

Third Floor
The Senate
Southernhay Gardens
Exeter
EX1 1UG

Telephone
01392 304006
Website
heritagefund.org.uk



5 December 2022

Our Ref: OL-18-06819

Kirsty Larkins
Director for Service Delivery
South Somerset District Council
Council Offices
Brympton Way
Yeovil
Somerset
BA20 2HT

Dear Kirsty Larkins

Uncovering Ham Hill's past for its future

Congratulations, your *Application* has now been assessed, and I am pleased to confirm that we will offer you a *Delivery Grant* of up to £1,600,000 One Million and Six Hundred Thousand Pounds (66% of the total approved *Project* work cost of £2,417,900) towards the *Delivery Phase* of the above *Project* which is set out in the *Approved Purposes* in part 1 of this letter.

We have also enclosed a side letter joining in the Duchy of Cornwall insofar as matters relate to their control and I would be grateful if you could arrange for this to be sent to Charles Crawford and for appropriate signatures and permissions to be sought and the letter then returned to me for completion by us.

The percentage above is known as your *Grant Percentage*. As your *Approved Project Costs* include 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 74%. More information on this can be found within the *Receiving a Grant* guidance. A copy of this is enclosed and a link can be found here: [Receiving a grant guidance: £250,000 to £5million | The National Lottery Heritage Fund](#)

Part 1 of this letter deals with the legal aspects of the *Delivery Grant* that we are offering.

Part 2 of this letter sets out how we will work with you during the *Delivery Phase* of your *Project*.

Part 1 – The Legal Section

Project Reference Number: OL-18-06819

Grant Amount Awarded: £1,600,000.00

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Grant Contract – made up of:

- *Grant Notification Letter;*
- *Standard Terms of Grant;*
- *Any Additional Grant Conditions;* and
- *Signed Permission to Start Form.*

Grantee name and address:

South Somerset District Council of the Council Offices, Brympton Way, Yeovil, Somerset, BA20 2HT.

Approved Purposes

You will need to deliver your *Project* in line with the proposals set out in your *Application*. We will monitor your progress against the following *Approved Purposes* which we agreed to support:

- 1 Construct new visitor centre to provide space for permanent/temporary exhibition, shop, café and WC facilities including changing place in accordance with Stage 3 Planning Drawing Set August 2022.
- 2 Construct Activity Hub shelter for outdoor activities/education use.
- 3 Restore lime kiln and improve access.
- 4 Improve existing depot for secure storage of machinery and tools.
- 5 Improve paths and bridle ways to encourage exploration, stabilise, and protect the ramparts at North Spur in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 6 Improve Ham Hill Road and car parks to reduce traffic speeds, create safer crossing points, and improve visibility at junctions in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 7 Undertake habitat improvements to include restoration of species rich calcareous grassland; extensive dry stone wall restoration; thinning of diseased trees; improvements to wildflower and pollinator margins; and tree planting to link woodland islands and creation of wet areas in accordance with Ham Hill Country Park Landscape Proposals July 2022.
- 8 Create site-wide wayfinding and interpretation in accordance with Ham Hill Interpretation Plan July 2022.
- 9 Appoint 1 x FTE Assistant Countryside Ranger
- 10 Appoint 1 x FTE Countryside Engagement Ranger
- 11 Between January 2023 and June 2027 deliver programme of Activity, Engagement, Training and Education as detailed in Ham Hill Activity Plan July 2022.
- 12 Ensure lottery players support of the project is appropriately acknowledged across all strands of capital and activity work delivered on and offline.

Delivery Grant: Approved Project Costs

The attached Appendix 1 sets out the *Approved Project Costs* to which the National Lottery Heritage Fund has agreed to contribute, along with any partnership funding.

If you spend less on your *Project* than the *Approved Project Costs*, we will reduce the final *Grant* payment. The amount will be in proportion to our *Grant* contribution.

Standard Terms of Grant

We will pay you the *Grant* subject to you complying with:

- the *Standard Terms of Grant* set out in Appendix 2;
- the *Additional Grant Conditions* set out below; and
- the conditions and requirements set out in the document entitled *Receiving a Grant*.

Additional Grant Conditions

In addition to our *Standard Terms of Grant* you must observe the following *Additional Grant Conditions* in respect of the *Delivery Phase* of your *Project*.

See Appendix 3: Schedule: Additional Grant Conditions.

Grant Expiry Date

You must complete the *Approved Purposes* of your *Delivery Phase* and submit your *Completion Report and Final Payment Request* form and *Evaluation Report* by 30th September 2027.

Term of the Grant Contract

The *Grant Contract* will run for a term of 20 years after *Project Completion Date*.

The following documents define the *Project* for which the *Grant* is offered:

1. This letter;
2. Your *Application* dated 5th August 2022; and
3. All documents submitted by you in support of your *Application* including all correspondence we have sent you and all correspondence we have received from you.

Withdrawal of the Grant

We may withdraw the *Grant* if:

- You have already started work on the *Delivery Phase* of your *Project* before we have given you our permission to do so;
- You do not start work on your *Project* within six months of the date of this letter

Part 2 – How we will work with you

The National Lottery Heritage Fund is currently updating our grants management system. The new portal will be easier to use and will offer a better service for all our grantees and applicants. As part of this work we will be moving all our live projects from the current system onto the new one. This includes yours. There is nothing that you need to do in advance of this and you can continue to submit *Permission to Start*, *Payment Requests* and *Progress Updates* through the current portal. When your project is ready to be moved to the new system, we will contact you and let you know.

Delivering your Project

You will need to develop your *Project* in line with the proposals set out in your *Application*. We will contact you shortly to arrange a start-up discussion for your *Delivery Phase*, where 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.

You should now carefully read the following related documents:

- *Receiving a Grant*
- *Appendix 2: Standard Terms of Grant*

You are required to:

1. obtain our *Permission to Start* the Project;
2. submit *Progress Reports* at intervals agreed at *Permission to Start*;
3. request your *Grant*;
4. provide a *Completion Report and Final Payment Request* form and an *Evaluation Report* when you have finished your *Project*; and
5. procure goods, works and services in accordance with the *Receiving a Grant* guidance.

Obtaining Permission to Start your Project

We will only give you our *Permission to Start* when certain pre-conditions, defined in the *Receiving a Grant* guidance, have been satisfied. The forms that you will need for requesting *Permission to Start*, requesting your *Grant*, reporting on your progress and providing your *Completion Report and Final Payment Request* form should be accessed and submitted via your online account, in the same way that you submitted your *Application*. You will need to submit your *Permission to Start* form within **six** months of the date of this letter.

For us to pay your *Grant* by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or paying-in slip for the relevant account, showing the bank's name and address.

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Please note that your *Permission to Start Form* will be released to your online account within 5 working days of this letter. Please contact me, if you need to access the form any earlier than this.

We wish you every success with your *Project*. Please contact me if you have any queries arising from this letter.

Yours sincerely

A handwritten signature in black ink that reads "H Wheatley".

Helen Wheatley
Senior Investment Manager

cc) Katy Menday, South Somerset District Council

Appendix 1 – Approved Project Costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Preliminary works (e.g scaffolding, preliminaries, pre-construction archaeology)	Prelims for visitor centre and landscape	121,810	0	121,810
Repair and conservation work	Path repair, scrub removal, lime kiln restoration, dry stone walling, habitat creation	51,000	0	51,000
New building work	Visitor Centre construction	945,915	0	945,915
Other capital work	Traffic calming, car park alterations, signage, activity hub	131,197	0	131,197
Digital outputs	Audio and visual materials for interpretation	12,000	0	12,000
Equipment and materials (capital)	Machinery for site management and path works	40,000	0	40,000
Other costs (capital)	Tramper and interpretation	108,500	0	108,500
Professional fees relating to any of the above (capital)	Design team, project management, and interpretation design	140,133	0	140,133
Total Costs		1,550,555	0	1,550,555

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Senior Ranger uplift, Assistant Countryside Ranger, Countryside Engagement Ranger	205,000	0	205,000
Training for volunteers	Practical and people based training	4,000	0	4,000
Equipment and materials (activity)	Activity budget	49,900	0	49,900
Event costs	Community events support	19,600	0	19,600
Total Costs		278,500	0	278,500

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Other costs

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Evaluation	Evaluation consultant	11,200	0	11,200
Contingency	Between 5-10% across budget	121,225	0	121,225
Inflation	12.5% for inflation to Q1 2024 - midpoint capital works	194,760	0	194,760
Volunteer time	13,083 hours at £20ph. Detailed breakdown provided.	261,660	0	261,660
Total Costs		588,845	0	588,845

b) Delivery Phase income

Income Heading	Description	Secured	Total (£)
Local authority	Capital funding	Yes	449,000
Private donation - Individual	Fine Family Foundation philanthropist	Yes	30,000
Private donation - Trusts/Charities/Foundations	Wolfson Foundation 2nd round application Sept 22	No	70,000
Other fundraising	various via Friends of Ham Hill, see business plan	No	7,240
Volunteer time	Various - see schedule in business plan	Yes	261,660
Grant			1,600,000
Total Income			2,417,900

Appendix 2: Standard Terms of Grant

National Lottery Grants for Heritage

Standard Terms for Delivery Grants of £250,000 to £5 million

Definitions:

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

'you', 'your' – the organisation(s) awarded the *Grant* as set out in the *Grant Notification Letter* and any organisation which agrees to be a joint grantee and to comply with the *Grant Contract*.

Additional Grant Conditions – any additional grant conditions set out in the *Grant Notification Letter*.

Application – your completed *Application* form and any documents or information you send us to support your request for a *Delivery Phase* grant.

Approved Purposes – the *Approved Purposes* summarise the *Project* described in your *Application* which comprises the *Delivery Phase*.

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*).

Delivery Phase – the implementation of the capital and/or activity phase of the *Project*.

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 the *Project*, its achievements and lessons learned.

Grant – the amount set out in the *Grant Notification Letter* for the *Delivery Phase*.

Grant Contract – made up of the

- *Grant Notification Letter*;
- *Standard Terms of Grant*;
- *Any Additional Grant Conditions*; and
- Signed *Permission to Start Form*.

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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 – the letter confirming our *Grant* to you.

Other guidance – all other guidance relevant to the Project on our website including:
Activity plan or Area action plan
Conservation Plan Guidance
Evaluation Guidance
Good Practice Guidance
Management and Maintenance Plan Guidance
Procurement Guidance
Understanding your Heritage
Viability and Development Appraisal Guidance

Outcomes - we describe the difference we want to make with our funding through a set of nine *Outcomes*. *Outcomes* are changes, impacts or benefits that happen as a direct result of the *Project*. All of the projects we fund will achieve one or more of these *Outcomes*.

Permission to Start Form – the form you submit to us requesting permission to start the *Project*.

Permission to Start – our written confirmation that you may start the *Project*.

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

Project – the purposes we have approved as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Grant Notification Letter*). These purposes are sometimes described as *Approved Purposes* and include you getting and using partnership funding as set out in the *Application* and how you said you would use the *Property* (if any).

Project Completion Date – the date of the letter we send you letting you know that the *Project* is recorded as complete.

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

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

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Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the *Grant Contract* set out in the *Grant Notification Letter*.

Third Party – any owner of *Third Party Property*.

Third Party Property – any property identified in the *Application* that belongs to or is controlled by a *Third Party*.

Third Party Ownership Requirements – the requirements set out in the *Programme Application Guidance* and *Receiving a Grant* relating to the contractual arrangements we expect you to enter into with a *Third Party*.

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* before *Permission to Start*.
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* during the *Term of the Grant Contract*.
5. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *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 guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the *Project*.
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.

7. You acknowledge that the *Grant* comes from public funds. You must continue throughout the *Approved Purposes* to ensure the *Grant* is compatible with state aid and subsidy control law meaning:
 - a. the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union; or
 - b. any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.
8. You must maintain appropriate records of compliance with the state aid and subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the *Grant* or any equivalent regulatory body as the case may be.
9. In the event that the *Grant* is deemed to be unapprovable state aid or subsidy, this constitutes a breach of our *Standard Terms of Grant* and you will be required to repay the entire *Grant* without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

Project monitoring

10. You must give us any progress reports, 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*.
11. 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 the *Project* at times agreed with us.

12. 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.
13. We will monitor the progress of the *Project* and will carry out checks during, 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 11, you must take those recommendations into account when meeting your obligations to us.
14. 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.
15. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your Digital Outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Procurement

16. 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.
17. 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 *Receiving a Grant* and Procurement Guidance available on our website.

Property

18. You must continue to own the *Property* and keep exclusive control over what happens to it. Other than as permitted under paragraph 28 (*Digital Outputs*), 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 price 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. If you applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in Part three: Receiving a grant. 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.

19. 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 plan, you must maintain, manage or conserve the *Property* in accordance with the version of the relevant plan that we have approved.
20. 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* and *Receiving a Grant*.
21. You must keep any objects or fixtures that form part of the *Property* in a physically secure and appropriate environment.

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22. You must tell us, in writing, within five working days about any significant loss or damage to the *Property*.
23. 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*.
24. If the *Approved Purposes* involve using part of the *Grant* to buy, receive, create, restore, conserve or otherwise fund *Third Party Property* you must comply with our *Third Party Ownership Requirements*.

Publicity and acknowledgement

25. We may make the purpose and amount of the *Grant* public in whatever way we think fit.
26. Once we have announced the *Grant*, you must acknowledge the *Grant* publicly in line with the requirements set out in the guidelines on our website. 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.
27. You must also provide us with digital images in electronic format of the *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.

Digital outputs

28. You agree to:
 - a. grant us a non-exclusive, 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 for the Term of the Grant Contract;

- b. apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
 - i) code and metadata created in the course of the project; and
 - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. 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 agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.;
- f. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the Project Completion Date.
- g. comply with these Standard 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 free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.

Grant payment and repayment

29. We will, up to the *Grant Expiry Date*, pay you the *Grant* or any instalment of it in line with these *Standard 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 *Standard 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*.
30. 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.
31. 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 administration, 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*;
 - g. you do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
 - h. you fail to make good progress with the *Project* or are unlikely in our view to complete the *Project* or achieve the *Outcomes* agreed with us; or
 - i. you fail to keep to any of these *Standard Terms of Grant*.

32. If you are a commercial organisation and applied for the *Grant* in accordance with the Heritage Enterprise *Application Guidance* you will be required at 5 and 9 years after the *Project Completion Date* to pay us a share of the *Project* net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your *Application*. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.
33. 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*.
34. If you sell or otherwise part with all or part of the *Property* without our permission under paragraph 18, or you receive money in some other way as a result of you not following these *Standard 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 31.

General terms

35. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.
36. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of Grant* and to give us the rights granted to us under them.
37. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.
38. We may rely on any of our rights under these *Standard 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 *Standard Terms of Grant*.
39. 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 *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.
40. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been

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given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.

41. Any documents you need to send us under these *Standard 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.
42. The *Term of the Grant Contract* will last for the period set out in the *Grant Notification Letter*.
43. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.

Appendix 3:

SCHEDULE Additional Grant Conditions

For the purposes of these Additional Grant Conditions, “the Property” means Ham Hill Country Park and Visitor Centre and the following conditions apply in addition to those in the Standard Terms of Grant:-

1. Local-authority Grantee

- 1.1. Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the Terms of Grant, together with a statement containing the information set out below. The statement must include the following information:
 - 1.1.1. the power (statutory or otherwise) you have and which you have used to accept the Terms of Grant;
 - 1.1.2. an extract of that part of your policy framework under which you have accepted the terms of grant;
 - 1.1.3. the executive arrangements under which your decision to accept the Terms of Grant was made;
 - 1.1.4. the considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made;
 - 1.1.5. the authority under which the Declaration forming part of the Application has been signed on your behalf.
- 1.2. Without affecting clause 36 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.
- 1.3. We may withdraw the Grant (after considering the matters referred to above) if we are not satisfied that the Terms of Grant are valid and binding on you.
- 1.4. Within 21 days of sending us the document and information needed under paragraph 1.1 (or evidence of the confirmation of the decision in line with paragraph 1.2), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:

- 1.4.1. the powers you are relying on in accepting the Terms of Grant do allow you to enter into these arrangements;
- 1.4.2. you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
- 1.4.3. you have taken account of only, and all, relevant considerations in using those powers.

You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.

- 1.5. You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph 1.6 below.
- 1.6. You promise that:
 - 1.6.1. you have the authority to accept the Terms of Grant;
 - 1.6.2. in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and;
 - 1.6.3. your decision to accept the Terms of Grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.

2. Letting Clause

- 2.1. Despite clause 18 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. Unless we expressly agree otherwise, 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. Restriction on Title

- 3.1. Within 28 days of the date of Permission to Start, you must apply to the Land Registry 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 Trustees of the National Heritage Memorial Fund of Mezzanine

Third Floor
The Senate
Southernhay Gardens
Exeter
EX1 1UG

Telephone
01392 304006
Website
heritagefund.org.uk



Floor (North), International House, St Katharine's Way, London E1W 1UN or their conveyancer."

- 3.2. Your solicitor must forward us updated Office Copies once the restriction has been registered at HM Land Registry.
- 3.3. Within 6 months of Permission to Start you will submit a revised and costed Habitat Management Plan and updated Management and Maintenance Plan for the project.
- 3.4. We acknowledge that under The Somerset (Structural Changes) Order 2022 South Somerset District Council will cease to exist and be replaced by a unitary authority to be known as the Somerset Council. Unless it is confirmed in writing by your Legal Department that our contract with South Somerset District Council will transfer automatically by operation of law to Somerset Council we will require you and Somerset Council to enter into a deed of novation transferring the rights and obligations of the contract to Somerset Council with effect from 1st April 2023.