

MR01

Particulars of a charge



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. delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

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

THURSDAY



A41 *A6LQ3BAG* 21/12/2017 #70
COMPANIES HOUSE

1 Company details

Company number 01982873

Company name in full THE WOODLAND TRUST

For official use

Filing 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 01/05/2017

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

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

Name THE TRUSTEES OF THE NATIONAL HERITAGE

MEMORIAL 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

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

THE FREEHOLD PROPERTY BEING PART OF SMITHILLS ESTATE BEING PART OF TITLE NUMBER MAN253309 AND THE WHOLE OF MAN273043

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Raymond Cll* X

This form must be signed by a person with an interest in the charge.

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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

Rebecca Jackson

Company name

Roythornes Limited

Address

Enterprise Way

Pinchbeck

Spalding

Lincolnshire

Postcode

P E I I 3 Y R

Country

UK

DX

DX 744230 Spalding 6

Telephone

01775 842500



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1982873

Charge code: 0198 2873 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th December 2017 and created by WOODLAND TRUST(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2017.

Q

Given at Companies House, Cardiff on 3rd January 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

15 December

2017

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

- and -

THE WOODLAND TRUST

LEGAL CHARGE

relating to part of the Smithills Estate

✓
WE ROYTHORNES LIMITED OF ENTERPRISE WAY,
PINCHBECK, SPALDING, Lincs PE11 3YR HEREBY
CERTIFY THIS TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL

Roythornes Ltd

20.12.2017

THIS DEED is made on *15 December* 2017

BETWEEN

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London, SW1W 8NR (and where the context admits its respective successors in title and permitted assigns "NHMF"); and
- (2) **THE WOODLAND TRUST** registered company number 01982873 whose registered office is at Kempton Way, Grantham, Lincolnshire, NG31 6LL, a charity with registered charity number 294344 ("the Chorgor").

1. Definitions

"Approved Purposes"	means as defined in the Grant Contract
"Grant Contract"	a grant notification letter dated 5 th October 2017 and NHMF's Standard terms of grant all of which are attached to this Charge as the same may be amended, supplemented, restated or novated from time to time
"Charged Property"	the freehold property being part of Smithills Estate with registered title numbers MAN253309 (part) AND MAN273043 as shown edged red on the attached plan marked 'Plan 1' (excluding the Uncharged Land) and edged red on the attached plan marked 'Plan 2'
"Uncharged Property"	the freehold property being part of Smithills Estate with registered title number MAN253309 (part) as shown edged green on the attached plan marked 'Plan 3'
"Secured Obligations"	all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chorgor to NHMF from time to time including, without limitation, under the Grant Contract.

2. Charge

The Chorgor with full title guarantee charges by way of legal mortgage the Charged Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations.

3. Dispositions

3.1.1 The parties apply to the Chief Land Registrar to enter on the Register of Title to the Charged Property the following restriction:

3.1.2 "No transfer, grant of a lease or charge of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated *15 December 2017* in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".

3.2 Save as permitted in clause 3.3, the Chorgor will not exercise the statutory power of granting or accepting a surrender of any lease of the Charged Property nor will the Chorgor agree to a variation of any such lease without (in any case) the previous written consent of NHMF

- 3.3 The Chargor is permitted to grant leases or licences of the Charged Property for a period of up to 7 years without the consent of NHMF where the use of the Charged Property demised by such lease or licence is in accordance with the Approved Purposes.

4. **Grant Contract**

This Charge incorporates the provisions of the Grant Contract on the part of the Chargor and any breach thereof will be treated as a breach of obligation under this Charge.

5. **General Provisions**

- 5.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers:

5.1.1 any power conferred on it by the Grant Contract;

5.1.2 power to appoint any person to enter on the Charged Property to inspect maintain and repair any buildings structures or other things.

5.2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Charged Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time.

5.3 The obligations referred to in clause 5.2 include (among others) the maintenance, repair and insurance of the Charged Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same).

5.4 The entry by NHMF and the performance of any of its rights under this Clause 5 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise.

6. **Receiver**

6.1 **Appointment of Receiver**

If:

- (a) the Chargor requests that a receiver, receiver and manager and/or an administrator (each referred to as a "Receiver") be appointed; or
- (b) (whether or not NHMF becomes aware of the intention of the same) any party intends to take or takes any step to petition for the appointment of any Receiver to be made in relation to the Chargor or to make an administration application or give or file notice of appointment or of intention to appoint any Receiver or any such petition is presented or any such application or appointment is made; or
- (c) the Chargor fails duly and punctually to perform or discharge any of its obligations hereunder or NHMF demands payment or discharge of any of its obligations hereunder (and whether or not the Chargor is given anytime in which to satisfy the same),

then at any time thereafter the security created hereunder shall be enforceable and NHMF may by writing under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director or manager or other authorised signatory for the time being of NHMF appoint any person or persons to be a Receiver of the whole or any part or parts of the Charged Property and of the rights of NHMF contained in this Charge.

6.2 Joint Receivers

Where two or more persons are appointed to be Receiver, NHMF may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and, subject thereto, any such persons may act jointly and/or severally.

6.3 General Powers of Receiver

6.3.1 Any Receiver shall (subject to any limitations or restrictions which NHMF may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of the Chargor and whether or not any such Receiver shall be an administrator) have:-

- (a) all the powers conferred from time to time on administrators, receivers (whether administrative receivers or otherwise) by law and/or statute;
- (b) power on behalf and at the cost of the Chargor and whether in the name of the Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Chargor or the assets subject of the security created hereunder; and
- (c) power to use the name of the Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of Clauses 6.3.1(a) and 6.3.1(b) on behalf and at the cost of and in the name of the Chargor or otherwise, the powers referred to herein.

6.3.2 To the maximum extent permitted by law all restrictions or limitations or waiting periods which would otherwise apply to the exercise of the rights of any Receiver or of NHMF under or in connection with the security granted hereunder imposed by any statute (including, without limitation, the Law of Property Act 1925 (the "Act")) are hereby excluded.

6.4 Receiver as Agent

Any Receiver shall, so far as the law allows, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and NHMF shall not be under any liability whatsoever in such regard.

6.5 Remuneration

The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and NHMF at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

6.6 Removal

NHMF may from time to time under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director, manager or other authorised signatory for the time being of NHMF remove any Receiver appointed by it

and may, whenever it may deem it expedient, appoint or as the case maybe apply to court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may have been terminated for any reason.

7. Appointment of Attorney

The Chargor irrevocably and by way of security appoints NHMF and any person nominated in writing under the hand of any authorised signatory of NHMF, together with every Receiver appointed under this document, as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document.

8. Indemnity for NHMF and Receivers

NHMF and every Receiver or agent of NHMF under this document shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property and NHMF and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document.

9. Costs

The Chargor will pay on demand all expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting, considering the enforcement or exercise of, or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations.

10. Joint and Several Obligations

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally.

11. Charities Act 2011

11.1 The Charged Property is held by (or in trust for) the Chargor, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

11.3 The directors of the Chargor, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act.

12. Notices

12.1 Any notice given to a party under or in connection with this Charge shall be in writing and shall be:

- 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.1.2 sent by fax to its main fax number.
- 12.2 Any such notice shall be deemed to have been received:
 - 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;
 - 12.2.3 if sent by fax, at 9.00am on the next working day after transmission.
- 12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.
- 12.4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12.
- 13. Charge of part**
 - 13.1 The Chargor so as to bind the whole and every part of the Uncharged Property adjoining the Charged Property covenants with NHMF for the benefit of the whole and every part of the Charged Property that the Chargor will not make any objection whether to the Land Registry or otherwise following a disposal of all or any part of the Charged Property by NHMF or the Receiver to the entry on the Chargor's register of title to the Uncharged Property of easements benefitting the Charged Property over the Uncharged Property in the terms contained in clause 13.2 hereof.
 - 13.2 All rights (in common) to the free and uninterrupted passage and running of water soil gas and electricity and any other services from and to the Charged Property through and along all of any service media which are in under over or upon the Uncharged Property and drainage passage of light air and all liberties and advantages (if any) now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary), save for easements of way, with the Charged Property over the Uncharged Property together with a right to enter upon such parts of the Uncharged Property as may be appropriate with or without workmen and equipment for any of the purposes of inspecting maintaining repairing renewing or replacing such service media in connection with the rights hereby granted (but for no other purpose) subject to the persons exercising such rights occasioning as little damage and disturbance as possible and it or its successors in title forthwith making good any damage occasioned and paying full compensation for any damage which cannot be made good.
 - 13.3 The Chargor covenants with NHMF that it will not dispose of all or any part of the Uncharged Property without (in the case of a transfer or lease of the whole or any part of the Uncharged Property) reserving for the benefit of the Charged Property easements over the Uncharged Property in the terms contained in clause 13.2 hereof.
 - 13.4 NHMF covenants with the Chargor that it will not dispose of all or any part of the Charged Property without (in the case of a transfer or lease of the whole or any part of the Charged Property) reserving for the benefit of the Uncharged Property easements over the Charged Property in the terms contained in clause 13.5 hereof.

- 13.5 All rights (in common) to the free and uninterrupted passage and running of water soil gas and electricity and any other services from and to the Uncharged Property through and along all of any service media which are in under over or upon the Charged Property and drainage passage of light air and all liberties and advantages (if any) now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary), save for easements of way, with the Uncharged Property over the Charged Property together with a right to enter upon such parts of the Charged Property as may be appropriate with or without workmen and equipment for any of the purposes of inspecting maintaining repairing renewing or replacing such service media in connection with the rights hereby granted (but for no other purpose) subject to the persons exercising such rights occasioning as little damage and disturbance as possible and it or its successors in title forthwith making good any damage occasioned and paying full compensation for any damage which cannot be made good.

IN WITNESS whereof the Chargor has executed this instrument as a deed on the date first before written

EXECUTED AS A DEED by affixing
the common seal of the TRUSTEES OF
THE NATIONAL HERITAGE
MEMORIAL FUND in the presence
of:

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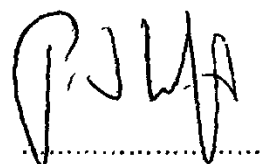
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Trustee

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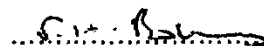
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~~Trustee / Chief Executive~~
~~/ Director of Operations /~~

Deputy Director of Operations
~~/ Director of Finance & Corporate~~
~~Services~~

North West
Carver's Warehouse
77 Dale Street
Manchester M1 2HG

Telephone
0161 200 8470
Facsimile
0161 200 8471

Textphone
020 7591 6255
Website
www.hlf.org.uk



05 October 2017

Our Ref: HG-14-03017

Claire Harwood
Grants Officer
The Woodland Trust
Kempton Way
Grantham
Lincolnshire
NG31 6LL

Dear Claire

Smithills – A vision for a resilient landscape

Congratulations, your application has now been assessed, and I am delighted to inform you that we have decided to award you a grant of up to £1,914,700.00 *one million nine hundred and fourteen thousand seven hundred* (44% of the total eligible project cost of £4,338,796.00) towards the purchase and restoration of Smithills Estate and a programme of activities to engage people with its heritage. More specifically, we will monitor your progress against the following:

Approved Purposes

- Purchase Smithills east to bring the entire estate under Woodland Trust ownership
- Undertake a range of works including restoring and conserving habitats, restoring historical features, and hydrological works to restore catchment functionality and enhance biodiversity.
- Improve existing infrastructure to facilitate access for a wide range of users including new routes, signage and waymarkers, and create a new visitor gateway at Walker Fold.
- Create 'virtual access' using digital technology.
- Create a new water trail.
- Install interpretation across the site.
- Create an interpretation and information hub at Smithills Hall.
- Establish a woodland enterprise, install infrastructure to enable the operation of new social enterprises at Smithills, and appoint a part-time Social Enterprise Coordinator
- Appoint a full-time Community Engagement Officer to develop and deliver outreach activities.
- Work with volunteers and provide skills training opportunities.
- Deliver a range of events and activities as part of the community engagement programme including activities for schools.
- Deliver a range of formal and informal learning opportunities.
- Continue with tenant engagement programme and encourage farm diversification projects.

The percentage above is known as your 'grant percentage.' As your approved project costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the project. We describe this as the 'payment percentage' and for your project this will be 45%. More information on this can be found within the 'Receiving a grant' guidance.

Part 1 of this letter sets out how we will work with you during the delivery phase of your project.

Part 2 deals with the legal aspects of the grant that we are offering. It refers to the standard terms of grant that you accepted when you completed the Declaration section of your online application.

Part 3 advises you on the next steps.

Part 1 – How we will work with you

Delivering your project

You will need to deliver your project in line with the proposals set out in your application. We will contact you shortly to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the 'Receiving a grant' guidance.

Keeping in touch

We will be monitoring your progress against the approved purposes of our grant and any areas of risk we have identified. This will help us to understand how well the delivery is advancing and alert us to any issues.

Please read the 'Receiving a grant' guidance. This requires you to:

- obtain our permission to start the delivery phase,
- submit progress reports at a frequency agreed between us when we have our start up discussion;
- request your grant payments;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations and the 'Receiving a grant' guidance.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account** (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml), in the same way that you supplied your application form.

Part 2 – The legal section

Grantee name and address: Woodland Trust (The) (registered company no 1982873 and registered charity no 294344)

Kempton Way
Grantham
Lincolnshire
NG31 6LL

Project Reference Number: HG-14-03017

Grant

The attached appendix 1 sets out the principal elements of the approved purposes to which the Heritage Lottery Fund (HLF) has agreed to contribute along with anticipated partnership funding.

Please be aware that if you spend less on your delivery project than the approved project budget, we will reduce the final grant payable. Any reduction will be in proportion to HLF's grant contribution.

Standard terms of grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in 'Receiving a grant'.

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the Project: **See Appendix 2**

Grant expiry date

You must complete the approved purposes by 31 Dec 2022.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last in perpetuity.

The following documents define the project for which the grant is offered:

1. This letter
2. Your application dated 31 May 2017
3. Documents submitted by you in support of your application
4. The following correspondence:
 - Dated 24 7 2017 from M Dalhaug To N Herepath
 - Dated 18 5 2017 from C Harwood To N Herepath

Withdrawal of the grant

We may withdraw the grant if:

- You have already started work on the delivery phase before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start work on the delivery phase within 6 months of the date of this letter.

Part 3 – Next steps

You should read the following related documents:

- 'Receiving a grant' setting out our monitoring requirements – sent via email and available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>
- 'Standard Terms of Grant' - hard copy with this letter and available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>

Available online:

- 'How to acknowledge your grant' guidance <https://www.hlf.org.uk/running-your-project/acknowledging-your-grant/where-use-logo>
- 'Photography of HLF-funded projects: A guide for grantees' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Promoting Your Project' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Template press release' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>

Permission to start

We will only give you our permission to start when certain pre-conditions, defined in the 'Receiving a grant' guidance, have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your 'Permission to start' form.

Please note that your *Permission to start* form will be released to your online account within 3 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Nick Herepath
Grants Officer
Direct Line: 0161 200 8491
Email: nickh@hlf.org.uk

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within 10 days of the grant being awarded. Your grant officer can assist you

with queries about publicity and the media and you will receive a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact your grant officer as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery, for example, on public consultation or fundraising information or materials. You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the 'How to acknowledge your grant' guidance which explains how to do this.

Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

We wish you every success with your project, and look forward to receiving regular updates.

Please contact your case grant officer Nick Herepath if you have any queries arising from this letter.

Yours sincerely



Nathan Lee
Head of Heritage Lottery Fund, North West

Enc

Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Purchase price of items or property	Acquisition of Smithills (east)	1,570,000	0	1,570,000
Repair and conservation work	Habitat restoration, creation and management; dry stone walling and boundary works to protect habitats, management access for conservation activity	997,414	31,428	1,028,842
New building work	Enterprise infrastructure for shared use by enterprises; Walker Fold Gateway infrastructure	332,155	11,000	343,155
Other capital work	Visitor facilities, access improvements, interactive trails, signage, interpretation, visitor guides and information, pop-up visitor centre for outreach activity	612,275	62,463	674,738
Digital outputs	Downloadable visitor information and interpretation	18,750	3,750	22,500
Professional fees relating to any of the above (capital)	Surveys and specialist monitoring of key species, habitats, water, tenants	40,750	8,150	48,900
Total Costs		3,571,344	116,791	3,688,135

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Community Enagement Officer and Enterprise Coordinator	262,610	5,220	267,830
Training for staff	Training for staff	2,000	400	2,400
Training for volunteers	Training for volunteers	10,740	2,148	12,888
Travel for staff	Travel for staff	11,500	575	12,075
Travel and expenses for volunteers	Travel and expenses, tools and equipment for	11,250	250	11,500

Cost Heading	Description	Cost £	Vat £	Total £
	volunteers			
Other costs (activity)	Events programme - bookable and open community and schools events	69,700	13,940	83,640
Equipment and materials (activity)	Learning resources including, environmental learning materials, Water Trail resources, Forest Schools equipment, environmental education workshops, interpretative map	22,425	3,425	25,850
Professional fees relating to any of the above (activity)	Recreational activities programme delivery	2,700	540	3,240
Total Costs		392,925	26,498	419,423

Other costs

Cost Heading	Description	Cost £	Vat £	Total £
Recruitment	Recruitment costs	500	100	600
Publicity and promotion	Demonstration activity; project publicity and promotion	11,000	704	11,704
Evaluation	Consultant-led evaluation activity	8,000	1,600	9,600
Contingency	Contingency	57,570	3,578	61,148
Inflation	Inflation @ 2%	59,801	4,635	64,436
Volunteer time	Leading events and guided walks, conservation activity, volunteer workshops	83,750	0	83,750
Total Costs		220,621	10,617	231,238

b) Delivery Phase Income

Delivery income

Income Heading	Description	Secured	Total (£)
Other public sector	Forestry Grants (Countryside Stewardship) - Underwritten by WT	Yes	433,716
Private donation - Individual	Private donation - individuals	Yes	476,446
Private donation -	Private donations -	Yes	100,000

Income Heading	Description	Secured	Total (£)
Trusts/Charities/Foundations	Trusts/Charities/Foundations		
Own reserves	Legacy	Yes	763,857
Other fundraising	WT fundraising (underwritten by WT)	Yes	566,327
Volunteer time	Volunteer time	No	83,750
HLF Grant			1,914,700
Total Income			4,338,796

Appendix 2

Additional grant conditions

1 Acquisition and work — land

- a Before you start any of the work needed to achieve the Approved Purposes, you must buy or receive the unencumbered freehold of the Property for no more than one million eight hundred and twenty thousand pounds (£1,820,000), not including the associated costs of buying or receiving it ('the Estimate'). Unencumbered means that no-one other than you is able to take control of or deal with the Property.
- b If the price you pay for the Property is less than the Estimate, we will reduce the Grant proportionately.
- c You must buy or receive the Property by 22 December 2017.

2 Letting clause

Despite clause 15 of the Standard terms of grant, you may lease or let part or parts of the Property for purposes which are consistent with the Approved Usage and for any periods we have first approved. However, the leases or lets must always be at a full market rent and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

3 Charge (First and only Charge)

- a Before you begin any of the Approved Purposes and before we pay you any part of the Grant, you must grant us a charge over the Property ("our Charge") as security for any sums that may become due to us, in a form we require.
- b You must send us any information we ask for relating to the grant of our Charge.
- c Within 28 days of the date of our Charge, you must apply to HM Land Registry for our Charge to be registered against your title to the Property and for a restriction to be entered using the following wording:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of the Trustees of

the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".

You must ensure that your application is successful and that our Charge takes priority over any charge or other right or interest which may affect your title to the Property.

- d If you are a company, within 21 days of the date of our Charge, you must register it with Companies House against your company.
- e You must provide us with such evidence as we reasonably require to show that the registrations and priority set out in this Additional grant condition have been effected.
- f If you break the terms of our Charge, we will treat it as though you have broken the terms of grant. If there are any differences between the terms of our Charge and the terms of grant, the terms of our Charge will take priority.



Heritage Grants

Grants of over £100,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you applied for a grant and how you intend to carry out those purposes as set out in your Application, but taking account of any changes we and you agree in writing, or that are required by us at any time before we release any of the Grant. These purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your project to your second-round Application, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant *telling the story of your Project, its achievements and lessons learned.*

First-Round Pass Letter – our letter confirming that you can proceed to the second-round Application. This will identify any Development Work you need to do before you send in a second-round Application.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after a second-round Application.



How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the project referred to in your Application that consists of, or includes, the Approved Purposes.

Project Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital properties, intellectual property rights and any documents that you produce or order as part of the Approved Purposes.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant.



Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use the Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Project development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:
 - a. when they refer to "Approved Purposes" this means your Development Work.
 - b. when they refer to "Approved Usage" this means you using the product of the Development work to further the Project.
 - c. when they refer to a "Grant Expiry Date" this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
 - d. when they refer to "Grant" this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
 - e. when paragraphs 5 and 37 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. paragraphs 9a, 9c, 15, 16 and 17 will not apply.

Project monitoring

8. You must give us any financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
9. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the Property and any work to it;



- b. monitor the conduct and progress of the Approved Purposes; and
- c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of your Project at times agreed with us.

- 10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
- 11. We will monitor the progress of your Project and will carry out checks at and after the end of the Project to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.
- 12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

- 13. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
- 14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Property

- 15. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 24, you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.
 - a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;
 - b. that you sell or let the Property at its full market value;
 - c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is



appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

16. You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after the work has been done. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation management plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.
17. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.
18. You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
19. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
20. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.
22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
23. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:
 - a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
 - b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;



- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the completion of the Project;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:
- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
27. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application; or



g. you fail to keep to any of these terms of grant.

28. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
29. If you sell or otherwise part with all or part of the Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 27.

General terms

30. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
31. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.
32. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
33. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
34. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
35. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.
36. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
37. These terms of grant will last for the period set out in the Grant Notification Letter.
38. These terms of grant cannot be enforced by anybody other than you or us.

Sheephouse Farm, Smithills

PLAN 3



WOODLAND
TRUST



The Woodland Trust is a registered charity
in England and Wales no. 294344 and in
Scotland no. SC038885.

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Date: 05.12.17
Scale: 1:2500
Author: DJS



DATED 15th DECEMBER 2017

THE TRUSTEES OF THE
NATIONAL HERITAGE MEMORIAL FUND

- and -

THE WOODLAND TRUST

LEGAL CHARGE

relating to part of the Smithills Estate

WE ROYTHORNES LIMITED OF ENTERPRISE WAY,
PINCHBECK, SPALDING, Lincs PE11 3YR HEREBY
CERTIFY THIS TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL

Raymond Lester
20.12.2017

THIS DEED is made on 15th DECEMBER 2017

BETWEEN

- (1) **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place, London, SW1W 8NR (and where the context admits its respective successors in title and permitted assigns "NHMF"); and
- (2) **THE WOODLAND TRUST** registered company number 01982873 whose registered office is at Kempton Way, Grantham, Lincolnshire, NG31 6LL, a charity with registered charity number 294344 ("the Chorgor").

1. Definitions

- | | |
|-----------------------|---|
| "Approved Purposes" | means as defined in the Grant Contract |
| "Grant Contract" | a grant notification letter dated 5 th October 2017 and NHMF's Standard terms of grant all of which are attached to this Charge as the same may be amended, supplemented, restated or novated from time to time |
| "Charged Property" | the freehold property being part of Smithills Estate with registered title numbers MAN253309 (part) AND MAN273043 as shown edged red on the attached plan marked 'Plan 1' (excluding the Uncharged Land) and edged red on the attached plan marked 'Plan 2' |
| "Uncharged Property" | the freehold property being part of Smithills Estate with registered title number MAN253309 (part) as shown edged green on the attached plan marked 'Plan 3' |
| "Secured Obligations" | all monies, obligations and liabilities (whether present or future, actual or contingent) owing by the Chorgor to NHMF from time to time including, without limitation, under the Grant Contract. |

2. Charge

The Chorgor with full title guarantee charges by way of legal mortgage the Charged Property to NHMF as a continuing security for the payment or discharge when due of the Secured Obligations.

3. Dispositions

3.1.1 The parties apply to the Chief Land Registrar to enter on the Register of Title to the Charged Property the following restriction:

3.1.2 "No transfer, grant of a lease or charge of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [15th DECEMBER 2017] in favour of the Trustees of the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".

3.2 Save as permitted in clause 3.3, the Chorgor will not exercise the statutory power of granting or accepting a surrender of any lease of the Charged Property nor will the Chorgor agree to a variation of any such lease without (in any case) the previous written consent of NHMF.

- 3.3 The Chargor is permitted to grant leases or licences of the Charged Property for a period of up to 7 years without the consent of NHMF where the use of the Charged Property demised by such lease or licence is in accordance with the Approved Purposes.

4. **Grant Contract**

This Charge incorporates the provisions of the Grant Contract on the part of the Chargor and any breach thereof will be treated as a breach of obligation under this Charge.

5. **General Provisions**

- 5.1 In addition to all powers conferred by statute or the general law NHMF shall also have the following powers:

5.1.1 any power conferred on it by the Grant Contract;

5.1.2 power to appoint any person to enter on the Charged Property to inspect maintain and repair any buildings structures or other things.

5.2 If the Chargor fails to carry out its obligations under the Grant Contract then NHMF may (but will not be bound to) remedy that breach of obligation and may if necessary enter the Charged Property with surveyors workmen and others for that purpose and the Chargor will on demand reimburse NHMF with the cost or expenditure incurred together with interest from the date it was incurred until payment at a rate equal to 2% over National Westminster Bank PLC base rate from time to time.

5.3 The obligations referred to in clause 5.2 include (among others) the maintenance, repair and insurance of the Charged Property (except in the case of leasehold land of which the Chargor is tenant, to the extent that the lessor of such land is bound to provide the same).

5.4 The entry by NHMF and the performance of any of its rights under this Clause 5 shall not be treated as a mortgagee going into possession and NHMF shall be treated as the agent of the Chargor and any entry will be without prejudice to any other right of NHMF to take possession for breach of the terms contained or incorporated in this Charge or otherwise.

6. **Receiver**

6.1 **Appointment of Receiver**

If:

- (a) the Chargor requests that a receiver, receiver and manager and/or an administrator (each referred to as a "Receiver") be appointed; or
- (b) (whether or not NHMF becomes aware of the intention of the same) any party intends to take or takes any step to petition for the appointment of any Receiver to be made in relation to the Chargor or to make an administration application or give or file notice of appointment or of intention to appoint any Receiver or any such petition is presented or any such application or appointment is made; or
- (c) the Chargor fails duly and punctually to perform or discharge any of its obligations hereunder or NHMF demands payment or discharge of any of its obligations hereunder (and whether or not the Chargor is given anytime in which to satisfy the same),

then at any time thereafter the security created hereunder shall be enforceable and NHMF may by writing under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director or manager or other authorised signatory for the time being of NHMF appoint any person or persons to be a Receiver of the whole or any part or parts of the Charged Property and of the rights of NHMF contained in this Charge.

6.2 Joint Receivers

Where two or more persons are appointed to be Receiver, NHMF may in the appointment declare whether any act required or authorised to be done by a Receiver is to be done by all or any one or more of them for the time being holding office and, subject thereto, any such persons may act jointly and/or severally.

6.3 General Powers of Receiver

6.3.1 Any Receiver shall (subject to any limitations or restrictions which NHMF may in its absolute and unfettered discretion incorporate in the deed or other instrument appointing him but notwithstanding the liquidation, winding-up, or dissolution at any time of the Chargor and whether or not any such Receiver shall be an administrator) have:-

- (a) all the powers conferred from time to time on administrators, receivers (whether administrative receivers or otherwise) by law and/or statute;
- (b) power on behalf and at the cost of the Chargor and whether in the name of the Chargor or otherwise to exercise all the powers and rights of an absolute owner and do or omit to do anything which the Chargor could do or omit to do or could have done or omitted to do but for any incapacity or the appointment of a liquidator, administrator or like officer in relation to the Chargor or the assets subject of the security created hereunder; and
- (c) power to use the name of the Chargor in connection with the exercise of any of such powers and, without prejudice to the generality of the provisions of Clauses 6.3.1(a) and 6.3.1(b) on behalf and at the cost of and in the name of the Chargor or otherwise, the powers referred to herein.

6.3.2 To the maximum extent permitted by law all restrictions or limitations or waiting periods which would otherwise apply to the exercise of the rights of any Receiver or of NHMF under or in connection with the security granted hereunder imposed by any statute (including, without limitation, the Law of Property Act 1925 (the "Act")) are hereby excluded.

6.4 Receiver as Agent

Any Receiver shall, so far as the law allows, be deemed to be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts, defaults, contracts, engagements, omissions, losses, liabilities, misconduct and remuneration and NHMF shall not be under any liability whatsoever in such regard.

6.5 Remuneration

The remuneration of the Receiver shall be such sum or rate payable in such manner as may be agreed between him and NHMF at or at any time after his appointment without being limited to the maximum rate specified in section 109(6) of the Act.

6.6 Removal

NHMF may from time to time under its common or corporate seal (as the case may be) or as a deed or under the hand of any trustee, director, manager or other authorised signatory for the time being of NHMF remove any Receiver appointed by it

and may, whenever it may deem it expedient, appoint or as the case maybe apply to court for the appointment of another qualified person as a new Receiver in place of any Receiver whose appointment may have been terminated for any reason.

7. Appointment of Attorney

The Chargor irrevocably and by way of security appoints NHMF and any person nominated in writing under the hand of any authorised signatory of NHMF, together with every Receiver appointed under this document, as attorney of the Chargor and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants undertakings and provisions contained in this document or which may be required or deemed proper for any of the purposes of this document.

8. Indemnity for NHMF and Receivers

NHMF and every Receiver or agent of NHMF under this document shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and expenses properly incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretion vested in them or him under this document and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in anyway relating to the Charged Property and NHMF and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this document.

9. Costs

The Chargor will pay on demand all expenses and liabilities (including, without limitation, legal and other professional costs) paid or incurred by NHMF (or any Receiver or any agent on its behalf) on a full indemnity basis in relation to any of the Charged Property or in protecting, considering the enforcement or exercise of, or enforcing or exercising (or attempting to do so), any right or power arising under or pursuant to this Charge or in procuring the discharge of any of the Secured Obligations.

10. Joint and Several Obligations

Where any party to this Charge includes more than one person the obligations of that party set out in this Charge shall constitute obligations of each such person owed jointly and severally.

11. Charities Act 2011

11.1 The Charged Property is held by (or in trust for) the Chargor, a non-exempt charity, and this Charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.

11.3 The directors of the Chargor, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this Charge and that they have obtained and considered such advice as is mentioned in Section 124(2) of the said Act.

12. Notices

12.1 Any notice given to a party under or in connection with this Charge shall be in writing and shall be:

- 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.1.2 sent by fax to its main fax number.
- 12.2 Any such notice shall be deemed to have been received:
 - 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;
 - 12.2.3 if sent by fax, at 9.00am on the next working day after transmission.
- 12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.
- 12.4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12.
- 13. Charge of part**
 - 13.1 The Chargor so as to bind the whole and every part of the Uncharged Property adjoining the Charged Property covenants with NHMF for the benefit of the whole and every part of the Charged Property that the Chargor will not make any objection whether to the Land Registry or otherwise following a disposal of all or any part of the Charged Property by NHMF or the Receiver to the entry on the Chargor's register of title to the Uncharged Property of easements benefitting the Charged Property over the Uncharged Property in the terms contained in clause 13.2 hereof.
 - 13.2 All rights (in common) to the free and uninterrupted passage and running of water soil gas and electricity and any other services from and to the Charged Property through and along all of any service media which are in under over or upon the Uncharged Property and drainage passage of light air and all liberties and advantages (if any) now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary), save for easements of way, with the Charged Property over the Uncharged Property together with a right to enter upon such parts of the Uncharged Property as may be appropriate with or without workmen and equipment for any of the purposes of inspecting maintaining repairing renewing or replacing such service media in connection with the rights hereby granted (but for no other purpose) subject to the persons exercising such rights occasioning as little damage and disturbance as possible and it or its successors in title forthwith making good any damage occasioned and paying full compensation for any damage which cannot be made good.
 - 13.3 The Chargor covenants with NHMF that it will not dispose of all or any part of the Uncharged Property without (in the case of a transfer or lease of the whole or any part of the Uncharged Property) reserving for the benefit of the Charged Property easements over the Uncharged Property in the terms contained in clause 13.2 hereof.
 - 13.4 NHMF covenants with the Chargor that it will not dispose of all or any part of the Charged Property without (in the case of a transfer or lease of the whole or any part of the Charged Property) reserving for the benefit of the Uncharged Property easements over the Charged Property in the terms contained in clause 13.5 hereof.

- 13.5 All rights (in common) to the free and uninterrupted passage and running of water soil gas and electricity and any other services from and to the Uncharged Property through and along all of any service media which are in under over or upon the Charged Property and drainage passage of light air and all liberties and advantages (if any) now used or enjoyed (whether as easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary), save for easements of way, with the Uncharged Property over the Charged Property together with a right to enter upon such parts of the Charged Property as may be appropriate with or without workmen and equipment for any of the purposes of inspecting maintaining repairing renewing or replacing such service media in connection with the rights hereby granted (but for no other purpose) subject to the persons exercising such rights occasioning as little damage and disturbance as possible and it or its successors in title forthwith making good any damage occasioned and paying full compensation for any damage which cannot be made good.

IN WITNESS whereof the Chargor has executed this instrument as a deed on the date first before written

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Barbara Young

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print name: HELLA BOWTIE
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North West
Carver's Warehouse
77 Dale Street
Manchester M1 2HG

Telephone
0161 200 8470
Facsimile
0161 200 8471

Textphone
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Website
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05 October 2017

Our Ref: HG-14-03017

Claire Harwood
Grants Officer
The Woodland Trust
Kempton Way
Grantham
Lincolnshire
NG31 6LL

Dear Claire

Smithills – A vision for a resilient landscape

Congratulations, your application has now been assessed, and I am delighted to inform you that we have decided to award you a grant of up to £1,914,700.00 *one million nine hundred and fourteen thousand seven hundred* (44% of the total eligible project cost of £4,338,796.00) towards the purchase and restoration of Smithills Estate and a programme of activities to engage people with its heritage. More specifically, we will monitor your progress against the following:

Approved Purposes

- Purchase Smithills east to bring the entire estate under Woodland Trust ownership
- Undertake a range of works including restoring and conserving habitats, restoring historical features, and hydrological works to restore catchment functionality and enhance biodiversity.
- Improve existing infrastructure to facilitate access for a wide range of users including new routes, signage and waymarkers, and create a new visitor gateway at Walker Fold.
- Create 'virtual access' using digital technology.
- Create a new water trail.
- Install interpretation across the site.
- Create an interpretation and information hub at Smithills Hall.
- Establish a woodland enterprise, install infrastructure to enable the operation of new social enterprises at Smithills, and appoint a part-time Social Enterprise Coordinator.
- Appoint a full-time Community Engagement Officer to develop and deliver outreach activities.
- Work with volunteers and provide skills training opportunities.
- Deliver a range of events and activities as part of the community engagement programme including activities for schools.
- Deliver a range of formal and informal learning opportunities.
- Continue with tenant engagement programme and encourage farm diversification projects.

The percentage above is known as your 'grant percentage.' As your approved project costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the project. We describe this as the 'payment percentage' and for your project this will be 45%. More information on this can be found within the 'Receiving a grant' guidance.

Part 1 of this letter sets out how we will work with you during the delivery phase of your project.

Part 2 deals with the legal aspects of the grant that we are offering. It refers to the standard terms of grant that you accepted when you completed the Declaration section of your online application.

Part 3 advises you on the next steps.

Part 1 – How we will work with you

Delivering your project

You will need to deliver your project in line with the proposals set out in your application. We will contact you shortly to arrange a start-up discussion, when we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the 'Receiving a grant' guidance.

Keeping in touch

We will be monitoring your progress against the approved purposes of our grant and any areas of risk we have identified. This will help us to understand how well the delivery is advancing and alert us to any issues.

Please read the 'Receiving a grant' guidance. This requires you to:

- obtain our permission to start the delivery phase;
- submit progress reports at a frequency agreed between us when we have our start up discussion;
- request your grant payments;
- provide a completion and evaluation report when you have finished the delivery phase;
- procure goods, works and services in accordance with EU procurement regulations and the 'Receiving a grant' guidance.

The forms that you will need for requesting permission to start, requesting your grant and reporting your progress and completion should be **accessed and submitted via your online account** (https://forms.hlf.org.uk/officeforms/HLF_Projects.ofml), in the same way that you supplied your application form.

Part 2 – The legal section

Grantee name and address: Woodland Trust (The) (registered company no 1982873 and registered charity no 294344)

Kempton Way
Grantham
Lincolnshire
NG31 6LL

Project Reference Number: HG-14-03017

Grant

The attached appendix 1 sets out the principal elements of the approved purposes to which the Heritage Lottery Fund (HLF) has agreed to contribute along with anticipated partnership funding.

Please be aware that if you spend less on your delivery project than the approved project budget, we will reduce the final grant payable. Any reduction will be in proportion to HLF's grant contribution.

Standard terms of grant

We will pay you the grant subject to you complying with our standard terms of grant which formed part of your application; the additional grant conditions (if any) set out below; and with the conditions and requirements set out in 'Receiving a grant'.

Additional grant conditions

In addition to our standard terms of grant, you must observe the following additional conditions in respect of the Project: **See Appendix 2**

Grant expiry date

You must complete the approved purposes by 31 Dec 2022.

Duration of the terms of grant

The standard terms of grant and the additional grant conditions (if any) will last in perpetuity.

The following documents define the project for which the grant is offered:

1. This letter
2. Your application dated 31 May 2017
3. Documents submitted by you in support of your application
4. The following correspondence:
 - Dated 24 7 2017 from M Dalhaug To N Herepath
 - Dated 18 5 2017 from C Harwood To N Herepath

Withdrawal of the grant

We may withdraw the grant if:

- You have already started work on the delivery phase before we have given you our permission to do so, in accordance with the standard terms of grant.
- You do not start work on the delivery phase within 6 months of the date of this letter.

Part 3 – Next steps

You should read the following related documents:

- 'Receiving a grant' setting out our monitoring requirements – sent via email and available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>
- 'Standard Terms of Grant' - hard copy with this letter and available online at <https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-grants>

Available online:

- 'How to acknowledge your grant' guidance <https://www.hlf.org.uk/running-your-project/acknowledging-your-grant/where-use-logs>
- 'Photography of HLF-funded projects: A guide for grantees' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Promoting Your Project' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>
- 'Template press release' online at <https://www.hlf.org.uk/running-your-project/promoting-your-project>

Permission to start

We will only give you our permission to start when certain pre-conditions, defined in the 'Receiving a grant' guidance, have been satisfied. For us to pay your grant requests by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or a paying-in slip for the relevant account, showing the bank's name and address. You will need to submit this with your 'Permission to start' form.

Please note that your *Permission to start* form will be released to your online account within 3 working days of this letter. Please contact your Grants Officer using the contact details below if you need to access the form any earlier than this.

Nick Herepath

Grants Officer

Direct Line: 0161 200 8491

Email: nickh@hlf.org.uk

Publicity

It is important to publicise your award to local media so that lottery players know where their money has gone. However, you must keep your award confidential until we have discussed and agreed your publicity plans. We will publish the fact that you have been awarded a grant on our website within 10 days of the grant being awarded. Your grant officer can assist you

with queries about publicity and the media and you will receive a template press release which you may find helpful to issue to media once your publicity plans have been agreed.

Please also contact your grant officer as soon as possible to agree the most appropriate location and nature of HLF acknowledgment for your grant both during your project and after its completion. You must make sure you include our logo on any information you produce about your delivery, for example, on public consultation or fundraising information or materials. You must also include our logo on all designs or plans you produce, on all specialist reports or surveys, and on all tender documents that are funded by our grant. Please refer to the 'How to acknowledge your grant' guidance which explains how to do this.

Join our Online Community

Did you know that we have an Online Community to connect people working on HLF-supported projects? It's a friendly and informal forum to ask and answer questions, share learning and network with other grantees and heritage professionals. You can find it on our website at <https://www.hlf.org.uk/community>. If you'd like to join in the discussions, simply log in with your existing HLF account username and password, or you can register a new account at www.hlf.org.uk/user/register. If you have any questions about the Online Community, please contact onlinecommunity@hlf.org.uk.

We wish you every success with your project, and look forward to receiving regular updates.

Please contact your case grant officer Nick Herepath if you have any queries arising from this letter.

Yours sincerely



Nathan Lee
Head of Heritage Lottery Fund, North West

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Appendix 1 – Approved project costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Purchase price of items or property	Acquisition of Smithills (east)	1,570,000	0	1,570,000
Repair and conservation work	Habitat restoration, creation and management; dry stone walling and boundary works to protect habitats, management access for conservation activity	997,414	31,428	1,028,842
New building work	Enterprise infrastructure for shared use by enterprises; Walker Fold Gateway infrastructure	332,155	11,000	343,155
Other capital work	Visitor facilities, access improvements, interactive trails, signage, interpretation, visitor guides and information, pop-up visitor centre for outreach activity	612,275	62,463	674,738
Digital outputs	Downloadable visitor information and interpretation	18,750	3,750	22,500
Professional fees relating to any of the above (capital)	Surveys and specialist monitoring of key species, habitats, water, tenants	40,750	8,150	48,900
Total Costs		3,571,344	116,791	3,688,135

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Community Enagement Officer and Enterprise Coordinator	262,610	5,220	267,830
Training for staff	Training for staff	2,000	400	2,400
Training for volunteers	Training for volunteers	10,740	2,148	12,888
Travel for staff	Travel for staff	11,500	575	12,075
Travel and expenses for volunteers	Travel and expenses, tools and equipment for	11,250	250	11,500

Cost Heading	Description	Cost	Vat	Total
		£	£	£
	volunteers			
Other costs (activity)	Events programme - bookable and open community and schools events	69,700	13,940	83,640
Equipment and materials (activity)	Learning resources including, environmental learning materials, Water Trail resources, Forest Schools equipment, environmental education workshops, interpretative map	22,425	3,425	25,850
Professional fees relating to any of the above (activity)	Recreational activities programme delivery	2,700	540	3,240
Total Costs		392,925	26,498	419,423

Other costs

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Recruitment	Recruitment costs	500	100	600
Publicity and promotion	Demonstration activity; project publicity and promotion	11,000	704	11,704
Evaluation	Consultant-led evaluation activity	8,000	1,600	9,600
Contingency	Contingency	57,570	3,578	61,148
Inflation	Inflation @ 2%	59,801	4,635	64,436
Volunteer time	Leading events and guided walks, conservation activity, volunteer workshops	83,750	0	83,750
Total Costs		220,621	10,617	231,238

b) Delivery Phase Income

Delivery Income

Income Heading	Description	Secured	Total (£)
Other public sector	Forestry Grants (Countryside Stewardship) - Underwritten by WT	Yes	433,716
Private donation - Individual	Private donation - Individuals	Yes	476,446
Private donation -	Private donations -	Yes	100,000

Income Heading	Description	Secured	Total (£)
Trusts/Charities/Foundations	Trusts/Charities/Foundations		
Own reserves	Legacy	Yes	763,857
Other fundraising	WT fundraising (underwritten by WT)	Yes	566,327
Volunteer time	Volunteer time	No	83,750
HLF Grant			1,914,700
Total Income			4,338,796

Appendix 2

Additional grant conditions

1 Acquisition and work — land

- a Before you start any of the work needed to achieve the Approved Purposes, you must buy or receive the unencumbered freehold of the Property for no more than one million eight hundred and twenty thousand pounds (£1,820,000), not including the associated costs of buying or receiving it ('the Estimate'). Unencumbered means that no-one other than you is able to take control of or deal with the Property.
- b If the price you pay for the Property is less than the Estimate, we will reduce the Grant proportionately.
- c You must buy or receive the Property by 22 December 2017.

2 Letting clause

Despite clause 15 of the Standard terms of grant, you may lease or let part or parts of the Property for purposes which are consistent with the Approved Usage and for any periods we have first approved. However, the leases or lets must always be at a full market rent and you must use the rental income for the purpose of carrying out the Approved Purposes or generally for the benefit of the Property.

3 Charge (First and only Charge)

- a Before you begin any of the Approved Purposes and before we pay you any part of the Grant, you must grant us a charge over the Property ("our Charge") as security for any sums that may become due to us, in a form we require.
- b You must send us any information we ask for relating to the grant of our Charge.
- c Within 28 days of the date of our Charge, you must apply to HM Land Registry for our Charge to be registered against your title to the Property and for a restriction to be entered using the following wording:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of the Trustees of

the National Heritage Memorial Fund referred to in the Charges Register or their conveyancer".

You must ensure that your application is successful and that our Charge takes priority over any charge or other right or interest which may affect your title to the Property.

- d If you are a company, within 21 days of the date of our Charge, you must register it with Companies House against your company.
- e You must provide us with such evidence as we reasonably require to show that the registrations and priority set out in this Additional grant condition have been effected.
- f If you break the terms of our Charge, we will treat it as though you have broken the terms of grant. If there are any differences between the terms of our Charge and the terms of grant, the terms of our Charge will take priority.



Heritage Grants

Grants of over £100,000

Standard terms of grant

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the Heritage Lottery Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a grant, or submit to us from your Development Work.

Approved Purposes – the purposes for which you applied for a grant and how you intend to carry out those purposes as set out in your Application, but taking account of any changes we and you agree in writing, or that are required by us at any time before we release any of the Grant. These purposes include you getting and using partnership funding as set out in your Application.

Approved Usage – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Development Work – the work involved in progressing your project to your second-round Application, including the production of designs, plans, and other documents.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of your Project, its achievements and lessons learned.

First-Round Pass Letter - our letter confirming that you can proceed to the second-round Application. This will identify any Development Work you need to do before you send in a second-round Application.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – our letter confirming our Grant award to you after a second-round Application.



How to acknowledge your grant – the booklet that explains how we require you to acknowledge the Grant and which gives details of the acknowledgement materials we will provide.

Photography of HLF-funded projects: A guide for grantees – guidance on how to submit images to us, how we use these, and how to source consents.

Project – the project referred to in your Application that consists of, or includes, the Approved Purposes.

Project Completion Date – the date that we make our final payment and are satisfied that the Approved Purposes of the Grant have been met.

Programme Application guidance – the document setting out the scope of the programme and how to apply.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital properties, intellectual property rights and any documents that you produce or order as part of the Approved Purposes.

Receiving a grant – the guidance we publish to explain how we will pay the Grant, monitor your Project and agree changes to the Grant.



Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes without our approval beforehand.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use the Property, or allow it to be used, only for the Approved Usage.
5. As well as these terms of grant, you must follow the conditions (if any) set out in the First-Round Pass Letter and Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application guidance, *Receiving a grant*, the *How to acknowledge your grant* guidance, and *Photography of HLF-funded projects: A guide for grantees*.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Project development

7. The First-Round Pass Letter may offer to provide you with funding for Development Work. If it does these terms of grant will also apply to that funding but with the following changes:
 - a. when they refer to "Approved Purposes" this means your Development Work.
 - b. when they refer to "Approved Usage" this means you using the product of the Development work to further the Project.
 - c. when they refer to a "Grant Expiry Date" this is the date set out in the First-Round Pass Letter by which you must complete the Development Work.
 - d. when they refer to "Grant" this means the amount of funding for the Development Work set out in the First-Round Pass Letter.
 - e. when paragraphs 5 and 37 refer to the "Grant Notification Letter" this means the First-Round Pass Letter.
 - f. paragraphs 9a, 9c, 15, 16 and 17 will not apply.

Project monitoring

8. You must give us any financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
9. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the Property and any work to it;



- b. monitor the conduct and progress of the Approved Purposes; and
- c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of your Project at times agreed with us.

- 10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
- 11. We will monitor the progress of your Project and will carry out checks at and after the end of the Project to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 9, you must take those recommendations into account when meeting your obligations to us.
- 12. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.

Procurement

- 13. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
- 14. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Programme Application guidance.

Property

- 15. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 24, you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.
 - a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;
 - b. that you sell or let the Property at its full market value,
 - c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale prices as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. You must pay whatever we decide is



appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

16. You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after the work has been done. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation management plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.
17. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application guidance.
18. You must keep any objects or fixtures that form part of the Property in a physically secure and appropriate environment.
19. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
20. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.

Publicity and acknowledgement

21. We may make the purpose and amount of the Grant public in whatever way we think fit.
22. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in our *How to acknowledge your grant* booklet. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
23. You must also provide us with digital images in electronic format of your Project – or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. See *Photography of HLF-funded projects: A guide for grantees* for more information.

Digital outputs

24. You agree to:
 - a. hereby grant to us an irrevocable, perpetual and royalty-free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind;
 - b. obtain and maintain in force all authorisations of any kind required for you to use, copy, keep and disseminate the Digital Outputs and to grant such licence to us;



- c. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner may not commercially exploit it;
- d. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolescent before the fifth anniversary of the completion of the Project;
- e. comply with these terms of grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring that the digital files are held securely and are available on request to the public and to us;
- f. grant licences in respect of the Digital Outputs under the Creative Commons model licence Attribution Non-Commercial but not on other terms without our prior written consent;
- g. not otherwise exploit the Digital Outputs commercially without our prior written consent.

Grant payment and repayment

25. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these terms of grant and the procedures explained in *Receiving a grant* as long as:
- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these terms of grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
26. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
27. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application; or



g. you fail to keep to any of these terms of grant.

28. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
29. If you sell or otherwise part with all or part of the Property without our permission under paragraph 15, or you receive money in some other way as a result of you not following these terms of grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 27.

General terms

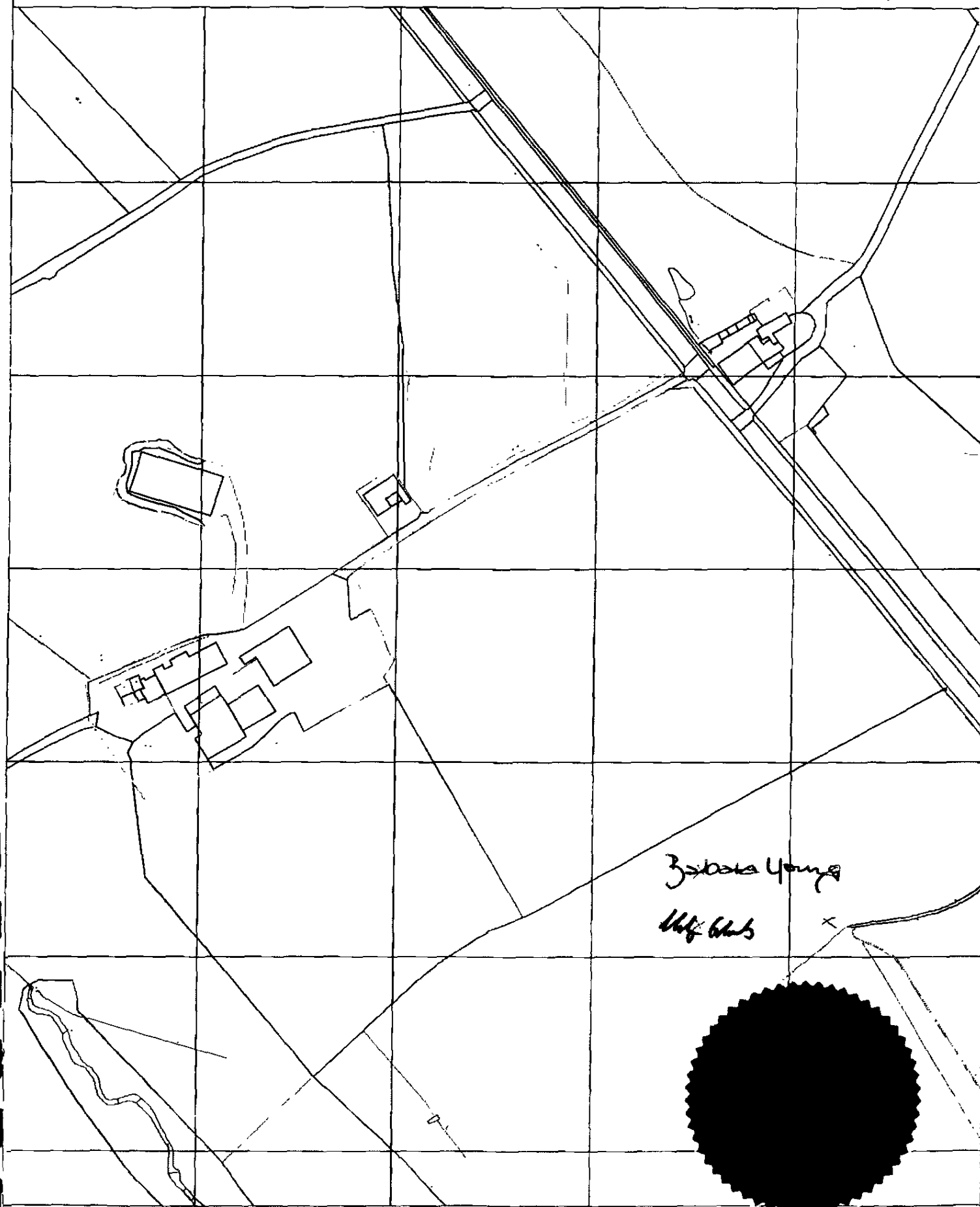
30. You may not, and must not claim to, transfer the Grant or any rights under these terms of grant.
31. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms of grant and to give us the rights granted to us under them.
32. If there is more than one of you, any liability under these terms of grant will apply to you all together and separately.
33. We may rely on any of our rights under these terms of grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these terms of grant.
34. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these terms of grant if we (or anyone we authorise) give it to you in writing.
35. Any notice, request or other document we or you send to each other under these terms of grant can be delivered or sent by any effective means.
36. Any documents you need to send us under these terms of grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
37. These terms of grant will last for the period set out in the Grant Notification Letter.
38. These terms of grant cannot be enforced by anybody other than you or us.

Sheephouse Farm, Smithills

PLAN 3



WOODLAND
TRUST



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Date: 05.12.17
Scale: 1:2500
Author: DJS

