Company name: BROAD STREET MEETING HALL LTD
Company number: 04659319

Received for Electronic Filing: 04/07/2018

Details of Charge

Date of creation: 03/07/2018
Charge code: 0465 9319 0001
Persons entitled: BIG LOTTERY FUND
Brief description: LEASEHOLD PROPERTY KNOWN AS 122 AND 124 BROAD STREET COVENTRY

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: HAYDN ROBERT JONES
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 4659319

Charge code: 0465 9319 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2018 and created by BROAD STREET MEETING HALL LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2018.

Given at Companies House, Cardiff on 6th July 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
Broad Street Meeting Hall Limited

- to -

BIG LOTTERY FUND

-------------------------------------------------------------

LEGAL CHARGE

- of -

122 and 124 Broad Street Coventry CV6 5BG

-------------------------------------------------------------

Form of Charge filed at HM Land Registry under reference MD1049A

Big Lottery Fund
1 Plough Place
London
EC4A 1DE
LEGAL CHARGE dated 3rd July 2018

BETWEEN

(1) Broad Street Meeting Hall Limited (Company No 04659319) (Registered Charity No1112122) whose registered office is at 126 Broad Street Coventry CV6 5BG ("the Grant Holder") and

(2) BIG LOTTERY FUND of 1 Plough Place London EC4A 1DE ("The Fund")

1. Introduction

1.1 In this Deed the following expressions have the following meanings:

"Grant" means the grant of £927,021.00 offered by the Fund to the Grant Holder in connection with the Project and subject to the Grant Conditions

"Grant Conditions" means the terms and conditions attached to the Fund’s grant offer letter dated 21st November 2016 to the Grant Holder and a copy of which is annexed to this Deed in Schedule 1

"Grant Period" means the period of twenty years from the date of the Fund’s grant offer letter dated 21st November 2016

“Lease” The Lease of the Property dated 7th August 2018 and made between (1) Gillian Pauline Griffiths and (2) The Grant Holder the freehold reversionary Title to which is registered at HM Land Registry under Title number WM689072.
"Project" means the acquisition of the Property and the demolition and rebuilding of a Meeting Hall upon the Property.

"the Property" means all that leasehold property known as 122 and 124 Broad Street Coventry and more particularly described in and demised by the Lease.

1.2 In this Legal Charge where the context so admits the expressions "the Grant Holder " and "the Fund" include their respective successors in title and assigns.

1.3 It is a condition of the Grant that the Grant Holder grants a Legal Charge on the Property on the terms set out in this Deed.

2. Payment of the Grant by the Fund

The Fund shall pay the Grant to the Grant Holder in accordance with the Grant Conditions for the purpose of the Project.

3. Repayment of the Grant by the Grant Holder

3.1 If the Grant Holder shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) shall be repayable forthwith upon receipt of a written demand from the Fund to the Grant Holder and the Fund shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice.

3.2 Interest shall be payable by the Grant Holder to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) from the date
of the notice referred to in Clause 3.1 until the actual date of repayment at a rate equal
to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after
as before any judgment)

4. **Legal Charge**

The Grant Holder hereby charges with full title guarantee by way of legal mortgage
the Property with the repayment to the Fund of the Grant in accordance with the terms
of this Deed

5. **Appointment of a Receiver**

5.1 At any time after the money secured by this Deed shall have become payable the Fund
may from time to time appoint any person or persons to be the receiver or receivers of
the whole or any part of the Property and may from time to time remove any receiver
so appointed and appoint another in his place

5.2 Any receiver appointed by the Fund may if so directed in writing by the Fund in his
absolute discretion have power to:

5.2.1 enter upon and take possession of the Property or any part of it and complete
any buildings on it which may be unfinished

5.2.2 enter upon and take possession of the whole or any part of the Property and
commence or continue construction of any building or buildings whether or
not in accordance with the Works then being carried on at the Property

5.2.3 borrow or raise or secure the payment of money (whether or not in priority to
the moneys secured by this Deed) in such manner as the receiver shall in his
absolute discretion think fit
5.2.4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit

5.2.5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto

5.2.6 manage any building or carry on any business carried on at the Property as agents for the Grant Holder in such manner as he may think fit

5.2.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary

5.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grant Holder

5.2.9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held

5.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours

5.2.11 compromise any claim or claims of or against the Property or arising out of the Property

5.2.12 effect indemnity insurance and other like insurance and obtain Bonds

5.2.13 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Grant Holder
5.2.14 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of the Grant Holder

5.3 All moneys expended by the receiver shall on demand be repaid by the Grant Holder with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property

5.4 Any receiver appointed by the Fund shall so far as the law allows be deemed to be the agent of the Grant Holder for all purposes who shall solely be responsible for his acts and the Fund shall not be under any liability for his remuneration or otherwise

5.5 The Fund shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

6. **Power of Attorney**

The Grant Holder hereby irrevocably appoints the Fund and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 the Grant Holder hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund or any such receiver shall do or purport to do by virtue of this clause

7. **Advice**
The Grant Holder hereby certifies that the Grant Holder has power to grant this Legal Charge

8. **Execution**

This Legal Charge was executed as a deed but not delivered until the date hereinbefore written

9. **Registration**

By executing this deed the Grant Holder applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry: "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 3rd day of July 2018 in favour of the Big Lottery Fund referred to in the Charges Register”

10. **Statements – applicable where Grant Holder is a Charity**

10.1 The Property charged is held by (or in trust for) the Grant Holder, a non-exempt charity, and this mortgage is not one falling within section 124(9) of the Charities Act 2011 so the restrictions on disposition imposed by section 124 of that Act apply to the Property

10.2 The restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)

11. **Certificate**

The Charity Trustees of the Grant Holder certify that they have power under the trusts of the charity to enter into this charge and that they have obtained and considered proper advice regarding this charge in accordance with section 124(2) of the Charities Act 2011
SCHEDULE 1

(the grant offer letter)
Mr. Alan Griffiths
Broad Street Meeting Hall Ltd
126 Broad Street
Coventry
CV6 5BG

21.11.2016

Project ID: 0010253669

Dear Mr. Griffiths

Reaching Communities Buildings
Grant offer

I am pleased to confirm that we would like to offer your organisation a grant of £1,064,465 for the following project:

Broad Street Meeting Hall

This project aims to demolish and re-build the current old, inefficient and outdated community hall and replace it with a two storey building, which will have an increased capacity of around 50%. The proposed works on the ground floor will include lift access, a kitchen, toilets and a main hall, a meeting room, breakout space for people to meet informally to chat and enjoy light refreshments, a computer room and storage space. The first floor layout will mirror the ground floor.

We hope this will help your project make a difference to your beneficiaries.

The grant will be made up of the following amounts for each year:

<table>
<thead>
<tr>
<th>Year</th>
<th>Capital</th>
<th>Revenue</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year one</td>
<td>£927,021</td>
<td>£10,000</td>
<td>£937,021</td>
</tr>
<tr>
<td>Year two</td>
<td>£0</td>
<td>£46,372</td>
<td>£46,372</td>
</tr>
<tr>
<td>Year three</td>
<td>£0</td>
<td>£48,811</td>
<td>£48,811</td>
</tr>
<tr>
<td>Year four</td>
<td>£0</td>
<td>£32,261</td>
<td>£32,261</td>
</tr>
</tbody>
</table>
Capital: The capital grant will pay for construction, Fixtures Fittings & Equipment, professional fees, inflation and contingency.

Revenue: The revenue grant will pay for the majority of the salary for a full-time community worker (£72,605) for three years, recruitment costs (£1,000), training (£3,600), sessional workers (£33,600), marketing (£7,500), building capabilities (£10,000) and contribute towards community events (£9,139)

Terms and conditions of grant
Please read the terms and conditions of grant attached to this letter.

All grants for projects involving land and buildings are subject to the standard capital terms and conditions of grants, which require you to meet specific legal requirements.

You can find detailed guidance on our legal requirements in the Guide to your grant. All legal documentation requested must be provided in the form described in Appendix 2 of the guide.

Before we can make capital payments above a five per cent lead in you must provide:

- a completed Certificate of title from your solicitor
- a Legal charge on the land and buildings and a legal opinion from your solicitor

Before we can make capital payments for building work you must provide:
- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender confirmation form).

Accepting the grant offer
If you accept our offer and agree to meet our terms and conditions of grant, the senior or legally responsible contact named on your application form must sign the declaration at Annex B of this letter. You must return the signed offer letter
attached to the terms and conditions, to the following address by 15 December 2016:

Big Lottery Fund
Apex House
3 Embassy Drive
Edgbaston
Birmingham
B15 1TR

If you don’t return the signed offer letter and terms and conditions by this date, our offer will automatically lapse. If you won’t be able to meet this deadline you must contact us immediately.

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

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

If you have any questions about this offer or our terms and conditions, please call us as soon as possible.

By accepting our terms and conditions, you agree to meet our monitoring requirements. You can find out about these in the Guide to your grant. Please read this to find out what you will be required to do during the life of the grant.

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

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

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

Acknowledging our funding using the Big Lottery Fund beneficiary logo
It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where Lottery money is going in their community. Please refer to Annex A of this letter for details on how to use our beneficiary logo and acknowledge your grant. When you sign this offer letter, you are acknowledging that you have received this information and agree that we may give your details to the Gambling Commission as detailed in Annex A. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

Starting the grant
We’ll email you a Bank or building society details form within the next five working days to complete, so that we can pay funds into your account. If we don’t have an email address for you the Bank or building society details form will be enclosed with this offer pack and you must return it with the signed offer letter.

After we’ve received your signed grant agreement and Bank or building society details form, we’ll get in touch to confirm your grant has started or to let you know if there is anything else you need to do.

You must start your grant within six months of the date we receive your signed grant agreement. You should contact us if you think there may be a problem with this.

James Lias will be your funding officer for the grant, and will be in touch soon to arrange a time to discuss it in more detail. They will tell you more about how we will pay and monitor your grant and you will have the opportunity to ask any questions you may have. You can contact James by email at james.lias@biglotteryfund.org.uk, or phone on 0121 3457864.
Project outcomes and indicators
We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes and indicators for the project are set out at Annex C of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

Publicising the grant
We would like to help you celebrate your grant and share your good news with other people. We’ll announce your grant offer along with others we are making at the same time, with a press announcement on 13.12.2016 and we’ll publish details of it on our website. You can arrange your own publicity, but please make sure that news of the grant is not shared with the media or made public until this date. You can contact the press office on 0207 2111888 for further advice.

Publicising your project is important so that people can learn about the fantastic work you’re doing in your community. It’s also good for people who play the National Lottery to see where their money is being spent and how people are benefitting from it. One of the easiest ways you can publicise your grant and promote the work that you do is on social media channels such as Twitter and Facebook. Guidance and information on this and other ways to publicise your grant can be found in the guidance on our website www.biglotteryfund.org.uk/publicity.

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

Yours sincerely

Mark Purvis
Head of Funding
Enclosed:

- standard revenue terms and conditions (attached to this letter)
- standard capital terms and conditions (attached to this letter)
- a copy of this offer letter and the terms and conditions for your records
- your Guide to your grant.
Annex A

Using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where National Lottery money is going in their community. The main, but not sole, means of acknowledging your grant is using the beneficiary logo as widely as possible. The beneficiary logo is made up of the Big Lottery Fund circle logo, the National Lottery crossed fingers and the words “Lottery Funded”, these elements together all form one piece of artwork.

This section of your contract is formal in tone because it relates to intellectual property rights - the Gambling Commission own the trademarks for the crossed fingers and “Lottery Funded” artwork. If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo.

The beneficiary logo is described in the enclosed grant acknowledgement requirements booklet, called show. This is also available, with further information, on our website www.biglotteryfund.org.uk/logos.

You must comply with these guidelines, or any future version of those guidelines which we send to you. This permission is personal to your project and you may not transfer any of your rights to another person or project.

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

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

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

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

If you have any questions regarding acknowledging your grant please contact us for advice at branding@biglotteryfund.org.uk
Annex B
Broad Street Meeting Hall Ltd
Project ID: 0010253669
Project name: Broad Street Meeting Hall

Who must sign this offer letter?
The senior or legally responsible contact named in your application form must sign this offer letter. They must be at least 18 years old and hold a senior position in your organisation as follows:

<table>
<thead>
<tr>
<th>Organisation type</th>
<th>Senior/Legally responsible contact's role in your organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organisations incorporated under the Companies Act</td>
<td>Director or company secretary</td>
</tr>
<tr>
<td>Local authorities and statutory health bodies</td>
<td>Chief executive or director</td>
</tr>
<tr>
<td>Schools</td>
<td>Head teacher</td>
</tr>
<tr>
<td>Town or parish councils</td>
<td>Clerk to the council or office bearer</td>
</tr>
<tr>
<td>Community councils (Scotland only)</td>
<td>Chair</td>
</tr>
<tr>
<td>All other types of organisation</td>
<td>Chair, vice chair or treasurer</td>
</tr>
</tbody>
</table>
Declaration
I am/we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

<table>
<thead>
<tr>
<th>Senior/Legally responsible contact</th>
<th>Title</th>
<th>Forenames (in full)</th>
<th>Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Mr</td>
<td>Winston</td>
<td>Bradford</td>
</tr>
</tbody>
</table>

Position in organisation

Chairman

Signed

Mrs. Bradford

Date

24th Nov 2016

Second signatory (companies only)
If your organisation is a company, this letter must be signed by two people. This second signatory must be a director or the company secretary and a different person to the senior/legally responsible contact named above.

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames (in full)</th>
<th>Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mrs</td>
<td>Janet</td>
<td>Vaughan</td>
</tr>
</tbody>
</table>

Position in organisation

Secretary

Signed

JK Vaughan

Date

24th November 2016

What happens if our senior/legally responsible contact has changed?
If your senior or legally responsible contact has changed since you submitted your application, contact the funding officer named in this letter who will send you the relevant form to complete. You must return a completed form with your signed offer letter. Your new legally responsible contact must sign this offer letter.
Annex C
Project outcomes, change indicators and timescales

<table>
<thead>
<tr>
<th>Project outcome one</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outcome</strong></td>
<td>By upgrading BSMH, residents from disadvantaged communities will have improved physical and mental health and general well being.</td>
</tr>
<tr>
<td><strong>Indicator one</strong></td>
<td>People from disadvantaged communities using the building will report a greater ability to deal with their own problems</td>
</tr>
<tr>
<td><strong>Level</strong></td>
<td>250 people/year</td>
</tr>
<tr>
<td><strong>Timescale</strong></td>
<td>Year one</td>
</tr>
</tbody>
</table>

| **Indicator two**   | Residents from disadvantaged communities using the building will feel more optimistic about the future |
| **Level**           | 250 people/year |
| **Timescale**       | Year one |

| **Indicator three** | 150 residents each year from disadvantaged communities will report improved physical and mental health |
| **Level**           | 150 people/year |
| **Timescale**       | End of project |

<table>
<thead>
<tr>
<th>Project outcome two</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Outcome</strong></td>
<td>People using BSMH developing English language, numeracy, IT and job application skills will improve confidence and employability.</td>
</tr>
<tr>
<td><strong>Indicator one</strong></td>
<td>People attending classes at the building each year will report increased confidence in communicating with others</td>
</tr>
<tr>
<td><strong>Level</strong></td>
<td>150 people/year</td>
</tr>
<tr>
<td><strong>Timescale</strong></td>
<td>Year one</td>
</tr>
</tbody>
</table>

<p>| <strong>Indicator two</strong>   | People attending classes at the building will report greater understanding of the job market |</p>
<table>
<thead>
<tr>
<th>Level</th>
<th>75 people/year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timescale</td>
<td>Year one</td>
</tr>
</tbody>
</table>

**Indicator three**

Residents using services at BSMH will have obtained volunteering, work experience, training or employment within 6 months of accessing services.

<table>
<thead>
<tr>
<th>Level</th>
<th>24 people</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timescale</td>
<td>End of project</td>
</tr>
</tbody>
</table>

### Project outcome three

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Single parents and women will participate in activities to reduce isolation and improve well-being and integration.</th>
</tr>
</thead>
</table>

**Indicator one**

Local women and single parents accessing services at BSMH each year

<table>
<thead>
<tr>
<th>Level</th>
<th>50 in year 2 &amp; 50 in year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timescale</td>
<td>Year two</td>
</tr>
</tbody>
</table>

**Indicator two**

Single parents and women using services provided at BSMH will report increased opportunities to meet others from different communities and feel less

<table>
<thead>
<tr>
<th>Level</th>
<th>30 in year 2 &amp; 30 in year 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timescale</td>
<td>Year two</td>
</tr>
</tbody>
</table>

**Indicator three**

Single parents and women using the services provided at BSMH will report improved physical and mental wellbeing by the end of each year

<table>
<thead>
<tr>
<th>Level</th>
<th>80 people</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timescale</td>
<td>End of project</td>
</tr>
</tbody>
</table>

### Project outcome four

<table>
<thead>
<tr>
<th>Outcome</th>
<th>Ethnic and cultural groups will have improved confidence, feel more integrated and less isolated.</th>
</tr>
</thead>
</table>

**Indicator one**

New ethnic and cultural groups regularly using
<table>
<thead>
<tr>
<th>Indicator</th>
<th>Description</th>
<th>Level</th>
<th>Timescale</th>
</tr>
</thead>
<tbody>
<tr>
<td>one</td>
<td>BSMH or providing services at BSMH will increase by a third</td>
<td>10 groups</td>
<td>End of project</td>
</tr>
<tr>
<td>two</td>
<td>Groups accessing or providing services at BSMH each year will report new opportunities for joint working on projects or events</td>
<td>5 groups</td>
<td>Year one</td>
</tr>
<tr>
<td>three</td>
<td>Groups accessing or providing services at BSMH by the end of the project will report feeling more able to influence decision locally</td>
<td>5 groups</td>
<td>End of project</td>
</tr>
</tbody>
</table>
Please make sure you have read the ‘Guide to your grant’ and the ‘Grant Acknowledgement Requirements’ booklet before completing this form.

<table>
<thead>
<tr>
<th>Organisation name</th>
<th>Broad Street Meeting Hall Ltd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unique Reference Number</td>
<td>1025369</td>
</tr>
<tr>
<td>Project name</td>
<td>Broad Street Meeting Hall</td>
</tr>
</tbody>
</table>

1. **Project start date**
The project start date is the date that the first member of staff starts work or the date you begin building work or the date that activities begin. The date must be within six months of the date we received your signed grant agreement.

On what date do you expect your project to start?

Day 01 Month 07 Year 2017

2. **Lead-in payment**
Do you need a lead-in payment before the project start date?

Yes [x] No [ ]

If yes, how much lead-in payment do you need?

<table>
<thead>
<tr>
<th>Expenditure item</th>
<th>Revenue</th>
<th>Capital</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional fees (Project Manager, Architect, QS, M&amp;E, SE, Building)</td>
<td>£</td>
<td>£ 46,351</td>
</tr>
<tr>
<td>Control, Acoustic Design) for RIBA Stages 4-7</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td></td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td></td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>Subtotals</td>
<td>£</td>
<td>£</td>
</tr>
<tr>
<td>Total lead-in payment (not to exceed five percent of the awarded grant)</td>
<td>£</td>
<td>£</td>
</tr>
</tbody>
</table>

Date by when the revenue lead-in payment is required

Day [ ] Month [ ] Year [ ]
How will the above expenditure items enable the timely start of your project?

By minimising delay in the payment of professional fees and help with cash flow for a small community organisation.

3. Authorised signatories for your Big Lottery Fund grant
Give details of two people who are authorised to make payment claims and report on your Big Lottery Fund grant on behalf of your organisation.

**Signatory one**

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames (in full)</th>
<th>Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr</td>
<td>Andy</td>
<td>Duncan</td>
</tr>
</tbody>
</table>

Position in organisation

Co-ordinator/ Project Manager

Date of birth

30/03/1960

Phone number

07939 105708

Email address

ajd100@virginmedia.com

Home address including postcode (if signing on behalf of a statutory body, we will accept business address including postcode)

100 Whoberley Avenue
Coventry CV5 8EQ

Signature

Date

11/01/2017

**Signatory two**

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames (in full)</th>
<th>Surname</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mr</td>
<td>Alan</td>
<td>Griffiths</td>
</tr>
</tbody>
</table>

Position in organisation

President

Date of birth

01/11/1943

Phone number

024 7663 7660

Email address

bswindows@sky.com
including postcode)

115 Ash Green Lane, Coventry CV7 9AP

Signature

[Signature]

Date

11/01/2017

4. Declaration
1. I declare that to the best of my knowledge, the information given in our Setting up your grant form is correct and complete.

2. I understand that the information provided in our Setting up your grant form may be circulated and discussed with any person or organisation helping the Big Lottery Fund evaluate our project.

3. I confirm that the signatories to section three are authorised to draw down funds and authorise expenditure that the Big Lottery Fund grant has paid for on behalf of this organisation.

This form must be signed by the chair, chief executive or person of similar authority in your organisation. If you are a company, this form must be signed by two directors or a director and the company secretary. If the person who accepted the grant agreement is no longer in post, the new post holder should write to us and attach evidence to confirm that there has been a change of post holder. This evidence might be in the form of a committee or board meeting minute, resignation letter or appointment letter, for example, and we should be able to see the signatures from both the previous and the new chief executive.

Signatory one
Title
Mr

Forenames (in full)
Winston

Surname
Bradford

Position in organisation
Chair

Signature

[Signature]

Date

12/01/2017

Signatory two
Title
Mrs

Forenames (in full)
Janet

Surname
Vaughan

Position in organisation
Secretary

Signature

[Signature]

Date

12/01/2017
Standard terms and conditions for Reaching Communities

Definitions

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

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

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

1. In general

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

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

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

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

2. The project

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

2.2 We will start the project within six months of the date of the Grant Agreement or, if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.3 We agree to use reasonable endeavours to deliver the project and complete it on time or within a reasonable period if you have not set a time limit.

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

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

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

2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents or any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

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

2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.

2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.

2.11 We agree to comply with all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice whilst the Grant Agreement remains in force. We will obtain all approvals and licences required by law or by you.

2.12 If our project involves work with children, young people or vulnerable adults ("vulnerable people"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. We will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service. We will regularly review our policy and
procedures to ensure they adhere to any applicable legislation and/or regulations

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

2.14 We will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

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

2.16 We will operate under the principles set out in your Welsh Language scheme and in particular we will produce bilingually all publicity materials, such as leaflets, signs and web content if they are funded by you, advertise bilingually any posts funded by you and take into consideration the linguistic needs of the community throughout the life of the grant.

3. Our organisation

3.1 We will get your written agreement before:

- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or

- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

October 2014mp
3.2 We will write to you immediately if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

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

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

3.5 We will let you know when our governing body, management committee or board of directors falls below three unrelated members and will increase it to at least three unrelated people as soon as possible.

4. VAT

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

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

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

October 2014mp
4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies promptly when requested.

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

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

5. Our annual report and accounts

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

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

5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently examined by a suitably qualified person if our annual income is over £10,000. We understand that if we are a statutory body, we are not required to send you our accounts. However, if you require to see them, we will send you our accounts, signed and audited as required by the appropriate regulations.
5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been spent. We will make these financial records available to you to look at and give you copies.

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

6. Monitoring

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

6.3 We will complete a final report about the project using the form you send us. We understand that the grant monitoring is complete only after we have completed this report and you have received annual accounts for the full period to your satisfaction.

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

6.5 We will inform you immediately in writing if there is to be any variation to or decrease in the project outcomes.
7. Grants for Salaries

7.1 We will ensure that we have legally compliant employment policies and procedures in place at all times. Our policies will reflect the requirement of equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.

7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We will send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re-advertisement. We will keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them. If we have an internal recruitment policy in place, you may waive the right to enforce this condition in writing at your discretion.

7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date.

7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.
8. Grants for Assets and Services

8.1 If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then we will comply with the terms of the standard capital grant conditions attached to the grant offer letter or any other conditions which you have required of us.

8.2 If any part of the grant is used to buy any other capital items including vehicles, or a series of related capital items or services or a series of services costing more than £10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will obtain your written agreement beforehand. We will comply with all anti-bribery and anti-corruption legislation and UK and European procurement legislation. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

8.3 If any part of the grant is to buy a capital item including vehicles or series of capital items costing more than £10,000 we will keep all receipts and invoices and send them to you if you ask for them. If the cost of the item or items is less than £10,000 we will keep all receipts and invoices and make them available for inspection on request. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.

8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights against claims from third parties and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if
you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.

8.5 We will keep all assets funded by the grant safely and in good repair and condition and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it as soon as reasonably practical.

8.6 We understand that you will monitor assets bought with the grant for a period of up to ten years after the grant has ended for assets purchased for over £100,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were purchased for less than £100,000 you will monitor the assets for a period of five years or while the Grant Agreement remains in force, whichever is the shorter. We will supply you with information that you ask for and will allow you to inspect the assets for that period.

8.7 During the grant monitoring period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide written consent you may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

9. Payment of grant

9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.
9.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM’s or debit cards to make cash withdrawals or payments from this account.

9.3 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 6 months of the date of the grant offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.

9.3 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.

9.4 You will normally make payments for up to three months spending in advance as long as we complete a satisfactory payment plan before the project starts and we have given written notice of the project start date.

9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you require extra information or documents, you may request this and may postpone payment of the grant until you decide that the terms are met or until you receive the information you want.

10. Length of Grant Agreement

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

- For one year following the payment of the last instalment of the grant.

October 2014
• As long as any part of the grant remains unspent.

• The expiry of the maximum period required under the grant for asset monitoring.

• As long as we are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on grant expenditure or project delivery).

11. We understand that

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

11.2 We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

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

11.4 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that arise from a suspension even if the investigation finds no cause for concern.

11.5 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:

• We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.

October 2014mp
• We completed the application form dishonestly or incorrectly or misleadingly.

• We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.

• Members of our governing body, volunteers or staff have offered, given or agreed to give any person any money or gifts to bring about this Grant Agreement or act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.

• Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Charity Commission for Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body.

• We receive duplicate funding from any other source for the same or any part of the project.

• We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.

• There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.

We are or become legally ineligible to hold the grant.

If you have reasonable grounds to believe that it is necessary to protect public money.

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

11.7 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.

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

11.9 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

12. Additional conditions

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

- We are in breach of the Grant Agreement.
- You withdraw any part of the funding for the project.

- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body.

- If you have reasonable grounds to believe that it is necessary to protect public money.

- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.
Reaching Communities Buildings - Standard terms and conditions for capital grants

1. If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land ("capital assets"), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us.

2. We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be:

   - a legal charge or a standard security in your standard form or
   - a deed of dedication in your standard form and if the property is registered, a restriction or inhibition to be lodged at the Land Registry or Land Register where appropriate or if the property is unregistered, a deed or letter of undertaking in your standard form to secure repayment of the grant in appropriate circumstances.

   If you have asked for security, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction.

3. We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction.

4. We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive your agreement in writing first. Your agreement may be subject to conditions, which we will have to meet.

5. If any part of the capital grant is to buy land (whether freehold, heritable or leasehold land), we will send you when asked the following documents:

October 2012mp
• a surveyor's report on the condition of the property, its value for the purpose of the project and whether it is suitable for the project;

• confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;

• If the grant is for £100,001 or over, a certificate of title completed by our solicitors (which you will supply), together with:
  
  - a signed legal charge or standard security and our solicitors undertaking to register it at the Land Registry or Land Register and at Companies House, where appropriate, or
  
  - a deed of dedication and if the property is registered, our solicitors undertaking to lodge a restriction or an inhibition at the Land Registry or Land Register, where appropriate, or if the property is unregistered, a deed or letter of undertaking; and

• If the grant is for £350,000 or over and we are not a statutory body, confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents.

6. If any part of the capital grant is to buy leasehold land, then we will ensure that the lease will be for the following minimum term of years or for the minimum asset monitoring period in clause 12, whichever is the longer:

• For capital grant of up to and including £100,000: a lease of at least 5 years, without a break clause.

• For capital grant of £100,001 or more but less than £350,000 a registered and assignable lease of at least 10 years, without a break clause.

• For capital grant of between £350,000 and £5 million (inclusive): a registered and assignable lease of at least 20 years, without a break clause.

• For capital grant of more than £5 million: a registered and assignable lease of at least 40 years, without a break clause.

• If the grant is £350,000 or over and is to buy leasehold land, we will send you a copy of the signed lease, which must satisfy you that it is suitable security for the grant.
7. If all or part of our capital grant is to be used for any building work we understand and accept:

- that you will keep 95% of the capital grant until we have provided in a satisfactory form:
  - evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work; and
  - evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements, we will provide evidence of the tender process undertaken to identify existing contractors;

- that you will make payments in stages when you receive builders’ invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) or RIAS (The Royal Incorporation of Architects in Scotland) form or other appropriate Invoices;

- that you will keep 5% of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate; the final certificate; confirmation that we have obtained the building regulations completion certificate; and confirmation that we have obtained the buildings insurance certificate; and

- that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.

8. If our capital grant is £100,001 or over and to be used for any building work we understand and accept that:

- you will require confirmation (by way of a certificate of title, which you will supply) from our solicitors that we are the leasehold, freehold or heritable owner of the capital assets to which the grant relates and that the capital assets may be employed for the grant purpose;
you will keep 95% of the capital grant until we have provided in a form which is completed to your satisfaction:

- a copy of the tender review report. If we are to commission the building work under pre-tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money;

- an updated capital project cost summary, cash flow and programme; and

- evidence that we have secured all the required partnership funding for the capital project;

we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out;

- if structural work is necessary, we must employ a structural engineer;

- we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover; and

- if building works come under the Construction (Design and Management) Regulations, we will confirm that we have appointed a planning supervisor.

9. We understand that if we do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then you will proportionally reduce our capital grant in line with the actual capital expenditure incurred in the claim period.

10. If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will
have to meet. You will need to be satisfied that the new lender understands and will put the interests of the beneficiaries of the project first. We undertake that:

- any loan secured on the capital assets will be used entirely on the project; and

- the maximum loan will be no higher than the amount of money being put up by the new lender.

11. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.

12. You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:

- for grant of up to and including £100,000 applied to capital assets: 5 years

- for grant of £100,001 or more but less than £350,000 applied to capital assets: 10 years

- for grant of between £350,000 and £5 million (inclusive) applied to capital assets: 20 years

- for grant of more than £5 million applied to capital assets: 40 years

- for grant applied to other assets (not land or buildings): the period specified in the standard terms and conditions.

October 2012mp
13. We understand and accept that the asset-monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.
SIGNED as a DEED by
Broad Street Meeting Hall Limited
acting by
two Directors

Signature
WINSTON BRADFORD
Director

Signature
XIN DABBS
Director

SIGNED as a DEED by
BIG LOTTERY FUND acting by:

Chief Executive/Solicitor to the Fund
DIRECTOR OF FINANCE
AND CORPORATE SERVICES