

This Contract is between the **Trustees of the National Heritage Memorial Fund** of 7 Holbein Place, London, SW1W 8NR ('HLF') and the **Big Lottery Fund** whose registered office is at 1 Plough Place, London EC4A 1DE ('BIG') (HLF and BIG being referred to in this Contract as 'we', 'us', 'our') and **London Borough of Haringey** of Civic Centre High Road London N22 8LE ('you', 'your')

Date:

The following conditions will apply to this grant.

- 1 You must only use the grant of **Two Hundred and Thirty Five Thousand Pounds £235,000** (payable for our internal purposes under reference number **PF-07-00933/1**) in connection with **Lordship Recreation Ground** and the property (see paragraph 12 below), if any, for the purposes we have approved (known as the development funding work) forming part of your application, numbered PF-07-00933. These purposes may be varied and agreed by any further correspondence with us. You cannot transfer the grant.
- 2.1 You must not start or make any changes to the development funding work without our written permission.
- 2.2 The development funding work includes the production of various documents, designs and plans and the provision of information, which as a minimum only, must include the matters set out in the letter awarding the grant dated 20 March 2007.
- 2.3 Before you commission the production of any of the documents required for the development funding work you will send us for approval the brief for those documents you intend to submit to the relevant contractor or professional adviser. You must only instruct a contractor or professional adviser in accordance with the brief (or any modification of it) which has been approved by us.
- 2.4 We will not make payment of the final instalment of the grant until you have sent us and we have approved, any documentation required for the development funding work.
- 3 You must carry out the development funding work according to the conditions in this contract and any other documents (known as the monitoring documents) we produce to guide and regulate the development funding work. This includes variations to the grant, publicity, drawdown, clawback and monitoring. Where the conditions of this contract differ from the conditions in the monitoring documents, the conditions of this contract shall apply.
- 4 You must carry out the development funding work in line with current best practice and to a standard appropriate to a project important to the national heritage.
- 5 The development funding work must be completed by **31 May 2009** (known as the grant expiry date).

- 6 You must give us any progress reports and financial or other information and records we ask for relating to the grant or the development funding work.
- 7 You must allow us, and our authorised representatives, access to all relevant property and information. This is so that we can monitor the development funding work. You must also consider any recommendations we or our representatives make in relation to the development funding work.
- 8 You must monitor the success of the development funding work and give us a completion report and a copy of any reports which are produced with our grant at the end of your development funding work. The completion report must satisfy us that this work has been completed successfully and as set out in this contract and the monitoring documents.
- 9 Unless we agree otherwise in writing, you must advertise (outside your organisation) all new jobs and tender any goods, services and works paid for by the grant in the way set out in the monitoring documents.
- 10 Once we have announced the grant, you must acknowledge the grant publicly in line with the monitoring documents and 'How to acknowledge your Grant' guidance. You must meet the minimum requirements as set out for the kind of project you are running. If required, you must also provide us with photographs, transparencies or high resolution digital images in electronic format of your project and meet any other acknowledgement or publicity requirements we may tell you about from time to time.
- 11 You must get any necessary permission for us or you to use the photos, transparencies and digital images you provide before you send them to us and before you use them.
- 12 If you use any of the grant to buy, create or otherwise fund assets such as equipment, or other assets such as intellectual property rights (together known as the property), you must not sell or otherwise dispose of the property or any part of it or interest in it without getting our permission first. We may add certain conditions if we give approval. In any event you must obtain the full market value of the property.
- 13 Unless we agree otherwise, you must pay us immediately a share of the net proceeds from selling or disposing of the property (or any part of it or interest in it). The amount you must pay will be set out in the monitoring documents.
- 14 You must allow the public reasonable and appropriate access to the results of your work.
- 15 Up to the grant expiry date, we will pay the grant or any part of it to you as set out in this contract and the procedures and conditions set out in the monitoring documents. However, this only applies as long as:
  - the National Lottery continues to operate as set out in the National Lottery etc. Act 1993;

- the National Lottery provides us with enough funds;
  - we are satisfied that the development funding work is being, and will continue to be or has been, undertaken as set out in this contract; and
  - you are using the grant in a proportional way compared with funds from other sources, as set out in your application.
- 16 We will not pay you the final instalment of the grant until we have approved your completion report.
- 17 If you complete the development funding work without spending the full amount of the grant, you must return the unspent amount to us immediately. We will not increase the grant as the result of an overspend or otherwise.
- 18 We will stop paying the grant and you must repay what you have already received if:
- you do not use the grant for the development funding work or change the scope of the work without getting our permission beforehand;
  - you have broken clause 5 (unless it is due to circumstances beyond your control) or any other conditions of this contract;
  - you change your status, close down, are declared bankrupt or go into receivership or liquidation;
  - you have, in our opinion, given us fraudulent, incorrect or misleading information;
  - you have acted fraudulently or have, in our opinion, been negligent in connection with the development funding work; or
  - any competent authority has directed the repayment of the grant.
- 19 When asking you to repay what you have already received, we may take into account:
- how feasible (in our view) it would be for you to sort out the problem within a reasonable time and to our satisfaction; and
  - any parts of the development funding work you have completed successfully.
- 20 You must provide a revised application within 90 days if:
- you change the project; or
  - there is change in your status.
  - the property changes hands, or
  - you close down
- If we approve the revised application, we may set certain conditions.
- 21 If you sell or dispose of the property (or any part of it or interest in it) without our permission, we may recover from you the share due to us under paragraph 13, instead of (but never as well as) the amount you would repay under paragraphs 18 and 19.
- 22 If more than one person is named as 'you' in this contract, you will all be responsible together and separately.
- 23 The conditions of this Contract will apply for ten years from the date of this Contract.

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Signed on behalf of the Trustees of  
the National Heritage Memorial Fund  
and on behalf of  
the Big Lottery Fund

.....  
(Please print name)

X ..... X  
Signed on your behalf:

X ..... X  
(Please print name)