



Registration of a Charge

Company name: **EMMAUS SOUTH WALES**

Company number: **07188459**



X4DS1E0A

Received for Electronic Filing: **14/08/2015**

Details of Charge

Date of creation: **07/08/2015**

Charge code: **0718 8459 0002**

Persons entitled: **BIG LOTTERY FUND**

Brief description: **LAND & BUILDINGS AT NANT LAIS, HEOL Y NANT, BRIDGEND, CF31 4SD**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **PAUL JONES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7188459

Charge code: 0718 8459 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th August 2015 and created by EMMAUS SOUTH WALES was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2015 .

Given at Companies House, Cardiff on 17th August 2015

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

7th August

2015

EMMAUS SOUTH WALES

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

Land & Buildings at Nant Lais, Heol Y Nant, Bridgend CF31 4SD

Big Lottery Fund
1 Plough Place
London
EC4A 1DE

LEGAL CHARGE dated

7th August

2015

BETWEEN

(1) EMMAUS SOUTH WALES (Company No 07188459) (Registered Charity No 1136010) whose registered office is at Tremains Road, Bridgend CF31 1TZ ("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 £425,000 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 31st March 2014 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 31st March 2014

"Project" means the acquisition of the Property and the establishment by the Grant Holder of a sustainable community of up to 25 homeless people living in the Bridgend area, providing them with accommodation, skills, training and full time work in the organisations' social enterprise business

"the Property" means all that freehold property known as Land & buildings at Nant Lais, Heol Y Nant, Bridgend

CF31 4SD registered at HM Land Registry under
title numbers CYM209348, CYM213627 &
CYM214298

Form of charge filed at H M Land Registry under reference MD1049C

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 [7th August 2015] 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) 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

SCHEDULE 1

(the grant offer letter)



Mr. John Noble
Emmaus South Wales
Tremains Road
Bridgend
CF31 1UA

31.03.2014

Project ID: 0010064116

Dear Mr. Noble

People and Places
Grant offer

Congratulations again on your successful application. I am pleased to confirm that we would like to offer your organisation a grant of £425,000 for the following project:

Project name: Emmaus South Wales - building the first Emmaus Community in Wales

Project summary: The project will create a sustainable community home for 22 homeless people living in the Bridgend area, providing them with accommodation, skills training and full-time work in the organisation's social enterprise business. The community home will become fully sustainable within four years, through the surpluses gained from the eight charity shops and furniture superstore. Up to 120 beneficiaries over the three years will gain work and life skills, helping reduce the likelihood of becoming homeless again or re-offending.

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:

	Capital	Revenue	Total
Year one	£ 425,000	£ 0	£ 425,000

The grant, over one year, will be used towards the renovation costs of the building, and will provide 22 en-suite rooms, kitchen, dining and other communal facilities.

Terms and conditions of grant

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

This offer of a grant is made on the additional condition that:

- Six months prior to the end of your grant you must provide an exit strategy which is satisfactory to us. If you do not intend the project to continue, you must outline your plans for ensuring the beneficiaries you work with continue to receive support after our grant ends.
- You will provide us with written confirmation that the additional funding detailed in your application form is in place and ready for you to use for this project delivery, together with your undertaking that you will inform us in writing if there are any changes to the provision of this funding.

Capital grant requirements

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 the guide.

Before we can make capital payments 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
- 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, sign the declaration at Annex B of this letter and return the signed offer letter attached to the terms and conditions, to the following address by 28 April 2014:

Big Lottery Fund
10th Floor
Helmont House
Churchill Way
Cardiff
CF10 2DY

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 the Big Lottery Fund or Big 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.

Use of the National Lottery common brand logo

It is a condition of your grant that you comply with our grant acknowledgement requirements and use our beneficiary logo, so that people know you have received National Lottery funding from us. Please refer to Annex A of this letter and the enclosed Grant Acknowledgement Requirements booklet for details on how to use the logo and acknowledge your grant.

We'd like to help you celebrate your grant and share your news with other people. The Big Lottery Fund website has some tips on publicity and is also a place where we can share your good news. One of the easiest ways you can publicise your grant and promote the work that you do is to use free social media channels. Guidance and information on this and other ways to publicise your grant can be found in the publicity guidance on our website.

When you sign this offer letter, you are acknowledging that you have received the Grant Acknowledgement Requirements booklet and agree that we may give your details to the National Lottery Commission. 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

After we have received your signed grant agreement, 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.

Amy Wilson 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 Amy by email at amy.wilson@biglotteryfund.org.uk, or phone on 02920 6782225.

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'll announce your grant offer along with others we are making at the same time, with a press announcement on 11.04.2014 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 made public until this date. Our press office can be contacted on 02920 678207 if you need further guidance on publicising the grant.

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

Yours sincerely



Andrew Owen
Head of Funding

Enclosed:

- standard terms and conditions (attached to this letter)
 - standard capital terms and conditions (attached to this letter)
 - Grant Acknowledgement Requirements booklet
 - a copy of this offer letter and the terms and conditions for your records
 - your Guide to your grant and associated documents (on enclosed CD)
 - Tender opening form
- Post award capital grant checklist and letter.

Annex A

Using the National Lottery common brand logo

The National Lottery common brand logo has been produced to raise the profile of the National Lottery. It is a condition of our grant that you acknowledge funding from us and the National Lottery.

We have developed a special beneficiary logo using the National Lottery crossed-fingers symbol to help people recognise where Lottery funding has gone and to show which projects have been successful in winning Lottery funding. The beneficiary logo is described in the enclosed document (Grant Acknowledgement Requirements booklet).

The National Lottery Commission (NLC) is the owner of a number of trademarks for its 'Crossed Fingers' logo and the words 'The National Lottery', which form part of the artwork we are sending to you. The Big Lottery Fund owns the logo made up of the circle and its name. Together these two elements form your beneficiary logo.

This letter is formal in tone because it relates to intellectual property rights which means there needs to be a clear understanding between us about how you can use the beneficiary logo.

You may use the beneficiary logo to acknowledge and celebrate your award of National Lottery funding from the Big Lottery Fund. To do this you must comply with the guidelines which are enclosed in the Grant Acknowledgement Requirements booklet, or any future version of those guidelines which we send to you. This permission is personal to you and you may not transfer any of your rights to another person.

If your project or activities are delivered in Wales you must use the bilingual version of the beneficiary logo.

We will share your details with the NLC 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 NLC 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.

Annex B

Emmaus South Wales

Project ID: 0010064116

Project name: Emmaus South Wales - building the first Emmaus Community in Wales

Who must sign the offer letter?

- If your organisation is incorporated under the Companies Act, two directors or a director and the company secretary must sign
- For local authorities and statutory health bodies, the chief executive or an equivalent accountable officer must sign
- For schools, the head teacher or an accountable officer from the relevant local authority must sign
- For other organisations, the chair, vice chair, secretary or treasurer must sign.

I am / we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Title	Forenames (in full)	Surname
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Position in organisation

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Signed

Date

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If you are a company either two directors or a director and the company secretary must sign the offer letter, so we need a second signature.

Title	Forenames (in full)	Surname
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Position in organisation

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Signed

Date

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Annex C

Project outcomes, change indicators and timescales

Project outcome one	
Outcome	Up to 40 homeless people each year will be accommodated and supported into stable, independent living, with the opportunity to gain training and employment over the lifetime of the project.

Indicator one	The number of formerly homeless people (known as Companions) who have resided at the Community Home
Level	40 Companions
Timescale	End of project

Indicator two	
Level	
Timescale	

Indicator three	
Level	
Timescale	

Project outcome two	
Outcome	The project will increase 'Life' and Vocational Skills and the education of formerly homeless people each year, whilst additionally improving their social skills and long-term health.

Indicator one	The number of Companions who have completed on-line basic skills assessments
Level	At least 32 Companions
Timescale	Year two

Indicator two	The number of Companions who have improved their skills and knowledge whilst at Emmaus (assessed via individual audit)
Level	At least 16 Companions
Timescale	Year two

Indicator three	Companions whose health is reported as good or improved as a result of their stay at Emmaus
Level	At least 30 Companions
Timescale	End of project

Project outcome three

Outcome	The project will raise understanding and awareness of homelessness issues amongst members of the local community over the lifetime of the Project, and involve local residents as regular, long term volunteers, benefiting from training and development.
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Indicator one	The number of volunteers helping at the Emmaus Community Home, at fundraising events, the social enterprise or engaged in other activities
Level	80 volunteers
Timescale	Year two

Indicator two	Increase in the number of local people that recognise and understand the work of Emmaus (conduct market research by street interviews)
Level	Increase from the current level of brand recognition (c.5%) to 10% brand recognition
Timescale	End of project

Indicator three	Provide training and development to registered volunteers at Emmaus
Level	40 people
Timescale	End of project

Project outcome four

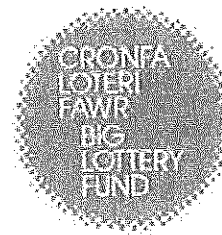
Outcome	The project will create an environmentally and financially sustainable Community Home, offering accommodation and a range of opportunities for beneficiaries, financially supported by a vibrant Social Enterprise.
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Indicator one	Completion of building work
Level	1 Community Home
Timescale	Year one

Indicator two	Attainment of BREEAM excellent standard
Level	1 BREEAM certificate
Timescale	Year one

Indicator three	Proportion of running costs generated by the Social Enterprise
Level	50% of running costs generated, 100% of running costs generated
Timescale	End of project

People and Places - Standard terms and conditions of grant



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 award or 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 if any of the events listed in clause 10.5 occur.
- 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 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 If asked by you, we will provide a certificate from our solicitors stating that 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 constitutional document.

- 1.5 We acknowledge that although the grant provided to us constitutes State resources, the purpose for which the grant is to be applied will not lead to the grant being considered as unapprovable State aid. We accept that it is without prejudice to all other remedies available to you, and all grant monies will become immediately repayable with interest in such event.

2 The project

- 2.1 We will get your written agreement before making any change to the project or to its 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 make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit.
- 2.4 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 of any offer of funding for the 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.
- 2.7 If any part of a grant is to buy services or a series of related services costing more than £10,000 we will put the order out to competitive tender.
- 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 job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project. If appropriate, we will include your logo and ensure that we use the Wales bilingual version.

- 2.9.1 We will operate under the principles set out in Big Lottery Fund's 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 the Big Lottery Fund; and
 - advertise bilingually any posts funded by Big Lottery Fund; and
 - take into consideration the linguistic needs of the community throughout the life of the grant.
- 2.9.2 In providing the services, or carrying out the activities, of the project we will treat the English and Welsh languages on an equal basis and, in particular, we will act in accordance with the information which we supplied in our application form (or as such Information may have been amended with your agreement).
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a child protection policy, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

- 2.14 If we are a charity, we will register with the Charity Commission or the Scottish Charity Regulator if our income goes over their minimum exemption figure.
- 2.15 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.
- 2.16 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.

3 Our organisation

- 3.10 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.
- 3.11 We will write to you as soon as possible 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).
- 3.12 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, the Office of the Scottish Charity, HM Revenue and Customs or any other regulatory body.
- 3.13 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.

- 3.14 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.

3 VAT

- 3.1 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.
- 3.2 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.
- 3.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 3.4 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.
- 3.5 If you have funded all of the VAT costs for our scheme, we agree to refund immediately all of the VAT we recover to you.
- 3.6 If you have funded a proportion of the VAT costs for the scheme, we agree to refund immediately the same proportion of the VAT recovered to you.

4 Our annual report and accounts

- 4.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.
- 4.2 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.

- 4.3 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 10 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. If a statutory authority, we will send you our accounts, signed and audited as required by the appropriate regulations.
- 4.4 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 used. We will make these financial records available to you to look at and give you copies.
- 4.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

5 Monitoring

- 5.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.
- 5.2 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.
- 5.3 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.
- 5.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
- 5.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

6 Grants for Salaries

- 6.1 We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.
- 6.2 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 must 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 must 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.
- 6.3 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 start, and, if appropriate, end dates.
- 6.4 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.

7 Grants for Assets and Services

- 7.1 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 award or offer letter or any other conditions which you have required of us.
- 7.2 If any part of the grant is used to buy any other capital items 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 get your agreement beforehand. 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.

- 7.3 If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of 3 years or more and vehicles, costing up to and including £10,000 we will keep all receipts and invoices for you to look at. 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.
- 7.4 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 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.
- 7.5 We will keep all assets funded by the grant safely and in good repair 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.
- 7.6 We understand that you will monitor assets bought with the grant for a period of up to 10 years after the grant has ended for assets bought for over £50,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were bought for less than £50,000 the period will be 5 years or the length of the Grant Agreement, 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.
- 7.7 During this 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 the consent

it 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.

8 Payment of grant

8.1 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.

8.2 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 12 months of the date of the grant award or offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.

8.3 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.

8.4 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.

8.5 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 longest time:

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

10 We understand that

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

10.2 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.

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

10.4 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 comes about from a suspension even if the investigation finds no cause for concern.

10.5 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.
- 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.
- 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.

- 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.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, 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.

10.6 You may assign any of your rights under the Grant Agreement to any other or successor body.

10.7 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, authorised by you, requiring us to work with another organisation in delivering the project.

- 10.8 No other body with which we are working, except for those with which we have entered into an agreement, authorised by you, has any claims on you under these terms and conditions

11 Additional conditions

- 11.1 You have the right to impose additional terms and conditions on the grant either in the offer or award 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.

CAPITAL GRANTS

People and Places - Standard terms and conditions of grant

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 in your standard form or a deed of dedication in your standard form or if the property is registered, a restriction to be lodged at the Land Registry or if unregistered, a deed 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 any agreed lead-in payment 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 any agreed lead-in payment 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 land or leasehold land), we will send 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;

- 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) 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 all or any part of our capital grant is 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 or freehold owner of the capital assets to which the grant relates, together with a copy of the lease if leasehold) 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 1994, 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:

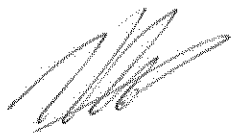
- any loan secured on the capital assets will be used entirely on the project; and
 - the maximum loan will be no higher than the amount of money being put up by the new lender.
11. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving 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 freehold property bought with the capital grant: 40 years after purchase
 - for leasehold property bought with the capital grant: the unexpired period of the lease or for 40 years, whichever is the shorter
 - for capital grant of up to £50,000 for building work (on freehold or leasehold land already owned by us): 5 years
 - for capital grant of more than £50,000 but less than £250,000 for building work (on freehold or leasehold land already owned by us): 10 years
 - for capital grant of between £250,000 and £1million for building work (on freehold or leasehold land already owned by us): 20 years

- for other capital assets if bought with up to £50,000 of capital grant: 10 years after the purchase or the length of the grant agreement whichever is the shorter
 - for other capital assets if bought with more than £50,000 of capital grant: 10 years after purchase or the normal economic life whichever is the shorter.
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.
14. If appropriate, we will include your logo and ensure that we use the Wales bilingual version.
15. We will operate, where possible under the recommendation set out in the Big Lottery Fund's Welsh Language scheme. We will take in consideration the linguistic needs of the beneficiaries of the project and the wider community and act accordingly.

EXECUTED as a deed on
Behalf of the Trustees of
EMMAUS SOUTH WALES acting by
Two of their number under an authority
Conferred pursuant to section 333 of the
Charities Act 2011 in the presence of:


Trustee

Trustee

Witness signature



Name (print)

TOM CLARKE


Address

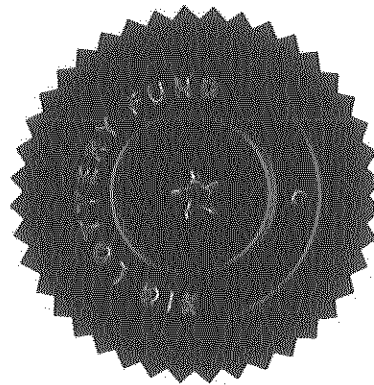
13, NETHERWENT VIEW, MAGOR, CAWDICOT, NP26
3LG

Occupation

DIRECTOR

SIGNED as a DEED by
BIG LOTTERY FUND acting by:


Chief Executive/Solicitor to the Fund



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