is material or continuing.

8. Step-in-Rights

- 8.1 If (a) an Event of Default occurs or (b) GTV reasonably believes that action needs to be taken in connection with the Project:
- 8.1.1 because a serious risk exists to the health or safety of persons or property or to the environment;
 - 8.1.2 to discharge a statutory duty;
 - 8.1.3 to deal with any Event of Default; or

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8.1.4 because any of the Key Personnel cease to be involved in the Project for any reason,
(together, "the Risk")

then GTV shall be entitled (but not obliged), without affecting its other remedies, to give a notice in accordance with Part A Condition 8.2 and, following service of such notice by GTV, the Recipient and the Accountable Body and their respective Staff shall take and/or (as GTV may direct) shall permit GTV or GTV's assignee, agent, contractor or other representative that GTV may appoint to effect all and any action identified in the notice in relation to the Project and all and any additional action as GTV reasonably considers necessary ("the Direct Action").

8.2 GTV shall give written notice to you of the following:

8.2.1 the Direct Action it believes needs to be taken by the Recipient and/or the Accountable Body and/or GTV;

8.2.2 the reason for such Direct Action;

8.2.3 the date on which such Direct Action shall commence; and

8.2.4 the time period which GTV believes will be required to complete such Direct Action.

8.3 GTV may assign its Step-in Rights.

8.4 You shall give all reasonable assistance to GTV while it is taking the Direct Action and you shall procure that your Staff and the Delivery Organisations shall do likewise.

8.5 You will indemnify GTV and hold it harmless against all consequences whatsoever of its exercise of the Step-in-Rights.

9. Liability between the parties

9.1 We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any Grant Application or any information supplied by you (or on your behalf) being incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault.

9.2 We shall not be liable to you or be found to be in breach of the Grant Agreement by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Grant if the delay or failure was due to any cause beyond our reasonable control.

9.3 Except in respect of death or personal injury caused by our negligence, we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law or under any legislation, or under the express terms of the Grant Agreement for any direct or any indirect, special or consequential loss, damage, costs, expenses, claims, demands or other liabilities (whether caused by GTV, our Staff or otherwise) which arise out of or in connection with the Grant Agreement or the provision of the Grant (including any delay in providing or failure to provide the Grant) or its use by you. In particular (but without limitation) GTV will not be liable except as aforesaid (1) to any person for any matter arising in connection with the development, planning, construction, operation, management or administration of the Project or (2) to you for any loss or damage arising directly or indirectly as the result of us complying with or observing or performing the terms of the Grant Agreement.

9.4 You shall indemnify and keep indemnified GTV on request against any claim, proceedings, cost, expense, loss, damage, damages or other liability whatsoever reasonably and properly suffered or incurred by GTV:

9.4.1 arising out of any misrepresentation or failure to observe or perform any term, condition, warranty or obligation on your part in connection with the Grant Agreement or the Project;

9.4.2 in connection with the Project Assets; and

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- 9.4.3 in respect of personal injury, death or loss of or damage to any real or personal property (including the Project Assets) caused to GTV or its Staff by you or your Staff and arising out of the delivery of the Project or the performance by any person of your responsibilities under the terms of the Grant Agreement.
- 9.5 You shall be responsible for the observance and performance of the Employees' employment conditions and all liability thereunder, and for complying with all statutory requirements whatsoever under or in connection with the Grant Agreement and the delivery of the Project including in respect of your and the Employees' taxation, national insurance contributions and insurance, and shall indemnify and hold harmless GTV in relation to such matters.
- 9.6 You acknowledge and agree that the funding for the Grant is provided by the Fund and that:
- 9.6.1 GTV may need to obtain funds or consult with or get permission from the Fund, regulators or other third parties before paying any Grant Instalment or exercising any discretion (including any right to grant or withhold consent or deciding whether some matter or thing is satisfactory), giving any directions, issuing any guidelines or imposing any requirements conditions or giving any other instructions whatsoever for you to follow under the Grant Agreement; and
- 9.6.2 ultimately such discretions, the right to give directions, issue guidelines or impose requirements, conditions or give other instructions may be discretions and rights of the Fund or GTV's regulators or other third parties with authority over GTV. You agree that any requirement for GTV not to unreasonably withhold or delay its consent or approval shall be construed accordingly by and that, without limiting Condition 9.2, GTV shall not be responsible for or liable for or in respect of any consequences, whether direct or indirect (including any losses, costs, expenses, bank charges, damages or other liabilities whether direct or indirect) arising from any delay or other consequence of GTV being so subject to such third parties, including if GTV does not pay any Grant Instalment on the relevant Key Date. You further agree that the Fund may exercise or enforce any of its rights or the other terms of the Grant Agreement and without excluding or limiting GTV's right to exercise or enforce such rights or terms itself.

10. Publicity

- 10.1 The parties recognise their respective public reputations and legal responsibilities. Each party shall use all reasonable endeavours not to harm or compromise these.
- 10.2 Subject to you at all times following our branding and publicity guidelines that we shall issue from time to time, during the term of the Grant Agreement you will acknowledge the Grant publicly as BAA Heathrow and GTV may require and otherwise as appropriate and practical including:
- 10.2.1 in published writing that refers to the Project, including job advertisements, your annual accounts and your annual reports or other reports that are available to the public; and
- 10.2.2 verbally, in spoken public presentations about the Project.
- 10.3 You hereby consent for GTV or the Fund to use any information obtained by either of them (whether from you or any other source) about you or the Project for the purposes of publicity. GTV can carry out any forms of publicity or marketing to promote the Heathrow Community and Environment Awards or any of the grants awarded under it as GTV sees fit, using your name or logo, the name of the Project or any information you provide to GTV. You agree to do whatever GTV reasonably requires in order to assist with any form of publicity or marketing, including any press or media related activities. GTV has the right to reproduce any of your application or subsequent information supplied by you to GTV for any purpose, including publication, as GTV see fit.
- 10.4 Subject to you at all times following BAA Heathrow and GTV's branding and publicity guidelines that we shall issue from time to time, if the Grant is for consultancy or contractors you will ensure that work on site acknowledges the funding source in accordance with GTV's branding and publicity guidelines.

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10.5 You will give GTV at least 30 days' prior written notice of any openings, launches or other events relating to the Project.

10.6 You agree that we may cite your name and that of the Project in our publicity materials.

11. Duration and Termination

11.1 The Grant Agreement starts on the Commencement Date and continues until:

11.1.1 the Project Completion Date; or

11.1.2 such later date as may be specified in the Project Specification (if any); or

11.1.3 as long as any part of the Grant remains unspent; or

11.1.4 the expiry of the maximum applicable Asset Monitoring Period; or

11.1.5 as long as the Recipient or its Staff or the Accountable Body or its Staff do not observe and perform the terms of the Grant Agreement or any breach of such terms continues;

11.1.6 the Heathrow Community and Environment Awards End Date,

(whichever is the longest time) unless terminated earlier in accordance with this Condition 11.

11.2 We shall be entitled to terminate the Grant Agreement if an Event of Default has occurred and we have elected to terminate the Grant Agreement under Condition 7.

11.3 If we terminate the Grant Agreement you will be obliged to repay the Grant (to the extent you have already received it), in full.

11.4 You shall be entitled to terminate the Grant Agreement by giving us not less than one month's written notice and you will be obliged to repay the Grant (to the extent you have already received it), in full.

11.5 On the termination of the Grant Agreement GTV's accrued rights and remedies will not be affected.

11.6 On the expiry or termination of the Grant Agreement you will immediately deliver to us all Confidential Information and any Intellectual Property, records, correspondence, specifications, reports, plans and other property which belongs to GTV and is in your possession, custody or control.

11.7 In any circumstances where the Grant Agreement is terminated there will be no further obligation upon you or us except for any liability arising from any Event of Default or failure to observe or perform the Grant Agreement which has occurred before termination.

12. General Terms

Compliance

12.1 You agree to observe and perform the provisions in the Grant Agreement so as to co-operate with and support GTV with the performance of GTV's obligations to the Fund and the exercise of the Fund's rights. You shall not put GTV in the position of being in breach or non-observance of GTV's objects (or any of them) or any contract between the Fund and GTV in connection with the Heathrow Community and Environment Awards or the Project, or suffer or permit GTV to be put in such a position. In the event that GTV is placed in the position of being in such breach or non observance or the Fund is placed in the position of being unable to exercise its rights in respect of the Project you shall (and shall procure that your Staff, Delivery Organisations and other delegates shall) use their best endeavours to put GTV into a position of compliance and make available to the Fund the benefit of its rights.

12.2 You are solely responsible for ensuring that you and your Staff comply with all and any legal and contractual requirements in relation to the Project including mandatory requirements relating to insurance, health and safety and employment, and other requirements such as observing and performing the terms of contracts.

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- 12.3 You will indemnify GTV and keep it indemnified from and against all loss, damage, liability (whether criminal or civil), claims, demands, costs and expenses whatsoever arising from your failure to observe and perform the terms of this Condition 12.3.

Relationship between the parties

- 12.4 The Grant Agreement is intended to govern the terms on which you, as independent recipient of grant funding for the Project, will receive and use grant funding from us as grant maker. Nothing in the Grant Agreement is intended to constitute or result in a partnership, joint venture or other co-operation between us, or any employer-employee, principal-agent or supplier-customer relationship. You will not hold yourself out to any third party as being an agent or representative of us or otherwise acting for or on behalf of us.

Rights of third parties

- 12.5 Except as provided by Condition 12.6 no third party will have any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 ("the Act") to enforce any term of the Grant Agreement, other than a person who is the lawful successor to or permitted assignee of the rights of a party. Neither party will need the consent of any third party (other than a regulator or other person with mandatory authority) in connection with the Grant Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 12.6 The Fund shall be entitled to enforce any of GTV's rights under the Grant Agreement and it is agreed that the Fund's rights may not be altered or extinguished without the Fund's written consent.

Dealings under the Grant Agreement

- 12.7 You shall not sub-contract, assign, novate, grant security over, share with any other person or otherwise deal with the Grant or any Grant monies or any other of your rights or obligations under the Grant Agreement without GTV's prior written consent except that you may delegate the performance of any of your obligations to your Staff or sub-contract any of your aspect of the delivery of the Project to any Delivery Organisation. See also Part A Condition 4.7 in relation to contracting with Delivery Organisations.
- 12.8 Even if you delegate responsibility for observing or performing any provision of the Grant Agreement to any third party you will remain accountable for delivering the Project and for observing and performing the terms of the Grant Agreement and ensuring that your delegates and associates, the Staff and Delivery Organisations, so observe and perform such terms. See also Part A Condition 4.7 in relation to contracting with Delivery Organisations.

Employment Regulations

- 12.9 It is the intention of the parties that for the duration of the Grant Agreement and the Grant and/or on the termination, partial termination, variation, novation, assignment or re-negotiation of the Grant Agreement or the Grant, the Employees are and will remain employed by you and Employees will not transfer or be deemed to transfer to GTV by virtue of the Regulations.
- 12.10 If, notwithstanding the express intention of the parties, any or all of the Employees transfer or have the right to transfer from you to GTV because of the Regulations and/or due to the operation of the Grant Agreement or on the termination, partial termination, variation, novation, assignment or re-negotiation of the Grant Agreement or the Grant, you will indemnify GTV from and against all cost, claims, damages, liabilities and expenses arising from the application of the Regulations to the Employees and keep GTV so indemnified and hold it harmless.
- 12.11 If you change your name or transfer, assign or otherwise dispose of your assets to another legal person, or transfer any of the Employees to another legal person, you will tell GTV immediately in writing and will use your best endeavours to procure that the new employer of the Employees assumes your rights and obligations under the Grant Agreement.

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Cumulative rights and remedies

12.12 The rights and remedies provided in the Grant Agreement are cumulative and are not exclusive of any rights or remedies available by law.

Resolution of Disputes

12.13

12.13.1 If a party gives notice in writing of a dispute under or in connection with the Grant Agreement ("the Notice") the representatives of the parties appointed under the Grant Agreement shall meet within 5 days of the Notice and use their reasonable endeavours to resolve the dispute within 10 days of the Notice. Reference to days in this Condition 12.13 means working days from and including the date of the stated notice.

12.13.2 If the dispute is not resolved pursuant to Condition 12.13.1 the dispute shall, from and including the eleventh day from the Notice, be subject to discussion and resolution by GTV's Executive Director (if GTV is involved in the dispute) and your most senior officer or member, who shall use their reasonable endeavours to resolve the dispute.

12.13.3 If the dispute is not resolved in accordance with Condition 12.13.2 above within 15 days of the Notice the parties shall attempt to settle disputes by mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure which is incorporated into and forms part of the Grant Agreement. Either party may initiate the mediation by giving notice ("ADR Notice") to the other party and a copy to CEDR. The mediation will start within 10 days of the ADR Notice.

12.13.4 No party may commence any court proceedings in relation to any dispute until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay. Either party to the dispute may seek a preliminary injunction or other judicial relief at any time if in its reasonable judgment such action is necessary to avoid irreparable damage.

Confidentiality

12.14 Without prejudice to the validity and operation of Condition 10 (Publicity) you acknowledge and agree that all Confidential Information you obtain from or relating to GTV is the property of GTV.

12.15 You will treat all Confidential Information as strictly confidential, and you will not use or disclose any such Confidential Information except (1) to those of your Staff or Delivery Organisations or advisers who have a genuine need to know, or (2) to the extent necessary, in any event upon terms of strict confidentiality enforceable by you or GTV.

12.16 Condition 12.15 does not apply where the Confidential Information is or becomes, through no fault of yours, in the public domain.

12.17 For the avoidance of doubt for the purposes of the Grant Agreement all Intellectual Property relating to the Project is Confidential Information that is confidential to GTV.

12.18 The provisions of Part A Conditions 12.14 to 12.17 inclusive will survive the termination of the Grant Agreement.

12.19 If we identify to you any information as being confidential and received by GTV from the Fund you shall not disclose any such Confidential Information to any person whatsoever without GTV's prior written consent.

Data Protection

12.20 You confirm that (unless you are exempt from the notification requirements under the DPA) you have given notification as a data controller under the DPA.

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- 12.21 If you are a trust or an unincorporated association we may carry out bankruptcy searches and/or credit reference checks against your trustees and officers. By signing the Grant Agreement you confirm that each of your trustees (if you are a trust) or officers (if you are an association or club) consent to us carrying out such searches and checks at any time.
- 12.22 In relation to personal data you supply or have supplied at any time to GTV, the Fund or to any other person acting on their behalf in connection with the Project (including the personal data of you, your Staff or the Key Personnel you will obtain the data subject's consent to you passing the data subject's personal data to GTV for us to hold as data controller to use for any purpose in connection with the Programme or the Project so that GTV can lawfully observe and perform the terms of the Grant Agreement for its part and exercise its rights under the Grant Agreement. The consent you obtain from each data subject must include consent for GTV to make such personal data available to GTV's Staff, organisations that assist GTV in the management or delivery of the Awards Programme (such as members of the grants panel, facilitators who assist you with developing your Project proposal, evaluators who evaluate the Project, and the organisations that employ or manage them) or to the Fund or its servants, agents or contractors.

Information Law compliance

- 12.23 You shall comply with all the requirements of the Information Laws to the extent they apply to you by law or under the terms of the Grant Agreement.
- 12.24 You shall at your own cost and expense give reasonable assistance and cooperation to GTV or the Fund for the purposes of the Information Laws to enable the Fund to comply with the Information Laws.
- 12.25 You will notify GTV promptly if you receive any request for disclosure of any information in connection with the Grant Agreement, the Project or the Heathrow Community and Environment Awards.

Intellectual Property

- 12.26 In consideration of the Grant you hereby irrevocably assign to GTV the benefit of all Intellectual Property Rights in the Intellectual Property relating to the Project.
- 12.27 If any part of the Grant is used directly or indirectly to purchase or develop any Intellectual Property Rights then you will take all necessary steps to protect such rights and you agree that you will not exploit such rights without GTV's prior written consent. Protection of such rights means that, unless we agree otherwise in writing in relation to any particular Intellectual Property or Intellectual Property Rights, you must obtain (1) custody or full control of the original Intellectual Property (and at our request you must give or procure custody for GTV), (2) a waiver of any third party's rights, and (3) a written assignment to you of the Intellectual Property Rights or an enforceable right to obtain such an assignment in writing at your or GTV's request. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. You understand and accept that if we provide any consent under this Condition 12.27 it may be subject to conditions requiring you to repay or to share any money you receive with GTV.
- 12.28 You acknowledge and agree that the name "Heathrow Community and Environment Awards" is a trade mark of GTV and the Fund (in this Condition 12.28, "the Name") and that all Intellectual Property Rights in the Name shall vest in GTV and the Fund.
- 12.29 GTV hereby grants you a revocable, royalty free licence for the term of the Grant Agreement, to use GTV's Intellectual Property Rights or the Name for the purposes of performing your obligations under the Grant Agreement subject always to you complying with GTV's branding and publicity guidelines that GTV shall issue from time to time. You may permit your Staff to use GTV's Intellectual Property Rights for such purposes and subject to such terms, but you may not licence, sub-licence, disclose or share in any other way GTV's Intellectual Property or Intellectual Property Rights with any other person whatsoever without GTV's prior written consent.
- 12.30 You will supply us with the originals of each item of Intellectual Property on request, and in the meantime you will keep the originals of each item of Intellectual Property secure and in good condition.

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VAT

- 12.31 You acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by GTV to you. You understand GTV's obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant.
- 12.32 You agree to repay GTV immediately any VAT you recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.
- 12.33 You will notify GTV immediately if any irrecoverable VAT claimed under the Grant becomes recoverable.
- 12.34 You will keep proper and up to date records relating to VAT, and you will make such records available for GTV to look at and give GTV copies when requested.
- 12.35 If GTV has funded all of the VAT costs for your Project, you agree to refund immediately all of the VAT you recover to GTV. If GTV has funded a proportion of the VAT costs for the Project, you agree to refund immediately the same proportion of the VAT recovered to GTV.

Notices

- 12.36 All notices required to be given under the Grant Agreement shall be in writing and delivered by hand or sent by recorded post to the address of the other parties as shown in the Grant Agreement (or to a different address if the receiving party has given prior written notice of it) and shall be deemed received on the earlier of actual receipt or 2 days after posting.

Entire Agreement and Variations

- 12.37 The Grant Agreement, these Terms, the schedules and appendices to the Grant Agreement together constitute the entire understanding of the parties in relation to the Grant and supersede all prior agreements, representations (excluding fraudulent misrepresentations), writings, proposals, negotiations, understandings and communications, whether oral or written, express or implied between the parties regarding the Grant, to the fullest extent permitted by law.
- 12.38 In the event of a conflict between the terms of the Grant Agreement and its schedules and appendices (or any of them) and these Terms, the Grant Agreement and its schedules and appendices take precedence.
- 12.39 Subject to Condition 12.40, no change of or modification to the Grant Agreement or any matter or other thing governed by it will be valid unless made using the Variation Form signed by an authorised representative of each party. Either party may propose changes but neither party shall be obliged to accept them. No change will take effect until GTV has issued an offer letter and you have signed and returned such offer letter and satisfied and complied with all the conditions to be fulfilled before instalments of the Grant may be requested or paid under such offer letter.
- 12.40 We reserve the right to change or modify the Grant Agreement unilaterally in the following circumstances:
 - 12.40.1 if you fail to observe or perform any provision of the Grant Agreement;
 - 12.40.2 if any part of any other funding for the Project due from other sources is withdrawn or withheld for any reason or otherwise cannot be used for the Project;
 - 12.40.3 GTV believes such conditions are necessary or desirable to make sure that the Project is delivered as set out in the Grant Application or following any agreed changes;
 - 12.40.4 pursuant to GTV's rights under Part A Condition 7.6 or under Condition 12.40 of these Terms;
 - 12.40.5 GTV judges that any of your Staff (including members of your governing body) 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 the reputation of GTV or the Fund as a distributor of public money or as a government-sponsored body; or

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12.40.6 GTV has reasonable grounds to believe that it is necessary to protect public money.

You hereby irrevocably agree that GTV may change the terms of the Grant Agreement at any time to take account of any terms, conditions or requirements that are enforceable or imposed by the Fund or any amendment, variation or other change to such terms. GTV may so change the terms of the Grant Agreement by giving you notice of the change, and that such notice shall take effect immediately or retrospectively or at such time as the notice may specify.

Priority of the Grant Agreement

12.41 The Grant Agreement supersedes any prior agreement between the parties regarding the Services, whether written or oral, and any such prior agreements are cancelled as at the Commencement Date.

Waiver

12.42 The waiver by GTV of any breach of the Grant Agreement by you will not operate as a waiver of subsequent or other earlier breaches of the same or a different kind. No delay, neglect or forbearance by GTV in enforcing any of its rights under the Grant Agreement will be deemed to be a waiver of such rights unless confirmed in writing by GTV.

Severability

12.43 If any provision of the Grant Agreement is invalid, illegal or unenforceable it shall not affect the validity, enforceability or legality of the other provisions of the Grant Agreement. The parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid, illegal or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in the Grant Agreement. Failure to agree on such a provision within 3 months of commencement of those negotiations shall entitle GTV to terminate the Grant Agreement forthwith by written notice to you. The obligations of the parties under any invalid, illegal or unenforceable provision of the Grant Agreement shall be suspended during such a negotiation.

Further assurance

12.44 You shall do, and use all reasonable endeavours to procure to be done, all such further acts, deeds and other things and execute or procure the execution of all such other documents as GTV may from time to time reasonably require for the purpose of giving GTV the full benefit of the provisions of the Grant Agreement.

12.45 You hereby irrevocably appoint GTV as your attorney to sign, execute and deliver on your behalf all deeds and documents and to do all acts and things necessary to give effect to the terms of the Grant Agreement.

Choice of law and jurisdiction

12.46 It is agreed that the Grant Agreement will be governed by and interpreted in accordance with English law and that (subject to Condition 12.13) any dispute in connection with the Grant Agreement will be dealt with exclusively by the courts of England, applying English law.

13. Definitions and Interpretation

13.1 In these Terms:

'Accountable Body' means the organisation named in the Grant Agreement (if we require), which agrees to hold and administer the Grant monies on behalf of the Recipient

'Appropriate Share' means, in cases where the Grant part-funds the Project, the proportion of the total budgeted cost of the Project (expressed as a percentage) contributed by the Grant monies

'Asset Monitoring Period' means the period during which GTV or the Fund will monitor the Project Assets, being:

- (a) (for all Project Assets) the period shown in the table set out in paragraph 1 of Part C of these Terms, starting from and including the date of purchase or creation of the relevant Project Asset, or

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(b) (for Project Assets to which Condition 4.45 of these Terms applies) the period shown in the list set out in paragraph 2 of Part C of these Terms

'Bank Account' means an interest-bearing account with a UK based bank or building society and held by and in the name of the Accountable Body (if any) or the Recipient and which requires the signatures of at least two authorised persons for each withdrawal

'Bank Mandate' means a properly completed mandate for the Bank Account on our designated Form

'Capital Expenditure' means the types of capital expenditure identified in the note to the Financial Details

'Capital Grant Terms' means the terms and conditions set out in Part B of these Terms

'Certificate' means written confirmation on our Form that (1) the Project is consistent with the Recipient's purposes as set out in its constitution, (2) the offer of the Grant has been approved by the Recipient in accordance with its constitution, and (3) officers of the Recipient have been duly appointed and authorised to accept the Grant and to sign the Grant Agreement (and all other documents and instruments referred to in the Grant Agreement) on behalf of the Recipient

'Commencement Date' means (where the Grant Agreement is in the form of a letter) the date on which the last party to sign the letter signs and (where the Grant Agreement is in the form of a formal agreement) the date entered at the head of all copies of the Grant Agreement

'Heathrow Community and Environment Awards Panel' means the panel that decides whether to make a Grant, and the amount of the Grant

'Completion Report' means your report on the Project made on our designated Form when the Project is complete

'Confidential Information' means all information by its nature confidential or designated as confidential by any party in writing together with (1) all similar information which relates to the affairs, finance, data, developments, know-how, personnel and suppliers of any party, and (2) all information which may reasonably be regarded as the confidential information of the disclosing party

'Connected Person' means a person or organisation which may benefit from the Project otherwise than by receiving payment for goods and/or services on an arm's length basis

'Delivery Organisation' means a person or organisation which acts as your sub-contractor to assist in delivering the Project 'DPA' means the Data Protection Act 1998

'Employees' means all persons employed by you, whether or not they are involved in the Project

'Event of Default' means an event as described in Condition 7.2 (above)

'Financial Details' means the financial specifications for the Project, which are set out in Schedule 2 of the Grant Agreement

'Forms' means the Grant Application form, the Bank Mandate form, the Grant Claim form or any other forms we may require, each in the format designated by us

'Fund' means the Heathrow Community and Environment

'Grant' means the monetary grant offered by Groundwork UK to the Recipient on the terms of the Grant Agreement and for the purpose of the Project stated in the Project Specification

'Grant Agreement' means the written agreement (in the form of a letter or formal agreement signed and dated by the parties) into which these Terms are incorporated and subject to which we make the Grant

'Grant Application' means the application for the Grant which you made on our designated Form

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'Grant Claim' means your request for payment of the Grant (or part of it), which you must make using our designated Form

'Grant Instalment' means (if we offer the Grant in several instalments) an instalment of the Grant or (if we offer the Grant in a single instalment) the instalment of the Grant

'Grant monies' means any Grant monies including interest or other income earned from or received in respect of them or the Project Assets

'GTV' means Groundwork Thames Valley (a charitable company limited by guarantee and registered in England with company number 1982077 and registered charity number 2937055) whose registered office is Denham Court Drive, Denham, Uxbridge, Middlesex UB9 5PG.

'Groundwork Representative' means GTV's representative named in the Project Specification, or another authorised person whom we nominate by telling you in writing. The Groundwork Representative will be your main point of contact, will provide guidance and assistance in connection with the Heathrow Community and Environment Awards or instructions in connection with the Project, and will monitor the progress of the Project

'Information Laws' means the DPA, the Freedom of Information Act 2000 ("FOIA"), the Environment Information Regulations 2004 and the Codes of Practice issued under Sections 45 and 46 of FOIA ("the Codes").

'Insurance Cover' means public liability insurance cover on such terms and with such level of cover as we decide and such other reasonable insurance cover as we might reasonably require on such terms as we reasonably direct from time to time (including as specified in the Financial Details) in respect of employer's liability, professional indemnity, directors and officers liability and damage to property and in this definition 'reasonable insurance cover' means reasonable having regard to your responsibilities and liabilities under the Grant Agreement and having regard to all reasonably foreseeable loss or damage (including death and personal injury) caused to or by any individuals on or in connection with the Project

'Intellectual Property' means the name "Heathrow Community and Environment Awards", each and every recorded specification or description and each design, plan, application, drawing, logo, trade mark, trading or operating name (other than your name), domain name, software, report, file, image, correspondence, recording, database, know-how and other similar items whatsoever and all Intellectual Property Rights in such items and any other items we may notify to you in writing

'Intellectual Property Rights' means each and every registered or unregistered trade mark, service mark, design right, patent, application for or rights or claims in respect of any of the foregoing, copyright, performance right, database right or knowhow and other similar rights, claims or obligations (whether registerable or not), in any country including but not limited to the UK and whether existing now or in the future

'Interim Report' means a report you make on the Project, on our Form, other than the Completion Report

'Key Date' means the date or dates proposed in the Financial Details for payment of the Grant (or instalments of the Grant) or the achievement by you of Milestones, which we may change at our absolute discretion

'Key Personnel' means the Project Manager and those of your Staff who are identified in the Project Specification as being key personnel, who are essential to the Project

'Matched Funding' has the meaning given in Part A Condition 3.2

'Milestones' means the milestone conditions set out in the Project Specification, which we require to be met before each Key Date

'organisation' means, in connection with the Accountable Body, an authority or a corporation, and in all other cases means a validly and properly constituted incorporated association, an unincorporated partnership, a trust, corporation or authority

'party' means a party to the Grant Agreement and 'third party' means any other party

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'Permitted Expenditure' means the expenditure for which a given Grant Instalment may be used, being the purpose(s) stated in the Financial Details, provided that such expenditure is not Prohibited Expenditure, and provided that you meet our record-keeping and other requirements in relation to expenditure in accordance with the Grant Agreement

'Prohibited Expenditure' has the meaning given in the Financial Details.

'Project Assets' means assets or goods wholly or partly acquired, constructed, restored, conserved or improved using the Grant monies (including assets or goods used as part of the Project and previously acquired, restored, conserved or improved using funding provided by any distributing body under the National Lottery etc Act 1993 and including any Intellectual Property or Intellectual Property Rights or Confidential Information and including Capital Assets as defined in Part B, Paragraph 1 of these Terms), or the proceeds of sale of such assets or goods, where the assets or goods cost or are valued at (whichever is higher) £500 or more and have a useful economic life of three years or more (based on normal accounting practice). For the avoidance of doubt the term

'Project Assets' includes land owned by a third party where the land is restored, conserved, improved or otherwise refurbished or altered using the Grant monies

'Project Completion Date' means the date, specified in the Project Specification, by which the Project must be completed

'Project Manager' means the manager of the Project responsible for ensuring, on behalf of the Recipient, that the Project outputs are delivered in accordance with the Project Specification

'Project Report' means your Interim Reports and/or your Completion Report (as the context admits or requires)

'Project Specification' means the written specification for the completed Project (which the completed Project must meet) and the plan for delivery of the Project (which you must follow), and is set out in Schedule 1 of the Grant Agreement

'Receipts' means receipts and receipted invoices for each item of Permitted Expenditure

'Recipient' means the organisation to which we make the Grant and which is responsible for completing the Project, and where appropriate includes your Staff

'Regulations' means the Transfer of Undertaking (Protection of Employment) Regulations 2006

'your Representative' means the person authorised by you and named in the Grant Agreement to represent you, or another authorised person whom you nominate by telling us in writing

'Revenue Expenditure' means the types of revenue expenditure identified in the note to the Financial Details

'Security' means such security as is specified in the Grant Agreement, which may at our discretion include mortgage, charge, lease, monetary retention or deposit or collateral warranties or a deed of dedication, (where title to land is registered) a restriction to be lodged at HM Land Registry against the title or (where title is not registered) an undertaking, each in our designated Form

'Staff' means trustees, directors, officers, employees, servants, members of a club or association, volunteers, contractors or agents

'Step-in Rights' means GTV's rights set out in Condition 8

'Variation Form' means our designated Form which must be used for agreeing any changes to the terms of the Grant Agreement

'we', 'us' and 'our' means GTV and shall where appropriate include reference to GTV's authorised employees, contractors or agents

'Working Day' means any day other than a Saturday, Sunday, and bank or other English public holiday

'you' and 'your' means the Recipient and/or (where the context so admits) the Accountable Body

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- 13.2 Reference to suspension of the Grant means we will not pay any further instalments for the time being. Reference to withdrawal of the Grant means we will not pay any further instalments at all. In either case our rights to demand reimbursement of Grant instalments already paid to you are not affected.
- 13.3 References to parties and other persons include their successors and permitted assigns, except where the context requires otherwise. Reference to a person means an individual, corporate body, public authority or organisation.
- 13.4 References in these Terms to a 'Condition' are references to Conditions of these Terms unless otherwise specified.
- 13.5 Headings in these Terms and in the Grant Agreement are for ease of reference only and shall not affect the interpretation of these Terms or the rest of the Grant Agreement.
- 13.6 References to these Terms, the Grant Agreement or any other agreement, document, instrument or statute are references to them in force for the time being and as amended, varied, supplemented, consolidated or re-enacted from time to time and include all schedules and annexes to such agreement, document, instrument and statute and, in the case of statutes, all delegated legislation.
- 13.7 Where there are two or more persons comprised in a party to the Grant Agreement:
- 13.7.1 each of those persons is jointly and severally responsible and liable for all obligations expressed to be assumed by that party; and
- 13.7.2 where a party is a trust and those persons representing the trust or trusts are the trustees, references in Conditions 7 and 9 to the relevant party shall, in the case of those persons, refer only to the trust or its assets, liabilities, revenues and outgoings (as the case may be) unless those persons are acting fraudulently or dishonestly
- 13.8 In the Grant Agreement the words 'written' and 'writing' include fax and e-mail
- 13.9 In the Grant Agreement the words 'including' and 'include' and 'in particular' shall be construed so as not to limit the range of matters that it is intended to cover even if a list of examples is given
- 13.10 All schedules and appendices to the Grant Agreement form part of the Grant Agreement
- 13.11 The words "parent" and "subsidiary" have the meanings given in section 258 of the Companies Act 1985
- 13.12 The term "conflict of interest" includes any interest or association, whether pecuniary or not, in or with the Recipient or any other person or persons (including any Connected Person) likely to be affected by the Grant Application
- 13.13 The words "dispose", "disposed" and "disposal" in relation to the disposal of any asset include the sale, transfer, lease, licensing or any other disposal or dealing with or sharing use of or any interest in any asset.

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PART B – CAPITAL GRANT TERMS

General

1. If any part of any Grant GTV makes to you is to refurbish or alter land ("Capital Assets"), then you understand that these standard terms and conditions will apply to the Grant in addition to all other conditions GTV has required of you. In this Part B the part of the Grant that is for Capital Assets is referred to as the "Capital Grant".

Grant of Security to GTV

2. You will grant GTV such Security as we may require over the Capital Assets funded by the Grant to secure repayment of the Grant. Where Security is required GTV will not pay any of the Capital Grant until it has received the relevant documents completed to GTV's satisfaction.
3. GTV reserves the right to require confirmation from your solicitors (by way of a legal opinion in our designated Form) that the Recipient has the legal powers under its governing documents to undertake the Project and to execute the legal documents associated with the Grant. Where GTV asks for a legal opinion, GTV will not pay any of the Capital Grant until we have received the documents, completed to GTV's satisfaction.

Loans secured against capital assets

4. You must disclose to GTV all loans secured on the Capital Assets and satisfy us that there are no undisclosed loans so secured. You may not take out any loans secured on any Capital Assets funded or part-funded by the Capital Grant unless GTV first agrees in writing. You agree that GTV's consent, if given, may be subject to conditions.

Grant used for works on land

5. If all or part of the Capital Grant is to be used for any works:
 - (a) GTV will keep ninety five percent of the Capital Grant until GTV has been provided:
 - (i) with evidence in a satisfactory form that you have received any necessary planning permission and consents from the Local Planning Authority and landowner (or other applicable consents or regulations) required for the works; and
 - (ii) evidence in a satisfactory form that a competitive tender process has been undertaken with a minimum of three estimates received from three independent Delivery Organisations. If you are to commission the works under pre-tendered arrangements, you must provide GTV with evidence of the tender process undertaken to identify existing contractors;
 - (b) GTV will only pay Grant Instalments in stages, when GTV receives Delivery Organisations' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices;
 - (c) GTV will keep five per cent of the part of the Capital Grant for the works until GTV receives the certificate of practical completion. GTV must receive from you:
 - (i) the making good defects certificate;
 - (ii) the final certificate;
 - (iii) confirmation that you have obtained the building regulations completion certificate; and
 - (iv) confirmation that you have obtained the land insurance certificate; and
6. If you do not make Grant Claims for Capital Grant within ten weeks of incurring the relevant Capital Expenditure, then GTV will proportionally reduce the Capital Grant in line with the actual Capital Expenditure incurred in the claim period.

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PART C – ASSET MONITORING PERIOD

1. The following is the table referred to in the definition of the term “Asset Monitoring Period” as showing the Asset Monitoring Period for the purposes of Part A of these Terms.

Asset type	Value of asset	Asset monitoring period (from date of completion of the works)
Equipment and vehicles	£500 and above	Useful economic life of the asset as determined by normal accounting practices
Refurbishment or alteration of any land in accordance with the Grant Agreement	Up to £50,000	5 years

2. The following is the list referred to in the definition of the term “Asset Monitoring Period” as showing the Asset Monitoring Period for the purposes of Part B of these Terms (the Capital Grant Terms):
 - (a) for capital grant of up to £50,000 for works (on freehold or leasehold land already owned by the grant recipient): 5 years;
 - (b) for other capital assets if bought with up to £50,000 of capital grant: 5 years after the purchase or the length of the grant agreement whichever is the shorter.