

Heritage of London Trust

Terms and Conditions of Grants

1. **Grant acceptance**

Unless agreed otherwise by the Heritage of London Trust ('HOLT') the offer of funds towards the relevant project (the 'Project') notified to you (the 'Grant') must be accepted in writing within one month of the date of that offer. You are responsible for making any contractors for the project aware of our grant conditions.

2. **Grant payment**

The Grant will be paid subject to the following conditions:

- 2.1 The Project must be completed and the Grant claimed within three years of the date of the offer of the funds in relation to the Project (the 'Grant Claim Date'). If the Grant has not been claimed by the Grant Claim Date, you should re-apply to HOLT giving reasons for the delay. HOLT will endeavour to assess any Grant extension requests at its next Board meeting following the request. HOLT reserves the right to add additional conditions to the Grant if the extension is agreed.
- 2.2 You must supply to HOLT an architect's certificate (or equivalent) which evidences that the amount of the Grant (or more) has been spent on the Project. We reserve the right to make a proportionate reduction to the Grant if the actual cost of the Project is less than the estimated cost provided to HOLT in the Grant application.
- 2.3 The Project must be completed to HOLT's satisfaction.
- 2.4 The Grant must be claimed within 6 weeks of the Project's completion.
- 2.5 There should be displayed at the Project, for the duration of the work on the Project, signage (provided by HOLT), which shows that HOLT is a funder of the Project.
- 2.6 A 10 year maintenance schedule must be agreed at the end of the Project.
- 2.7 HOLT's name must be included in all publicity (including all media, website and printed material) about the Project from the date of acceptance of the Grant.
- 2.8 HOLT should be invited to functions and events intended for donors or promotion of the Project. Any launch event at the completion of the Project must be co-ordinated with HOLT in advance.
- 2.9 HOLT's support (and any donors of HOLT towards the Project) must be acknowledged on a permanent plaque at the site of the Project at your cost, with the proposed artwork approved by HOLT in advance of installation.

3. **Professional advisors**

HOLT reserves the right to require you to engage a professional advisor to oversee the Project. Professional advisors should be independent and shall not be employees of, nor directly associated with the building or contractors carrying out the works. They must be engaged under a relevant standard form of written contract, or other comprehensive written terms and conditions duly executed by both parties. A copy of the relevant agreement must be supplied to HOLT on request.

4. **Schedule of works**

You agree to the following requirements in relation to the Grant:

- 4.1 To submit a schedule of works to HOLT at least one month prior to commencement of work on the Project.
- 4.2 To submit all tender specifications and invitations to tender, plus contractors' quotes or any Project documentation, on request. To include HOLT in any tender processes on request.
- 4.3 To obtain agreement in writing from HOLT in advance in relation to any variations to the Project.
- 4.4 To notify HOLT of the forecast date of the completion of the Project and any significant change to the forecast date of completion and to provide copies of any revised schedule of works.

5. **Access to the site**

- 5.1 You agree that HOLT may, upon reasonable notice, visit the Project to inspect and/or monitor the work taking place and also to carry out any final inspection on completion.
- 5.2 You must arrange for the public to have access to the Project upon completion as set out in the individual grant application, or by separate agreement.

6. **Proud Places**

- 6.1 You agree that HOLT may, upon reasonable notice, visit the Project with supervised groups of young people as part of its Proud Places programme. Visits may take place before, during and for a period of three years post completion of the Project. HOLT agrees to carry out a risk assessment in advance of each visit and will provide copies to you upon request. HOLT takes full responsibility for the supervision of the young people while they are on the site.
- 6.2 You agree not to take any photographs of the Proud Places visits without our prior permission.

7. **Recording**

- 7.1 You agree that HOLT may record, photograph and/or film the Project and Proud Places visits, while work is in progress and conservators are on site (the 'Recordings') subject always to the express consent of the subjects of the Recordings. HOLT will use the Recordings for internal purposes and to publicise the Project as it considers appropriate. HOLT retains the right to make public the purpose and amount of the Grant.

8. **Repayment of grant**

The whole or any part of the Grant shall immediately become repayable (or shall not be payable) if:

- 8.1 You fail to comply with any of the conditions of the Grant.
- 8.2 Your application form or other material submitted to HOLT in respect of the Project is completed fraudulently, negligently, incorrectly or misleadingly in any material particular.
- 8.3 You have acted negligently or fraudulently in connection with the Grant.

On acceptance of the Grant, you confirm that you have read and accepted these terms and conditions.