

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

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

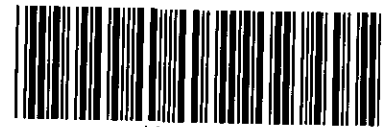
☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 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. It must be scanned and placed on the public record. **Do not send the original**



A9JQ7SCI

A20

12/12/2020

#113

COMPANIES HOUSE

1

Company details

Company number

1 0 9 7 6 8 8 7

Company name in full

Going Green for a Living Community Land Trust Limited

1

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

^d0 ^d1 ^m1 ^m2 ^y2 ^y0 ^y2 ^y0

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

Big Lottery Fund

Name

Name

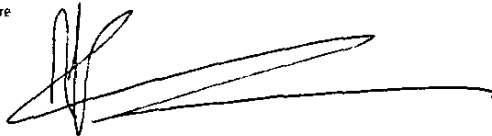
Name

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.

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4	Brief description	
Brief description	<p>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.</p> <p>Newtown Open Spaces, Newtown, Powys, Former Radio Hafren Building, Newtown, Powys and Land at Mochdre Enterprise Parkk, Newtown, Powys</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	
	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ^①	
	<p>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.</p> <p><input type="checkbox"/></p>	<p>^① This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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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	Adrian Foulkes
Company name	Milwyn Jenkins & Jenkins Limited
Address	Mid Wales House Great Oak Street, Llanidloes Powys SY18 6BN Wales
DX	
Telephone	01686412166



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10976887

Charge code: 1097 6887 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2020 and created by GOING GREEN FOR A LIVING COMMUNITY LAND TRUST LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2020.

P

Given at Companies House, Cardiff on 22nd December 2020



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 1 December 2020

GOING GREEN FOR A LIVING COMMUNITY LAND TRUST LTD

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

- (1) NEWTOWN OPEN SPACES, NEWTOWN, POWYS
 - (2) FORMER RADIO HAFREN BUILDING, NEWTOWN &
 - (3) LAND AT MOCHDRE ENTERPRISE PARK, MOCHDRE
-

Form of Charge filed at HM Land Registry under reference


We hereby certify that this
is a true and complete copy
of the original
10 December 2020
MILWYN JENKINS & JENKINS LTD
Mid Wales House, Great Oak Street
Llanidloes, Powys SY18 6BN

Milwyn Jenkins & Jenkins

Big Lottery Fund
1 Plough Place
London
EC4A 1DE

LEGAL CHARGE dated the1st..... day ofDecember.....2020

BETWEEN

- Community 
- (1) **GOING GREEN FOR A LIVING LAND TRUST LTD** (Company No. 10976887) whose registered office is at 9 Broad Street, Newtown, Powys SY16 2LU ("the Grantee") and
- (2) **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("the Security Trustee" in its capacity as security trustee for itself and the Welsh Ministers)

1. Introduction

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

"Grant" means the grant of £1,098,819.00 offered by the Security Trustee to the Grantee in connection with the Project and subject to the Grant Conditions

"Grant Conditions" means the terms and conditions attached to the Security Trustee's grant offer letter dated 14th February 2018 to the Grantee 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 Security Trustee's grant offer letter.

"Project" means the acquisition of the Property and the establishment by the Grantee of Newtown Open Spaces

"the Property" means-

- 1) All that freehold property known as Land on the south east side of Mochdre Lane, Mochdre, Newtown Powys and Land at Mochdre industrial Estate, Mochdre, Newtown, Powys registered under title numbers CYM498141 & CYM498301
- 2) All that leasehold property known as land forming Newtown Open Spaces, Newtown, Powys shown edged red on Plan A registered under title numbers CYM433474, WA79925 and parts of title numbers WA793286 and CYM368694
- 3) All that leasehold property known as the Former Radio Hafren Building, The Park, Newtown, Powys SY16 2NH partly registered at HM Land Registry under title number CYM368694

SCHEDULE 1 - Plan 1



Cyngor Sir **Powys** County Council

Newtown

Date: 18.08.2017

Printed by: Ffawcett

X *Amman 2017* X

“Secured Obligations” shall mean all monies obligations and liabilities from time to time due owing or incurred by the Grantee to the Security Trustee under or pursuant to the Grant Conditions

“Security Trust Agreement” shall mean the agreement dated the 3rd day of August 2009 entered into between (1) the Welsh Ministers and (2) the Security Trustee

“Welsh Ministers” The Welsh Ministers

1.2 In this Legal Charge where the context so admits the expressions “the Grantee” and “Security Trustee” include their respective successors in title and assigns

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

2. Payment of the Grant by the Security Trustee

The Security Trustee shall pay the Grant to the Grantee in accordance with the Grant Conditions for the purpose of the Project

3. Performance of obligations

The Grantee hereby covenants with the Security Trustee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Grant Conditions

4. Repayment of the Grant by the Grantee

4.1 If the Grantee 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 Security Trustee to the Grantee) shall be repayable forthwith upon receipt of a written demand from the Security Trustee to the Grantee and the Security Trustee shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice

4.2 Interest shall be payable by the Grantee to the Security Trustee on the Grant (or so much of it as shall at that time have been paid by the Security Trustee to the Grantee) from the date of the notice referred to in Clause 4.1 until the actual date of repayment at a rate equal to 4% per year above the Lloyds TSB Bank plc base rate from time to time (as well after as before any judgment)

5. Legal Charge

The Grantee hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to the Security Trustee of the Grant in accordance with

the terms of this Deed in favour of the Security Trustee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

6. Powers of Sale

Section 103 of the Law of Property Act 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand.

7. Rights of Enforcement

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the Law of Property Act 1925 immediately upon demand for repayment being served by the Security Trustee

8. Appointment of a Receiver

8.1 At any time after the money secured by this Deed shall have become payable the Security Trustee 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

8.2 Any receiver appointed by the Security Trustee may if so directed in writing by the Security Trustee in his absolute discretion have power to:

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

8.2.2 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 Project works then being carried on at the Property

8.2.3 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

8.2.4 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

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

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

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

- 8.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grantee
- 8.2.9 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
- 8.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours
- 8.2.11 compromise any claim or claims of or against the Property or arising out of the Property
- 8.2.12 effect indemnity insurance and other like insurance and obtain bonds
- 8.2.13 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 Grantee
- 8.2.14 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 Grantee

- 8.3 All moneys expended by the receiver shall on demand be repaid by the Grantee with interest at 4% per year above the Lloyds TSB Bank plc 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
- 8.4 Any receiver appointed by the Security Trustee shall so far as the law allows be deemed to be the agent of the Grantee for all purposes who shall solely be responsible for his acts and the Security Trustee shall not be under any liability for his remuneration or otherwise
- 8.5 The Security Trustee shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 8.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

9. **Further Assurance**

The Grantee shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him

10. **Power of Attorney**

The Grantee hereby irrevocably appoints the Security Trustee and any receiver appointed in accordance with Clause 8 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 8.2 the Grantee hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Security Trustee or any such receiver shall do or purport to do by virtue of this clause

11. **Protection of Security Trustee**

11.1 **Security Trustee's receipts**

The Security Trustee's obligations to account (whether to the Grantee or to any other person) shall be limited to the Security Trustee's own actual receipts which the Security Trustee must distribute or pay to the person entitled (or who the Security Trustee, acting reasonably, believes to be entitled) in accordance with the requirements of this Charge and the Security Trust Agreement.

11.2 **Exclusion of Liability**

Neither the Security Trustee or the Welsh Ministers will be liable to the Grantee for any expense, loss, liability or damage incurred by the Grantee arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or willful misconduct.

11.3 The Grantee may not take any proceedings against any officer, employee or agent of the Security Trustee in respect of any claim it might have against the Security Trustee or in respect of any act or omission of any kind by that officer employee or agent in relation to this deed

11.4 **Effect of Possession**

If the Security Trustee or any receiver enters into possession of the Property this will not oblige either the Security Trustee or the receiver to account as mortgagee in possession and if at any time the Security Trustee enters into possession of the Property it may at any time at its discretion go out of such possession.

12. **Advice**

The Grantee hereby certifies that it has power to grant this Legal Charge

13. **Execution**

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

14. **Registration**

By executing this deed the Grantee 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 or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge in favour of the Big Lottery Fund of 1 Plough Place, London, EC4A 1DE as security trustee for itself and the Welsh Ministers referred to in the charges register or its conveyancer"

15. **Statements**

15.1 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 .

15.2 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)

16. **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.



ARIENNIR GANY
LOTERI GENEDLAETHOL
NATIONAL
LOTTERY FUNDED

Mr. Gary Mitchell
Going Green for a Living Community Land Trust Ltd
Going Green For A Living
9 Broad Street
NEWTOWN
SY16 2LU

14.02.2018

Project ID: 0010316883

Dear Mr. Mitchell

**Community Asset Transfer 2
Grant offer**

I am pleased to confirm that we would like to offer your organisation a grant of
£1,098,819 for the following project:

Going Green For A Living

The project involves the transfer of 130 acres of open space in Newtown to create a
multi functional use site with the aim of establishing Newtown as a Stop & Stay visitor
destination. The land will provide river access points for water based activities, a BMX
pump track, events space, a destination play park, allotment areas, a mobile food unit
and a park hub.

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	£736,772	£52,100	£788,872
Year two	£18,866	£61,550	£80,416
Year three	£14,427	£61,250	£75,677
Year four	£14,427	£61,250	£75,677
Year five	£14,427	£63,750	£78,177

The total project cost is £1,825,398 and the funding shortfall will be met through grant funding and income generation from a variety of sources.

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:

- Before we pay any grant funds to you, you will enter into a (signed) project delivery agreement, with your project delivery partners in a form satisfactory to us, within 6 months of this grant offer.
- You will provide us with written confirmation that the partnership 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.

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.

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

- a completed Certificate of title from your solicitor
- a Legal charge on the land and buildings and a legal opinion from your solicitor
- evidence that shows the leasehold or freehold transfer has been or will be completed.

Please contact your solicitor and ask them to write to our legal department at the address below confirming that they have been instructed to act for your organisation in this matter.

Property Lawyer (CAT2)
Legal Department
Big Lottery Fund
1 Plough Place
London EC4A 1DE

Before we can make capital payments for building work you must provide:

- evidence that you have all necessary statutory consents
- evidence that you have undertaken a competitive tender process (Tender confirmation form).

Accepting the grant offer

If you accept our offer and agree to meet our terms and conditions of grant, the senior or legally responsible contact named on your application form must sign the declaration at Annex B of this letter. You must return the signed offer letter attached to the terms and conditions, to the following address by 14 March 2018:

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, or administered by, the Big Lottery Fund, payment of this grant might be affected.

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

Acknowledging our funding using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where Lottery money is going in their community. Please refer to Annex A of this letter for details on how to use our beneficiary logo and acknowledge your grant.

When you sign this offer letter, you are acknowledging that you have received this information and agree that we may give your details to the Gambling Commission as detailed in Annex A. Please note that if you do not comply with the guidelines referred to here you will be in breach of the terms and conditions of your grant.

Starting the grant

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

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

You must start your grant within 6 months of the date we receive your signed grant agreement. You should contact us if you think there may be a problem with this.

Guy Jones 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 Guy by email at guy.jones@biglotteryfund.org.uk, or phone on 01686611713.

You should also be aware that further support will be available from DTA Wales as your project becomes active. They will contact you in due course to discuss this and arrange a meeting.

Project outcomes and indicators

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the indicators of change you gave us in your application. The outcomes and indicators for the project are set out at Annex C of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on how much change your project is making. For more details, see the Guide to your grant.

Publicising the grant

We would like to help you celebrate your grant and share your good news with other people. We'll announce your grant offer along with others we are making at the same time, with a press announcement on 15.02.2018 and we'll publish details of it on our website. You can arrange your own publicity, but please make sure that news of the grant is not shared with the media or made public until this date. You can contact Alex Davies at the press office on 029 2067 8236 for further advice.

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

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

Yours sincerely

Andrew Owen

Andrew Owen
Head of Funding

Enclosed:

- standard revenue 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
- managing your project bilingually.

Annex A

Using the Big Lottery Fund beneficiary logo

It is a condition of your grant that you acknowledge funding from the Big Lottery Fund so people can see where National Lottery money is going in their community.

The main, but not sole, means of acknowledging your grant is using the beneficiary logo as widely as possible. The beneficiary logo is made up of the Big Lottery Fund circle logo, the National Lottery crossed fingers and the words "Lottery Funded", these elements together all form one piece of artwork.

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

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

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

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

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

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

When this permission ends, you must stop using the beneficiary logo immediately. If you have any questions regarding acknowledging your grant please contact us for advice at branding@biglotteryfund.org.uk

Annex B**Going Green for a Living Community Land Trust Ltd****Project ID: 0010316883****Project name: Going Green For A Living****Who must sign this offer letter?**

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

Organisation type	Senior/Legally responsible contact's role in your organisation
Organisations incorporated under the Companies Act	Director or company secretary
Local authorities and statutory health bodies	Chief executive or director
Schools	Head teacher
Town or parish councils	Clerk to the council or office bearer
Community councils (Scotland only)	Chair
All other types of organisation	Chair, vice chair or treasurer

Declaration

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

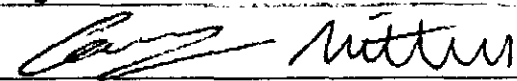
Senior/Legally responsible contact

Title	Forenames (in full)	Surname
Mr	Gary	Mitchell

Position in organisation

Director (secretary)

Signed**Date**

 12/3/18

Second signatory (companies only)

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

Title	Forenames (in full)	Surname
MR	STUART MICHAEL	OWEN

Position in organisation

Chair (Director)

Signed

Date

S. Owen	12/03/2018
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What happens if our senior/legally responsible contact has changed?

If your senior or legally responsible contact has changed since you submitted your application, contact the funding officer named in this letter who will send you the relevant form to complete. You must return a completed form with your signed offer letter. Your new legally responsible contact must sign this offer letter

Annex C

Project outcomes, change indicators and timescales

Project outcome one	
Outcome	Improvements in biodiversity, Improved, secure access to Newtown's green spaces, Improvements to sporting and recreation opportunities

Indicator one	Improvements in biodiversity
Level	Greater understanding of what biodiversity already exists on each site (one baseline study on each of the main 5 sites), One new area of land to be designated as an urban wildlife reserve
Timescale	End of project

Indicator two	Improved, secure access to Newtown's green spaces
Level	Freehold ownership of land given to both NLTC & GGFAL securing public access through 99 year lease agreements. Over 3,000 people will benefit physically through the creation of a green travel plan for the town.
Timescale	End of project

Indicator three	Improvements to sporting and recreation opportunities
Level	1500 people being able to access the river for paddle sports. 2,500 people accessing cycling opportunities. 3 new walking routes created giving health benefits to 1,000 people and over 25,000 young children and their families accessing the play park and spaces around it.
Timescale	End of project

Project outcome two	
Outcome	Increase in local food production and food sales

Indicator one	Increase in local food production and food sales
Level	90 new allotment sites will be created, allowing over 200 people (families) to access space to grow their own food, 8 acres of land will be planted up as a fruiting forest garden.
Timescale	End of project

Indicator two	
Level	
Timescale	

Indicator three	
Level	
Timescale	

Project outcome three	
Outcome	Skills and capacity building, Wider benefits, Enterprise development and employment

Indicator one	Skills & capacity building
Level	150 individuals benefiting from access to skills and training workshops on various aspects (examples being food production, compost & green waste management, habitat management)
Timescale	End of project

Indicator two	Wider benefits
Level	Work nationally with at least 3 other local authorities that are looking at the way they manage their green spaces in the future.
Timescale	Year three

Indicator three	Enterprise development and employment
Level	5 new social enterprises creating up to 20 new jobs
Timescale	End of project

Project outcome four	
Outcome	Community Involvement Overall mission - Strategic Plan Green infrastructure assets

Indicator one	Community Involvement
Level	10 local groups and organisations linking themselves directly to areas of land, making use of it for the benefit of their members and also for the wider community.
Timescale	End of project

Indicator two	Overall mission - Strategic Plan Green infrastructure / assets
Level	Number of acres brought into community ownership and management 130, Number of acres under more productive and efficient uses unlocking potential for higher levels of community resilience.
Timescale	End of project

Indicator three	
Level	
Timescale	

Standard Terms and Conditions

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.

"Assets" are items whose purchase, construction or improvement are funded in total or in part by a capital grant, that cost or are valued at (whichever is higher) £500 or more, and have a useful economic life of three years or more (based on normal accounting practice).

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 12.5 occur.
- 1.2 During the period of the grant scheme we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation 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 recipient of the grant and the delivery of the Project are within the scope of our constitutional document(s).

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 6 months of the date of the Grant Agreement. If we cannot meet this date we will 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. We will tell you of any additional income received for the Project, including interest earned on the grant.
- 2.6 We shall secure any other funding needed for the delivery of the Project, as detailed in our application, in good time and will provide evidence of this that is acceptable to you.
- 2.7 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 e, we will return the appropriate share to you.
- 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 or in any digital media that refer to the Project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project. If appropriate we will include your logo and ensure that we use the Wales bilingual version.
- 2.9 We hereby consent to any publicity about the Project and any individual projects 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.

We will ensure that we have an equal opportunities policy that is implemented and reviewed regularly. We will regularly review our policy and procedures to ensure they adhere to any applicable legislation and/or regulations. If our Project involves work with children, young people or other vulnerable groups we will ensure that we have an appropriate protection policy in place and implemented, to ensure compliance 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.

- 2.13 If we are a charity, we will register with the Charity Commission, the Charity Commission of Northern Ireland or the Office of the Scottish Charity Regulator if our income goes over their minimum exemption figure.
- 2.14 We will procure the maintenance of adequate insurance with reputable insurers to cover all legal and other liabilities at all times. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded for the asset monitoring period (see clause 9.6). If asked, we will supply copies of current policies and evidence of premium payment to you.
- 2.15 We will acquire and maintain all necessary consents, resources and expertise to deliver the grant scheme.
- 2.16 We have and will keep in place adequate procedures for dealing with any conflicts of interest.

- 2.17 We have and will keep in place systems to prevent fraud.
- 2.18 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.
- 2.19 We will operate, if required by you and appropriate for the project, under the recommendations set out in your Welsh Language scheme, and will take into consideration the linguistic needs of the beneficiaries of the project and the wider community and act accordingly.
- 2.20 We will operate, where possible , under the recommendation set out in the Big Lottery Fund's Welsh language scheme. We will take into consideration the linguistic needs of the beneficiaries of the Project and the wide community and act accordingly.

3 Our organisation

- 3.1 We will get your written agreement before:
- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
 - Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us; or
 - Changing our organisation's ownership, composition, structure or key personnel.
- 3.2 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 agreement (including any claims made against members of our governing body or staff concerning the organisation).
- 3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees, volunteers or grant recipients carried out by the Police, Charity Commission, the Charity Commission of Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

- 3.4 We will be available for meetings with you and allow 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 unrelated people as soon as possible.

4. VAT

- 4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.
- 4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.
- 4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 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 "Big Lottery Fund Grant" in our organisation's annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

- 5.4 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 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.
- 5.5 We will keep proper and up to date accounts and records for at least seven years after the termination of the external delegation scheme, 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.

6 Monitoring

- 6.1 We will monitor the progress of the Project and complete regular reports as you require using the forms you send us.
- 6.2 We will send you any further information you may ask for about the Project or about our organisation, and its activities, the number of jobs created by the Project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the Project and evaluate your grants programmes.
- 6.3 We will fill in a final report on the Project using the form you send us. We understand that the grant is finished, subject to Clause 11.1, 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 tell you immediately if there is to be any variation to or decrease in the Project's outcomes.

- 6.6 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 the grant scheme or during the asset monitoring period.

7. Grants for Salaries

- 7.1 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 organisations.
- 7.2 If the grant is for a salary of a new post, we will make sure the vacancy is advertised externally, using appropriate media (including media that could attract disadvantaged groups). We will make sure every advertisement is in accordance with all current best practice and acknowledges that you are the funder of the post. This applies to any re-advertisement. The job description, a list of the publications where the advertisements were placed and a copy of the letter of appointment must be kept. We will send them to you if you ask for them.
- 7.3 We will maintain records of staff funded by you including their names, their salaries and their start, and, if appropriate, end dates and give you this information if you ask for it.
- 7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the Project has ended. We will ensure that we complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

8 Grants for Assets and Services

- 8.1 If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then we will comply with the terms of the standard capital grant conditions attached to the grant award letter or any other conditions which you require of us.
- 8.2 We will take, reasonable steps to obtain value for money when buying goods and services in connection with the Project by obtaining quotations or applying competitive tendering. If any part of the grant is

used to buy any capital items or a series of related capital items costing more than £10,000, we and/or grant recipients 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 legislation on procurement together with the provisions of the World Trade Organisation General Procurement Agreement. We will comply, and ensure that grant recipients comply, with all applicable laws, statutes and regulations relating to bribery and corruption, including (but not limited to) the Bribery Act 2010.

- 8.3 If any part of the grant is to buy a capital item including vehicles or series of capital items costing more than £10,000, we will keep all receipts and invoices and send them to you if you ask for them. If the cost of the item or items is less than £10,000 we will keep all receipts and invoices and make them available for inspection on request. If the grant is for the purchase of a vehicle we will obtain a copy of the registration documents no later than three months after purchase.
- 8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights against claims from third parties and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if you provide the consent it may be subject to conditions requiring us to repay or to share any money we or they receive.
- 8.5 We will ensure that all assets funded by the grant agreement are kept safely and in good repair and will make sure there is 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. We will not change the purpose for which the grant scheme assets are used during the asset monitoring period without your written approval.
- 8.6 We understand that you will monitor assets bought with the grant for a period of up to ten years after the grant agreement has ended for assets purchased using grant of over £100,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were purchased using grant of less than £100,000 you will monitor the assets for a period of five years. We will supply you with the

information that you ask for and will allow you to inspect the assets for that period.

- 8.7 During the above asset monitoring period, we will maintain a detailed register of the assets and provide a copy of this every year. The register must include details of the owner and location of the asset.
- 8.8 We will get your written consent before any disposal of assets within the above asset monitoring period. This includes any disposal by us, or any party or any owner with an interest (whether equitable or legal) in the asset. 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 or the grant recipient to repay all or part of the money we receive.

9 Payment of grant

- 9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked. 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 ATMs or debit cards to make cash withdrawals or payments from this account.
- 9.2 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 six months of the date of the grant award or offer letter otherwise it will automatically lapse, unless you agree in writing to an extension.
- 9.3 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 Project costs and not for investments. Where the grant claim is to cover estimated (rather than actual) expenditure we can only include items that we expect to pay for during the period to which the claim relates. Grants for capital payments will not be paid unless supported by validated receipts and invoices unless you agree otherwise in writing. If you are not satisfied or you need additional documents you may ask for these and withhold payment until you receive the information you want.

10 Length of grant agreement

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

- For one year following the payment of the last instalment of the grant;
- As long as any part of the grant remains unspent;
- The expiry of the maximum asset monitoring period;

11 We understand that

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

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

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

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

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

- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a grant agreement is still in force.
- 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 external delegation scheme.

- 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 or any person or organisation closely involved in carrying out the Project at any time during the grant scheme dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the external delegation scheme or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Charity Commission of Northern Ireland, the Office of the Scottish Charity Regulator, HM Revenue & Customs or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the grant scheme.
- 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 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 that the terms and conditions apply we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.
- If you have reasonable grounds to believe that it is necessary to protect public money.

- 11.6 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.
- 11.7 You may assign any of your rights under the grant agreement to any other or successor body.

- 11.8 We may not transfer any part of the 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.

12 Additional conditions

- 12.1 You have the right to impose additional terms and conditions on the grant 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.
- 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.

SIGNED as a DEED by
of Going Green for a Living
Community Land Trust Ltd
acting by a director

✓ *Owen*

X X

Signature of Witness

xx *Shiozyl*

Name (in BLOCK CAPITALS)

xx *SYLWIA PIETRZYK* xx

Address

xx *226 Heol Y Nant, Newtown, SY16 1Q2*

Finance Officer

Witness occupation xx

xx

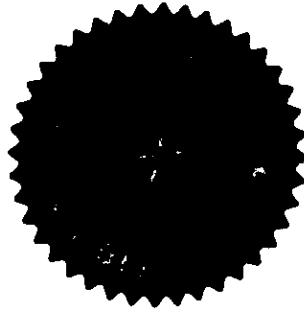
~~SIGNED as a DEED by~~

A

~~BIG LOTTERY FUND~~ acting by:

~~Chief Executive~~

Executed as a deed by affixing the seal of)
BIG LOTTERY FUND)
and authenticated by an authorised officer)



E. Roddington
Signature

ELEANOR RODDINGTON
Name of authorised officer

HEAD OF LEGAL
Title of authorised officer