

MR01

Particulars of a charge



Companies House

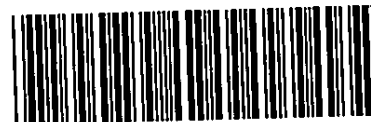
02356313

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08



A07 02/06/2015 #206
COMPANIES HOUSE
A48QRRAJ
A16 21/05/2015 #207
COMPANIES HOUSE
A47W8641
A29 16/04/2015 #281
COMPANIES HOUSE

This form must be delivered to the Registrar for registration with
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This
copy must be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 6 9 4 6 0 9 8

Company name in full Mahdlo (Oldham Youth Zone)

For official use

Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 20 05 2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name The Secretary of State for Education

Name

Name

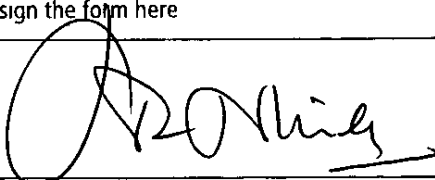
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	✓ All that Leasehold property bounded by Egerton Street and Horsedge Street, Oldham more particularly described in and edged red on the plan annexed to a Lease dated 27 March 2015 and made between Oldham Borough Council (1) and Mahdlo (Oldham Youth Zone) (2) now known as Mahdlo (Oldham Youth Zone) Egerton Street, Oldham, OL1 3SE		
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ^①	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Val Stocker

Company name North Ainley Halliwell

Address 34/36 Clegg Street

Post town Oldham

County/Region Greater Manchester

Postcode O L 1 1 P S

Country England

DX 23605 Oldham

Telephone 0161-624-5614



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6946098

Charge code: 0694 6098 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2015 and created by MAHDLO (OLDHAM YOUTH ZONE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2015.

Given at Companies House, Cardiff on 9th June 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 20th May 2015

MAHDLO (OLDHAM YOUTH ZONE)

-to-

THE SECRETARY OF STATE FOR EDUCATION

LEGAL CHARGE

-of-

MAHDLO, Egerton Street, Oldham OL1 3SE

✓
We hereby certify that this is a true copy
of the document of which it purports to
be a copy

North Ainsley Halliwell
North Ainsley Halliwell
Solicitors Oldham

LEGAL CHARGE dated

20th

May

2015

BETWEEN

(1) **MAHDLO (OLDHAM YOUTH ZONE)** (Company No 6946098) (Registered Charity No 1134427) whose registered office is at Mahdlo Egerton Street Oldham Lancashire OL1 3SE ("the Grant Holder") and

(2) **THE SECRETARY OF STATE FOR EDUCATION** ("the Chargee")

1. Introduction

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

"Fund" means Big Lottery Fund of 1 Plough Place, London EC4A 1DE

"Grant" means the grant of four million nine hundred and ninety four thousand five hundred and seventy seven pounds (£4,994,577) paid by the Fund to OnSide 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 26th February 2009 to OnSide 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 26th February 2009

"OnSide" means OnSide Youth Zones, formerly OnSide North West Limited (Company No 6591785) (Registered

Charity No 1125893) whose registered office is at Suite GB Atria, Spa Road, Bolton, Lancashire BL1 4AG

"Project"

means the acquisition of the Property and the establishment by OnSide and the ongoing delivery by the Grant Holder of MAHDLO (Oldham Youth Zone), a facility for children and young people providing universal activity-based services complimented by a range of targeted support services to help and educate by promoting physical, intellectual and social potential

"the Property"

means all that leasehold property bounded by Egerton Street and Horsedge Street, Oldham more particularly described in, and edged red on the plan annexed to, a lease of even date herewith and made between Oldham Borough Council (1) and the Grant Holder (2) now known as MAHDLO (Oldham Youth Zone) Egerton Street, Oldham OL1 3SE

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

1 3 It is a condition of the Grant that a Legal Charge on the Property is granted on the terms set out in this Deed

2. Background

2.1 The Fund has paid the Grant to OnSide in accordance with the Grant Conditions for the purpose of the Project

- 2.2 OnSide has constructed and established the Project in accordance with the Grant Conditions
- 2.3 The Grant Holder has been delivering the Project and will continue to deliver the Project in accordance with the Grant Conditions during the Grant Period
- 2.4 In administering the Grant, the Fund was acting as agent for the Chargee and the Chargee is entitled to the benefit of the Grant Conditions including the right to take this Legal Charge on the Property

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 shall be repayable forthwith upon receipt of a written demand from the Chargee to the Grant Holder and the Chargee shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such demand
- 3.2 Interest shall be payable by the Grant Holder to the Chargee on the Grant from the date of the demand 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 Chargee 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 Chargee 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 Chargee may if so directed in writing by the Chargee 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 any works then being carried on at the Property in relation to the Project

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 Chargee 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 Chargee shall not be under any liability for his remuneration or otherwise

5.5 The Chargee 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 Chargee 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 Chargee 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

8.1 This document may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument

8.2 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 "Until the 23rd March 2029 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 [] in favour of The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London SW1P 3BT referred to in the Charges Register or signed on such proprietor's behalf by its conveyancer"

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 117-121 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



Mr Jeremy Glover MBE
OnSide North West Limited
18 Spa Road
Bolton
Lancashire
BL1 4AG

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

26 February 2009

Telephone: 0121 345 7700
Textphone: 0121 345 7666
Fax: 0121 345 8888

Reference: MYP/1/010308442

DIXHAM

Dear Mr Glover MBE,

myplace: Grant offer

I am pleased to tell you that the **myplace** committee, on behalf of the Department for Children, Schools and Families has agreed to offer an in-principle grant of £4,994,577 to your organisation. The capital grant will be made up of the following total amounts for each year:

Year 1	£ 442,641
Year 2	£4,551,936
Total	£4,994,577

If you are a third sector led project, you will also receive a fixed £50,000 revenue grant which can be used to fund eligible revenue and overhead costs.

Annex A to this letter forms part of the terms and conditions of this grant.

We expect to make a public announcement of successful applications on 4 March 2009. I would ask you to respect a strict embargo on news of our decision until then as we may wish to publicise all offers made under this grant programme at the same time.

Zoe Ivory will be your contact for this grant. They will be in touch with you soon to arrange a time to discuss the capital delivery plan and business plan in more detail. In the meantime, should you wish to discuss any matters further, you can contact Zoe Ivory by email at zoe.ivory@biglotteryfund.org.uk quoting your Unique Reference Number (URN), or by phone at 0121 345 7784

The Guide to your grant also explains what you need to do after you have accepted our offer. Please make sure you read these and send us all the information we ask for.



department for
children, schools and families



myplace is funded by the Department for Children, Schools and Families
and delivered by the Big Lottery Fund

You must send us your capital delivery plan and business plan within six months of the date of this grant offer letter. You should contact us if you think there may be a problem with this.

We can put you in touch with advisors, who are funded by the Department for Children, Schools and Families, to support the delivery of the programme's priorities. The **myplace** support team can offer a wide variety of free support to your project over the next two years, enabling you to:

- embrace good practice;
- build the role of young people in leading your project;
- strengthen **myplace** plans for long term viability; and
- keep your construction project on track and within budget

By accepting this grant and the terms and conditions attached to it, you agree to publicly acknowledge it by using the **myplace** logo. We will provide you with further information on how to do this shortly

We wish you every success with your project and look forward to hearing from you shortly

Yours sincerely



Marion Nash
Head of Programme Management

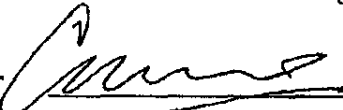
Enclosed:

- Annex A to this letter
- Terms and conditions
- Copy of this offer letter for your records
- Disc including guide to your grant and other documents
- Invitation to Standard Track **myplace** Seminar
- Information about the **myplace** support team

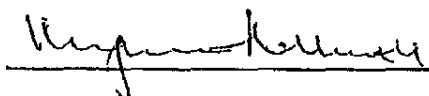
Reference: MYP/1/010308442
OnSide North West Limited

We are authorised on behalf of the organisation name above to accept this offer of grant on the terms and conditions stated.

Name: CHARLES WILLIAM HOLLOYS Position: CHAIRMAN

Signature:  Date: 24/03/09

Name: Mrs V Harewood Position: DIRECTOR

Signature:  Date: 24/03/09

Who can sign? Please make sure you follow these rules:

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign.
- For local authorities, the chief executive must sign.
- For other organisations, the chair, vice chair, secretary or treasurer must sign.

Annex A

Our in-principle offer is for £4,994,577

The grant is for the delivery of the project as described below

The grant will fund building costs, plant and equipment, professional fees, inflation, contingency of 1% and non-recoverable VAT

This offer of grant is made on the additional condition that,

- The facility must be open for activities at times that suit young people. This will include late Friday and Saturday night opening unless the Big Lottery Fund has provided its prior written consent. This is an addition to the terms and conditions of your grant

Oldham Youth Zone

Applicant: OnSide North West Ltd (OSNW), third sector, established to construct, adapt and equip facilities for YP and adults. Two fast-track applications to the myplace programme were made, with one award in Carlisle and one deferral in Blackburn. The applicant has also applied to standard track for a project in Manchester.

Project: Oldham Youth Zone (OYZ), Oldham, Lancashire, constituency of Oldham East and Saddleworth, North West Region. IMD band: 0-10.

Capital: £4,994,577 (100%) requested of total capital cost of £4,944,577.

Revenue: £4,468,096 over five years of which 35% is secured from local authority revenue grants and 65% unsecured, including resource and development (22%), private sector support (21%), fees (12%), YP's spending within OYZ (8%), residential trips, off-site activities and facility hire (2%).

Current situation. The applicant states that non-commercial provision for YP in Oldham town centre is very sparse, with no regular provision at weekends. Oldham has a significant BME population and there is recent history of community tension.

Building. A new build over two years on the site of the redundant Marjory Lees Health Centre in Oldham Town Centre. Facilities will include a four-court sports hall (incorporating a climbing wall), an external floodlit MUGA and a fully equipped fitness suite. There will be a variety of flexible recreational and social areas, an atrium, multi-purpose training rooms, offices, coffee bar and catering facilities.

Activities. The building will offer facilities for a wide range of sports, physical and cultural activities, such as football, climbing, boxing, arts, music and dance.

Support: There are firm plans for the co-location of support services provided by Brook, PCT and Connexions to provide marginalised YP with easy access to information, advice and guidance on drugs and substance misuse, sexual health, teenage pregnancy, education, careers and housing. Discussions are being held with the Looked After Children and Youth Offending Teams about providing on-site services and it is likely that there will be signposting system to clinical services

Opening hours: Seven days a week until 10pm, opening from 8am during school holidays, 3.30pm during term-time and from 9am at weekends

Target group: YP aged 8 to 21 in Oldham (up to 25 years for those with disabilities and/or learning difficulties), focusing on those who are vulnerable, disadvantaged or otherwise hard-to-reach. Approximately 75% of beneficiaries will be aged 13 to 19. The applicant states two Oldham town centre wards contain areas among the most 1% deprived in England, one of which has the highest percentage (49%) of YP who live in poverty.

Partners: Oldham Metropolitan Borough Council (OMBC), public sector, the local authority in which the project is based, will grant a long-term lease in the site to OSNW and will aid sustainability by brokering and underwriting an annual local statutory sector contribution of 40% of OYZ operating costs.

Positive Steps Oldham (PSO), third sector, an independent sector charitable trust and company limited by guarantee providing an integrated range of services for YP and adults including Connexions, Youth Offending Service and Oldham Drugs and Alcohol Action Team, responsible for leading on developing links with the specialist partner agencies.

Reported world-class features: The applicant states that the project will be world-class because it will be innovative, iconic, led by YP and providing what they want, open when they want, accessible and affordable, owned and operated by the community and sustainable.

Project outcomes

We expect that you will be demonstrating progress towards achieving certain project outcomes by the end of the grant and will track the progress of your project using milestones. The outcomes you described in your application form for the project are set out at the end of this letter. We will ask you to report regularly throughout the project on your progress towards achieving your outcomes, as explained in the Guide to your grant.

We also expect you to send us a capital delivery plan and business plan for us to review within six months of the date of this grant offer letter. There is detailed guidance about capital delivery plans and business plans in the Guide to your grant. Once we have approved your capital delivery plan and business plan, you can start your project, and draw down your grant. If we do not approve your capital delivery plan the in principle grant offer will lapse. Note that your partnership agreement will be reviewed with your capital

delivery plan and it may be that we ask you to revise this based on the enclosed guidance

Accepting our terms and conditions

If you accept our offer and agree to meet the terms and conditions, please return a signed copy of this letter attached to the terms and conditions by 26 March 2009. If you do not, we may withdraw this in-principle offer.

Please do not detach the terms and conditions from the signed offer letter. They are part of the contract.

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 contact us as soon as possible.

By accepting our terms and conditions you agree to meet **myplace** monitoring requirements. These are described in the Guide to your grant.

If you do not meet our requirements, including the monitoring requirements, we may withhold payment of this grant.

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.

Standard terms and conditions of grants under the *myplace* Grant Scheme to Third Sector or Private Sector Organisations as Lead Organisations

Definitions

"We" and "our" refer to the third sector or private sector organisation receiving the grant bound by these terms and conditions.

"You" and "your" means the Big Lottery Fund and includes its employees, agents and representatives

The "grant" means the grant awarded to us for the project as set out in the grant offer letter addressed to us from 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 "project assets" means any property (whether real or moveable) that is renovated, improved or created in the course of the project.

The "grant agreement", which we have accepted and signed, means the terms upon which you have agreed to give us a grant or grants and 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 or disability, and in compliance with relevant legislation.

- 1 3 We will make sure that all current and future members of our governing body 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 in compliance with all relevant regulations and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and we will provide a legal opinion from our solicitors confirming this
- 1.5 If we are a private sector organisation, we undertake that we will not benefit financially from the development of the Project and that any surplus revenues derived from trading activities will be reinvested in the Project

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 submit capital delivery and business plans, which are satisfactory to you, within 6 months of the date of this grant agreement. We will then start the project within 6 months of your approval of these plans. If the capital delivery and business plans are not acceptable to you, this grant agreement will lapse.
- 2 3 We will submit a partnership agreement relating to the project, which is satisfactory to you, within 6 months of the date of this agreement. If the partnership agreement is not acceptable to you this agreement will lapse.
- 2 4 We agree to make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit
- 2 5 We will not use the grant to pay for any spending commitments we have made before the date of the grant agreement.

- 2.6 We will tell you of any offer of funding for the project from anyone else at any time during the project
- 2.7 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly.
- 2.8 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 that refer to the project, including accounts and public annual reports, or in written or spoken public presentations about the project
- 2.9 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.10 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date
- 2.11 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts change
- 2.12 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy, including (but without limitation):
- employment legislation,
 - health and safety legislation,
 - child and vulnerable adult protection legislation,
 - Freedom of Information legislation
- 2.13 We will ensure that we have an equal opportunities policy that is implemented and reviewed regularly to help comply with all relevant laws and good practice throughout the period of the grant agreement. We will obtain all approvals and

licences required by law or by you

- 2.14 If our project involves work with children, young people or vulnerable adults ("vulnerable persons"), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable persons, which will include procedures to check with the Criminal Records Bureau backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable persons.
- 2.15 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.
- 2.16 We have and will keep in place systems to prevent fraud.
- 2.17 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose, including publication, as you see fit.

3 Our organisation

- 3.1 We will get your written agreement before
- Changing our governing document, 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 the whole or a substantial part of our assets to, or merging or amalgamating with, any other body, including a company set up by us
- 3.2 We will write to you as soon as possible if any legal claims are made or threatened against us, which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff).

- 3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue and Customs or any other regulatory body
- 3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.
- 3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4 VAT

- 4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT
- 4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant
- 4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested
- 4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you
- 4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5 Our annual report and accounts

5.1 We will comply with all relevant laws regarding the submission of accounts, audit or examination of accounts, annual reports, and annual returns

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

5.3 We will show your grant and related expenditure as a restricted fund under the description "*myplace* Grant Scheme grant" in our organisation's annual accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records

5.4 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 evaluated as appropriate for our organisation

5.5 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 used. We will make these financial records available to you to look at and give you copies.

5.6 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 or services 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 and such other information as you may require from time to time. You may use this information to monitor the project and evaluate the *myplace* Grant Scheme.

6 3 We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the full period.

6 4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6 5 We will comply with any reasonable requirements that you may have for site visits (including visits to individual project sites), compliance visits, and meetings with our officers or agents at any time during or after completion of any project or during the asset monitoring period.

7. Grants for refurbishment of property and the purchase of freehold or leasehold land and buildings

7 1 We will take reasonable steps to obtain value for money when buying goods and services in connection with any project by obtaining quotations or applying competitive tendering. If any part of the grant is used to buy any capital items or services or a series of related capital items or 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 get your agreement beforehand. We understand that organisations receiving public funds must meet the relevant UK and European legislation on procurement, together with the provisions of the World Trade Organisation General Procurement Agreement

7 2 We understand and accept that you will require security over the project assets funded by the grant. Usually this will be a legal charge in your standard form

7 3 We will ensure that we have at all times the legal powers under our governing documents to undertake the project and to execute the legal documents associated with the grant. We undertake that our governing documents will

ensure that no individual will benefit in the event of sale, winding up or dissolution of our organisation and that any assets remaining after such a sale, winding up or dissolution will be transferred to another organisation having similar Objects or to some other charitable object.

7 4 We understand that you will not pay any of the capital grant until you have received the documents you require completed to your satisfaction

7 5 We will ensure that we have no undisclosed loans secured on the project assets. Where we take out any loans secured on the project assets funded or part-funded by the grant, we will notify you of this fact without delay

7 6 If any part of the grant is to buy freehold or leasehold land and buildings, we will obtain and send to you when asked the following documents.

- a surveyor's report on the condition of the property, its value and whether it is suitable for the project;
- confirmation from our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained,
- confirmation (by way of legal opinion in a form which you will supply) from our solicitors that we have the legal powers necessary to sign the documents; and
- if any part of the grant is to buy leasehold land and buildings, we will ensure the registered and assignable lease will be on terms acceptable to you.

7 7 We understand and accept that

- you will keep ninety-five (95) percent of the grant allocated to an individual project 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 ensure that it provides evidence of the tender process undertaken to identify existing contractors,

- you will make payments in stages only when you receive builders' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices,
- you will keep five (5) per cent of the grant for any 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 the buildings insurance certificate;
- if we want to make significant changes to the scope of any works, we must get your permission in writing before going ahead,
- prior to releasing payment of any grant you will require confirmation (by way of a Certificate of Title, which you will supply) from our solicitors that we are the freehold owner or a lessee holding under a registered and assignable lease on terms acceptable to you of the project assets to which the grant relates (to the extent that they consist of real property) and that the project assets may be employed for the grant purpose, and
- you will keep ninety-five (95) percent of the 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 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 will ensure that we 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 will ensure that we employ a structural engineer;
- we will ensure that we 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 2007, we will ensure that we have appointed a planning supervisor.

7 8 Without prejudice to the terms of any security over the project assets that we give you pursuant to clause 7 2, if we sell, let, sub-let or otherwise dispose of any project assets within twenty (20) years of the date of the grant agreement, we will notify you accordingly. If we sell or dispose the project assets, 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 costs that came from you. If, with your consent, we sell the project assets wholly or partly bought with the grant, it will be at full market value and we may impose conditions upon the transfer or disposition.

7 9 You will continue to monitor the project assets for ten (10) years after the date of the grant agreement and we will supply you information about it and allow you to inspect the project assets in accordance with your standard procedures throughout the term of the grant agreement.

8 Payment of grant

8 1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant and will provide you with the bank or building society statements when asked.

8 2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM's or debit cards to make cash withdrawals or payments from this account.

8 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.

8 4 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.

8.5 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. We will submit payment claims by providing an up to date income and expenditure statement, plus a projection of future costs on the claim form you provide, plus any associated information asked for with the claim. Claims for grant payments shall be for individual project costs. Where the grant is claimed to cover estimated (rather than actual) expenditure, the claim can only include items of expenditure to be made during the period to which the claim relates.

8.6 If you are not satisfied that we have met all the terms of our grant agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

9 Length of grant agreement

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

- Twenty (20) years after the date of the grant agreement; or
- As long as we do not carry out any of the terms and conditions of the grant agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery)

9.2 We understand that you are not liable

- to any person for any matter arising in connection with the development, planning, construction, operation, management and administration of any individual project, or
- to us for any loss or damage arising directly or indirectly as the result of us complying with these standard conditions or terms of grant

9.3 We hold the grant on trust at all times and may not transfer it to any other

organisation

- 9 4 The grant agreement is solely between us and you. The standard terms and conditions cannot be enforced by any other party.

10 Information

- 10 1 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. Supervision, withholding and repayment of grant

- 11 1 You will not increase the grant if we spend more than the agreed budget.
- 11 2 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 come about from a suspension even if the investigation finds no cause for concern.
- 11 3 You may withhold or demand repayment of (in which circumstances we will immediately repay) 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,
 - we completed the application form dishonestly or significantly incorrectly or misleadingly;
 - we or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement,
 - members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or

indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation or the reputation of the Youth Facilities Fund,

- our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, HM Revenue and Customs or other regulatory body;
- we receive duplicate funding from any other source for the same or any part of the project;
- there is, in your opinion, a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;
- at any stage of the application process or during the period of the grant agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant;
- we are or become legally ineligible to hold the grant, and/or
- if you have reasonable grounds to believe that it is necessary to protect public money

11.4 You may withhold or demand repayment of all or any part of the grant if it is likely that we 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

11.5 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

12 Assignment

12.1 You may assign any of your rights under the grant agreement to any other or successor body

12.2 We may not transfer any part of the grant or this grant agreement or any rights under it to another organisation or individual.

13 Additional conditions

13.1 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 or to the detriment of the *myplace* Grant Scheme,
- if you have reasonable grounds to believe that it is necessary to protect public money; and/or
- you believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

14. Novation

14.1 You are entitled to novate your rights and obligations under the grant agreement or any part thereof to any contracting authority or any other body that is to substantially perform any of the functions that previously had been performed by you, provided that any such novation shall not increase the burden of our obligations under the grant agreement.

SIGNED as a DEED by
MAHDLO (OLDHAM YOUTH ZONE)
acting by two Directors

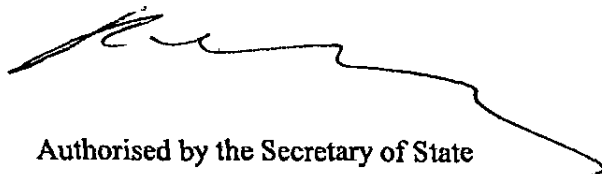
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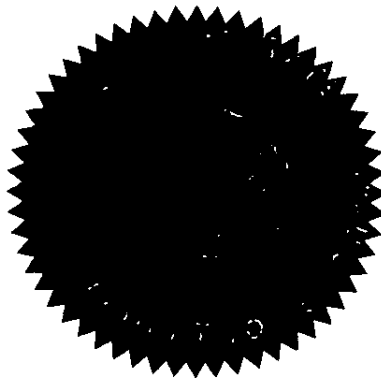
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Director

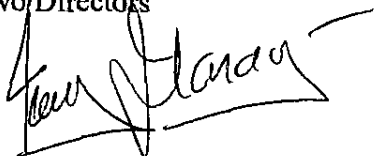
THE CORPORATE SEAL of
THE SECRETARY OF STATE
FOR EDUCATION hereunto affixed was
authenticated by:


Authorised by the Secretary of State



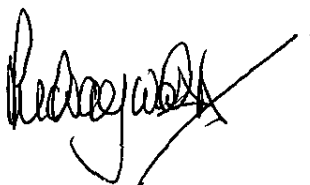
SIGNED as a DEED by
MAHDLO (OLDHAM YOUTH ZONE)
acting by two Directors

Signature



Director

Signature



Director

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