

England
Playful Ideas
Land and buildings application guidance notes



Playful Ideas guidance notes

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Accessibility

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Our equality principles

Promoting accessibility; valuing cultural diversity; promoting participation; promoting equality of opportunity; promoting inclusive communities; reducing disadvantage and exclusion. Please visit our website for more information.

We care about the environment

The Big Lottery Fund seeks to minimise its negative environmental impact and only uses proper sustainable resources.

Our mission

We are committed to bringing real improvements to communities and the lives of people most in need.

Our values

We have identified seven values that underpin our work: fairness; accessibility; strategic focus; involving people; innovation; enabling; additional to government.

The Big Lottery Fund is committed to valuing diversity and promoting equality of opportunity, both as a grantmaker and employer. The Big Lottery Fund will aim to adopt an inclusive approach to ensure grant applicants and recipients, stakeholders, job applicants and employees are treated fairly.

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Extra information we need for capital grant applications of £10,000 or more for projects which include the:

- purchase of land and buildings
- improvement of land
- development of play areas and facilities
- new build construction
- alteration, refurbishment or extension of buildings.

These guidance notes are for use alongside the Programme Guidance Notes for the Playful Ideas programme. It is not possible to make an application for a grant for land and buildings using these guidance notes alone.

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Introduction

These guidance notes are for organisations applying to the Playful Ideas programme whose application includes capital grant expenditure of £10,000 and above on one or more of the following:

- buying land and buildings with or without alteration or refurbishment
- buying land on which a permanent building will be constructed
- development of play areas and facilities
- buying equipment and fixtures and fittings linked to the land or building
- improving of land, for example landscaping works
- altering, refurbishing or extending a building you already own or lease
- constructing a new building.

These guidance notes explain the extra information we need with your application. This differs depending on the type of capital project or size of grant for which you are applying.

These guidance notes also explain the specific legal requirements you will need to meet if you are awarded a capital grant.

These notes also include a glossary of capital terms (Appendix A), along with some useful information regarding recognised building professionals (Appendix E), which you may find helpful.

These guidance notes do not apply to organisations applying for capital grants:

- of less than £10,000, and
- for the purchase of equipment and vehicles only

Big Lottery Fund requirements

Part One:

Issues to consider before making an application

1.1 Security of tenure

If you are applying for capital grant for a project involving land and buildings you must have security of tenure (freehold or leasehold ownership) of the land and buildings where the capital project will take place.

The form of tenure we require you to hold depends on the total amount of capital grant we award your project.

- Grants up to £50,000: freehold (registered or unregistered) OR a lease which cannot be brought to an end by the landlord for at least five years.
- Grants of more than £50,000 and less than £250,000: freehold (registered or unregistered) OR a registered or registerable and assignable lease of at least 10 years without a break clause.

The minimum number of years remaining on the lease is calculated from whichever is the latest of the date you buy the land and buildings or practical completion of the building work.

Where a building is to be constructed on land that you will lease, the landowner should grant you a development agreement with an agreement to lease attached. The development agreement will allow you to occupy the land during construction. The agreement to lease will allow you to lease and occupy the building once the construction is completed.

1.2 Options appraisal

An options appraisal is a key part of the planning process for all projects involving land and buildings. To be considered for funding, you must send an options appraisal with your grant application.

An options appraisal should give details of all the options you have explored for delivering the accommodation needs of your project and should include the option of leaving things as they are.

For each option considered you should cover the following areas:

- the needs that your project aims to meet
- the project's objectives, benefits and outcomes
- for each option considered:
 - a how it will help facilitate the delivery of your project's outcomes and the needs it aims to meet
 - the estimated costs (capital and revenue costs)
 - a risk assessment
- your preferred option, and an explanation of why you recommend it.

1.3 Buying land or buildings

Your application should explain why buying land or buildings is appropriate for your organisation. Some of your reasons for buying might be:

- to provide long-term stability for your organisation
- to create a building of a specialist nature
- that the property represents good investment because the benefits of your project are likely to continue for a long time.

Your options appraisal needs to show you have considered all potential alternatives. It should also show why buying of the land and buildings is your preferred solution.

When we consider your application we will focus on the outcomes for your project. We expect to see clear links between the delivery of these outcomes and your reasons for wanting to buy the land or buildings.

1.4 Planning consent

If you are applying for a capital grant for a project involving land and buildings and planning permission is required for your project, we expect you to have applied for and obtained planning permission, and any other necessary statutory consents, before submitting your grant application.

1.5 Procurement

If you are applying for a capital grant of up to £50,000 for building work, before submitting your grant application you are required to obtain at least three competitive quotes for the building work.

Part two: What you need to send us

2.1 Applications for buying land and buildings and for building work

See capital grant checklists one and two in Appendix B of this guidance. The checklists explain the extra information you should send us with your application.

- Capital grant checklist one is for capital grant applications of up to £50,000.
- Capital grant checklist two is for capital grant applications of more than £50,000 and less than £250,000.

Make sure you sign and send us the correct completed checklist and the additional information we ask for with your application.

You must ensure that you are able to meet all of the requirements of the capital grant checklist before you submit your application. You cannot apply for grant to cover the costs you incur in meeting the capital checklist requirements. We can only fund costs incurred, or expenditure committed to, after the date of a grant offer.

2.2 Applications for only buying only land and buildings

See capital grant checklist three in Appendix B of this guidance. This checklist explains the extra information you should send us with your application.

Make sure you sign and send us the correct completed checklist and the additional information we ask for with your application.

You must ensure that you are able to meet all of the requirements of the capital grant checklist before you submit your application. You cannot apply for grant to cover the costs you incur in meeting the capital checklist requirements. We can only fund costs incurred, or expenditure committed to, after the date of a grant offer.

If you apply for a grant for buying land and buildings, you should not enter into contracts until we have awarded you a grant. We will not make grant payments for costs you incur before we have awarded you a grant. We would not normally offer a grant where the proposed cost of buying the land and buildings is more than the open market value.

Part three: If we award you a grant

3.1 Lead in payment

We understand that grant holders under the Playful Ideas programme may need to pay professionals to enable them to develop the capital element of their project through to the commencement of building work and to meet our legal requirements.

We will therefore normally release up to five per cent of the capital grant requested, as a development payment to help cover the costs you will incur in developing your project and meeting our legal requirements.

We will not be able to release any payments above the five per cent until met our legal requirements and submitted a tender review report for our agreement.

3.2 Legal Requirements

All grants for projects involving land and buildings are subject to the standard terms and conditions for capital grants in Appendix C of this guidance. The key requirements of these additional terms and conditions are set out below.

If we award you a capital grant, within our grant offer letter we will set out the timetable within which you will be required to meet specific terms and conditions for capital grants. We will also set out the timeframe within which you will need to start the building work.

Certificate of title

If we award you a capital grant of more than £50,000, you will need to provide a completed certificate of title from your solicitor before we can make capital payments above the five per cent lead in payment. You must provide the certificate of title in the form in Appendix D. The certificate of title must be signed by your solicitor, who will be acting under a duty of care to us, and will confirm:

- the title
- that all relevant searches have been made and no adverse entries found

- that the title is good and marketable with no easements, restrictive covenants, leases which would prevent full and continuous project delivery throughout the period of the grant agreement.

You should make provision within your project costs for the legal fees you will incur providing the certificate of title. As an indication only we think it is reasonable to include an estimate of up to £500 plus VAT. Your solicitor will advise you on the cost of providing a certificate of title, which should include the search fees, land registry and companies house fees.

Our security requirements

When we make a capital grant for a project involving land and buildings, we must ensure that the capital assets will be used for the grant purpose for the asset-monitoring period. This means we require you to make legal commitments to us to secure grant purpose. The form these take depends on the amount of grant and the type of organisation receiving the grant.

Statutory bodies

If your organisation is a statutory body and we award you a capital grant of more than £50,000 you will need to complete a deed of dedication before we can make capital payments above the five per cent lead in payment. The deed of dedication must be completed in the form attached in Appendix D of these guidance notes.

You should make provision within your project costs for the legal fees you will incur providing a deed of dedication. As an indication only we think it is reasonable to include an estimate of up to £750. Your solicitor will advise you on the cost of providing a deed of dedication.

Other organisations and bodies

If your organisation is not a statutory body and we award you a capital grant of more than £50,000 and less than £250,000, before we can make capital payments above the five per cent lead in payment, you will need to either:

- register a restriction on the title of the land and buildings (registered and) or
- agree a deed of undertaking (unregistered Land).

You should make provision within your project costs for the legal fees you will incur providing the deed of undertaking or the restriction. As an indication only we think it is reasonable to include an estimate of up to £750. Your solicitor will advise you on the cost of providing the deed of undertaking or the restriction.

3.3 Buying land and buildings

If we award you a capital grant to purchase land and buildings you will need to send us the following information before we can make payment.

- A letter from your Solicitor or Licensed Conveyancer requesting that we pay grant to the solicitors' client account on order pending completion. This letter should briefly describe the transaction, the estimated date for exchange of contracts, the proposed date that we should pay the solicitors and confirmation that they are acting on behalf of your organisation.
- A completed certificate of title as explained in section 3.2 above.
- For grants of more than £50,000 a deed of dedication or deed of undertaking as explained in section 3.2 above.

3.4 Capital assets

You may not sell, transfer, lease or otherwise dispose of land and buildings bought, built, extended, refurbished, altered and or improved with our grant without our written permission.

You may not change the purpose for which the capital assets are being used without our written permission.

We will hold you responsible for the condition and use of the land and buildings for the asset-monitoring period. The asset-monitoring period starts from the date of completion of the capital works and is related to the type and size of our capital grant as shown below.

Grant type and size	Asset monitoring period
Grants for buying land and buildings	40 years
Grants for building work not involving buying land and buildings:	
Up to £50,000	5 years
Of more than £50,000 but less than £250,000	10 years

3.5 Insurance cover

You will be responsible for making sure that you have appropriate insurance cover while any capital works are in progress. You must also ensure that you have appropriate insurance for the lifetime of our grant and beyond.

We may ask you to provide evidence of insurance cover as part of our monitoring checks. Statutory bodies may decide not to take out such insurance if it is legally allowable. You must tell us which capital assets will not be covered by insurance and promise in writing that all such assets will be replaced for their original purpose if lost, damaged or stolen.

3.6 Statutory obligations

You will be required to meet your obligations under the legislative framework for the country in which the project is being carried out. For example: grant holders should ensure that building projects fulfil the requirements of the Disability Discrimination Act. Other areas to consider include health and safety regulations, data protection and human rights legislation. We suggest you seek advice from either your own adviser or the relevant Government agency.

3.7 Procurement

If we have awarded you a capital grant of more than £50,000 you will be required to seek at least three competitive tenders (quotes) for building work unless the work is being undertaken under a pre-tendered arrangement such as a Public Private Partnership or Private Finance Initiative scheme.

Before we can pay capital grant to you for building work, you will be required to show that an appropriate procurement process has taken place by providing us with a copy of the completed tender review report. Where building work will be commissioned under pre-tendered arrangements, you must still show that how contract costs have been checked to confirm value for money. If you do not intend to accept the lowest tender for the building work you must explain why not and obtain our consent. We will provide further guidance on our tender review requirements in our "Guide to Your Grant documentation

Before you enter into a building contract you should confirm that we accept your choice of contractor.

If the prices given during the tender process are higher than the estimates given in your application, we cannot give you extra grant. You could fund the balance yourself, negotiate a reduced tender amount or send out the tender again. If you still cannot match the original estimate, you should contact the office managing your grant to discuss the problem. You must tell us if you want to make any changes to the scope and specification of works proposed to bring it within budget. You must get written approval from us before going ahead with any changes.

Public bodies must meet the relevant UK and European legislation on procurement, together with the provisions of the World Trade Organisation General Procurement Agreement. You need to check whether they apply to your project. If they do, you must tender openly for the goods and services in accordance with these regulations.

Appendix A: Glossary of terms

Access audit

A part of the process of designing a building or site, which considers how disabled people will be able to access the building or site. You can get publications and information about accessibility and audits from:

Employers' Forum on Disability (A membership based organisation)

Nutmeg House
60 Gainsford Street
London SE1 2NY

Phone: 020 7403 3020

Minicom: 020 7403 0040

Website: www.employers-forum.co.uk

Centre for Accessible Environments

70 South Lambeth Road
London SW8 1RL

Tel/textphone: 020 7840 0125

Fax: 020 7840 5811

Email: info@cae.org.uk

Website: www.cae.org.uk

Disability Rights Commission

DRC Helpline
FREEPOST MID02164
Stratford upon Avon
CV37 9BR

Phone: 0845 762 2633

Textphone: 08457 622 644

Website: www.drc-gb.org

Adverse entries

Anything appearing on the documents which prove the landowner's title to the land which might affect the landowner's ability to use all or part of the land for the grant purposes or which might limit the use of certain parts of the land for a specific purpose or which might have an adverse impact on the value of the land.

Agreement for or to lease

Before the tenant takes a lease (confirming his leasehold ownership), the landlord might confirm in a written document called an agreement for lease that they will give the tenant a lease if certain conditions are met. If they are not met the tenant will not get the leasehold ownership. Therefore, you must be sure that you can meet the conditions of an agreement for lease if the grant depends on you having a leasehold ownership.

Asset monitoring period

It is the time during which we will monitor your project to ensure that the grant purpose is being met and the period during which we will hold you responsible for the condition and use of the land and buildings funded by the grant, starting from the date that the capital works are completed.

Assignable lease

A term used for leasehold land and buildings to show whether the land and buildings can be sold to or given to another owner. The lease will say whether the land and buildings can be given to or sold to another owner and therefore if they are assignable. Often the lease will contain a number of conditions that have to be met before the lease is assignable. These conditions may include obtaining the consent of the landlord.

Break clause

A provision in a lease that allows the landlord or the tenant or both to bring the lease to an end before the full period of years has elapsed.

Building control approval

Confirmation from the local authority building control service that project proposals and plans comply with the building regulations.

Buildings insurance certificate

Certificate to show that there is insurance for the building and its use.

Building professional

A professional adviser or consultant with specialist training and knowledge employed by you to act for you.

Building regulations

Rules made under powers provided within the Building Act 1994, which apply in England and Wales, which cover the technical aspects of building projects (for example structural, fire safety, ventilation). You or your professional advisers will need to obtain approval that your proposals meet the regulations from the local authority or the approved agent. For further information on building regulations refer to the Department for Communities and Local Government website at <http://www.communities.gov.uk>

Capital assets

Assets that have a large monetary value such as land, buildings, computer equipment, and vehicles.

CDM regulations

The Construction (Design and Management) Regulations 1994. These cover health and safety regulations for building works.

Certificate of practical completion

Formal document issued under the building contract (by the contract administrator) to show that the building work is complete apart from any defects, which will be corrected by the making good defects certificate.

Certificate of title

A written document from a solicitor confirming that the grant recipient is the leasehold or freehold owner of the land and buildings to which the grant relates and that there is nothing about the land and buildings which might stop the grant being used for the grant purpose.

Contingency

An amount of money (usually expressed as a percentage) built into the total project costs in case part of the project costs more than you thought.

Contract administrator

The person or organisation (e.g. architect, architectural technologist or technician, engineer or building surveyor) named within a building contract to manage the terms of the contract between you and the contractor.

Contractor

The organisation carrying out building work for a pre-agreed cost.

Covenant

A formal acknowledgement of a legal responsibility to another person.

Deed of dedication

If the grant recipient does not own the land or buildings to which the grant relates the landowner might be able to sell the building before the purpose of the grant has been met. The deed of dedication is a document the landowner must sign to confirm that the land or buildings will be used for the grant purpose and will not be sold without the consent of the Big Lottery Fund.

Deed of undertaking

If we ask for a restriction but the land is not registered then we require the landowner to complete a deed of undertaking confirming that, if at any time in the future the land is registered, at that time that they will register a restriction at the land registry.

Easements

Rights over property that is owned by someone else, for example, rights to cross land with vehicles or by laying pipes and cables.

Elemental Cost Estimate

An estimate of the costs of a building project, broken down into a series of elements such as external works, preliminaries, contingencies, inflation, etc. The quantity surveyor or building surveyor that you choose to prepare your estimates will be familiar with this term.

Employer's agent

A building professional who is appointed by you to fulfill your duties under the Construction Design and Management Regulations 1994.

Extension

Additional space built on to an existing building.

External works

The works on or in the land surrounding a building for example drainage work, roads and paths and landscaping.

Fixtures and fittings

Items inside a building that are attached to the walls/ceilings/floors or built in as part of the building for example electrical sockets and light fittings.

Final certificate

A document usually issued six to 12 months after the Certificate of practical completion and following the Making good defects certificate. It confirms the end of the builder's liability and marks the end of the Contract administrator's authority under the contract.

Freehold

A form of ownership of land or buildings where ownership cannot be taken away from the owner unless they agree. This is the most permanent way in which someone can own land or buildings. The owner owns the property forever, or until they sell it or give it away. They do not have to pay anyone for the use of the land and buildings.

Gantt chart

A pictorial representation of a project plan, showing activities (usually as shaded bars); milestones (usually as black diamonds); and dependencies (usually as lines linking the relevant ends of the activity bars).

Good and marketable title

This means that the current owner has complete freedom to sell you the property and no other party has an interest in it.

Grant purpose

What our grant must be used for.

Gross floor area (GFA)

The area inside a building, measured to the inside face of the outer walls. This is prepared by measuring each floor of the building (or plans) and adding them together to give the total.

Ground investigations

A detailed technical investigation of the ground on which a building will be constructed to determine the type of soil and sub soil, how suitable it is for building on and whether it contains any old structures that need preserving, contaminated areas or existing pipes, cables or other services.

Land registry

The national land database where landowners can record their ownership. If they do so their land is registered Land. Anyone can find out who owns a piece of land if it is registered at the Land Registry.

Lead building professional

The member of the design team (normally the architect or architectural technologist or building surveyor) who takes overall responsibility for coordinating of the design process and client contact.

Lease

A document containing the rules that show how a particular piece of leasehold land or a leasehold building is owned. The lease will contain rules about how long the tenant's ownership is for and how much rent is paid and when it is paid (among other things). The lease is given to the tenant by a landlord. The tenant pays the landlord rent for the use of the land and building.

Leasehold

A form of land ownership in which someone (known as the tenant) owns the land and buildings for a limited number of years. The rules of ownership will be dealt with in a document known as a lease (see above). Often the ownership under the lease will be for many years and the tenant will pay a sum of money to "buy" the leasehold ownership from a previous tenant or from the landlord and then will pay a small rent to the landlord each year during its ownership.

Legal charge

A document that contains rules about how land and buildings may be used. An owner of land gives a legal charge to someone who lends or grants them money. If the owner goes bankrupt or fails to keep to the rules about how the money must be used, the legal charge should mean that some or all of the money could be recovered. The legal charge will also stop the owner from selling the land without the consent of the person who lent or granted the money.

Legal opinion

A written document from a solicitor in which the solicitor confirms that they believe the recipient has the legal power to sign the terms and conditions of grant and any legal charge or other document that we may ask the grant recipient to sign.

Licensed conveyancer

A person qualified to prepare the legal documents and carry out the legal process of transferring ownership of property (as an alternative to using a solicitor).

Listed building and Listed building consent

A building which, because it has special historic or design features that require protection, has been given 'listed' status by English Heritage or Cadw (the historic environment division within the Welsh Assembly) and requires special approval if it is to be altered or extended.

Management committee

Members of your organisation's governing body (who may be called trustees, directors, members of the management committee).

Non-recoverable VAT

VAT charged on buying goods, services or transactions that you are not able to reclaim from the HM Revenue and Customs.

The following guidance is available from HM Revenue and Customs:

- VAT Notice 701/7/94 (1 August 1994), VAT relief for people with disabilities
- VAT Notice 701/1/95 (1 January 1995, update February 1997), Charities leaflet
- VAT Notice 708/6 (July 2002), Buildings and construction
- VAT Notice 701/6 (March 1997, supplement April 1997), Charity funded equipment for medical, veterinary etc uses.

You should seek guidance and obtain written confirmation of the VAT position in relation to your proposed project. Unexpected VAT bills can add significantly to the total cost of your capital project.

Planning permission or planning consent

The approval or rejection decision made on a planning application by a planning committee.

Planning supervisor

A person or organisation appointed to oversee compliance with the CDM regulations.

Practical completion

When the construction works have been completed in accordance with the requirements of the contract.

Preliminaries

Costs of work that needs doing before the main building work can start e.g. the contractor setting up the site office.

Professional indemnity insurance

Insurance covering building professionals from civil law claims arising from advice or services provided.

RIBA (Royal Institute of British Architects)

This is the qualifying body for British architects.

Refurbishment

To renovate, re-equip, or restore a building.

Registerable

Land or buildings are Registerable if the ownership of them can be registered at the Land registry. Freehold ownership is always Registerable. Leasehold ownership is Registerable where the tenant still has seven years or more of ownership according to the Lease.

Registered land

Land and buildings registered at the Land Registry. If they are registered they will be given a "title number", which is unique to the land and buildings, and which the recipient or its solicitors should know and be able to produce. A title number can prove whether a recipient owns the land and buildings.

Restriction (on title)

A document entered into by a landowner which confirms that they will obtain our consent before selling their land and or buildings or leasing them to someone else. The restriction is a document that will be registered at the Land registry so that anyone looking at the recipient's ownership of the land will know that our consent is required. If the land is not registered land at the time of the grant offer then the recipient will complete a deed of undertaking instead. Statutory bodies will usually be asked to enter into a Restriction in the form of a deed of dedication.

Restrictive covenant

A covenant acknowledged in a deed or lease that restricts the free use or occupancy of property.

Searches

Questions asked before land or buildings are bought to check if there are any rights, restrictions, covenants or other matters affecting the property that may cause the new owner a problem.

Security of Tenure

A good, strong and usually well documented right to own or use a property for a period of time.

Specification

A description of the type of materials or service to be used in the building works.

Tenant

The holder or owner of a lease who pays rent to the landlord for the use of the property.

Tender

A formal process that allows contractors to bid to supply a service or carry out work at a stated cost.

Tender review report

A written report by your lead building professional to report on the tenders received, the work undertaken to check them and the final result after checking.

Tenure

The form of right (title) under which land or a building is held or occupied (freehold or leasehold or licence).

Unregistered land

Land and buildings not registered at the Land Registry. It is not so easy to prove land ownership as it is with registered land; instead, a recipient will need to show that they own the land by producing legal documents and will usually need their solicitor's help to do so.

Appendix B: Capital Grant Checklists

The following checklists are available as separate documents:

B1: Capital grant Checklist 1 – for applications of between £10,000 and £50,000

B2: Capital grant checklist 2 – for applications of more than £50,000 and less than £250,000

B3: Capital grant checklist 3 – for applications for only buying land and buildings

Appendix C: Standard Terms and Conditions for Capital Grants

1. If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land (“capital assets”), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us.

2. We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be a legal charge in your standard form or a deed of dedication in your standard form or a restriction to be lodged at the Land Registry against the title to any capital assets you have funded to secure repayment of the grant in appropriate circumstances. If you have asked for security, we understand that you will not pay any of the capital grant until you have received the documents completed to your satisfaction.

3. We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay any of the capital grant until you have received the documents completed to your satisfaction.

4. We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive first your agreement in writing. Your agreement may be subject to conditions, which we will have to meet.

5. If any part of the capital grant is to buy land (whether freehold land or leasehold land), we will send you when asked the following documents:

- a surveyor’s report on the condition of the property, its value and whether it is suitable for the project;

- confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
- a certificate of title completed by our solicitors (which you will supply), together with a signed legal charge or deed of dedication or our solicitors undertaking to lodge restriction at the Land Registry and at Companies House (as appropriate); and
- confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents.

6. If any part of a capital grant is to buy leasehold land, we will send you a copy of the signed lease which must satisfy you that it is suitable security for the grant. This will be for the following minimum term of years or for the minimum asset monitoring period in clause 11, whichever is the longer:

- For capital grant of up to £50,000: a lease of at least 5 years, without a break clause.
- For capital grant of more than £50,000 but less than £250,000 a registered and assignable lease of at least 10 years, without a break clause.
- For capital grant of between £250,000 and £5 million: a registered and assignable lease of at least 20 years, without a break clause.
- For capital of more than £5million: a registered and assignable lease of at least 40 years, without a break clause.

7. If all or part of our capital grant is to be used for any building work we understand and accept:

- that you will keep ninety five percent of the capital grant until we have provided in a satisfactory form:
 - evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building

work; and

- evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements, we will provide evidence of the tender process undertaken to identify existing contractors
- that you will make payments in stages when you receive builders' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices;
- that you will keep five per cent of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate; the final certificate; confirmation that we have obtained the building regulations completion certificate; and confirmation that we have obtained the buildings insurance certificate; and
- that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.

8. If our capital grant is more than £50,000 and to be used for any building work we understand and accept that:

- you will require confirmation (by way of a certificate of title, which you will supply) from our solicitors that we are the leasehold or freehold owner of the capital assets to which the grant relates and that the capital assets are useable for the grant purpose;
- you will keep ninety five percent of the capital grant until we have provided in a form which is completed to your satisfaction:
 - a copy of the tender review report. If we are to commission the building work under pre-

tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money;

- an updated capital project cost summary, cash flow and programme;
- evidence that we have secured all the required partnership funding for the capital project.
- we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out;
- if structural work is necessary, we must employ a structural engineer;
- we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover; and
- if building works come under the Construction (Design and Management) Regulations 1994, we will confirm that we have appointed a planning supervisor.

9. We understand that if we do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then you will proportionally reduce our capital grant in line with the actual capital expenditure incurred in the claim period.

10. If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will have to meet. You will need to be satisfied that the lender understands the interests of the beneficiaries of the project and will put them first. We undertake that:

- any loan secured on the capital assets will be used entirely on the project; and
- the maximum loan will be no higher than the initial amount of money being put up by the lender (i.e.

there is no overdraft facility or any hidden charges which are to be added to the loan amount).

11. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.

12. You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:

- for freehold property bought with the capital grant: 80 years after purchase
- for leasehold property bought with the capital grant: the unexpired period of the lease or 80 years, whichever is the shorter
- for capital grant of up to £50,000 for building work (on freehold or leasehold land already owned by us): 5 years
- for capital grant of more than £50,000 but less than £250,000 for building work (on freehold or leasehold land already owned by us): 10 years
- for capital grant of between £250,000 and £5 million for building work (on freehold or leasehold land already owned by us): 20 years
- for capital grant of more than £5 million for building work (on freehold or leasehold land already owned by us): 40 years
- for other capital assets if bought with up to

£50,000 of capital grant: 5 years after the purchase or the length of the grant agreement whichever is the shorter

- for other capital assets if bought with more than £50,000 of capital grant: 10 years after purchase or the normal economic life whichever is the shorter.

13. We understand and accept that the asset monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.

Appendix D: Standard Forms of Legal Documentation

The following are available as separate documents:

- D1 Standard Certificate of Title
- D2 Standard Deed of Dedication
- D3 Standard Deed of Undertaking
- D4 Standard Legal Charge
- D5 Standard Legal Opinion

Appendix E: Recognised building professionals

Professionals we usually expect to act as lead building professionals with the Planning Supervisor for the construction, alteration, refurbishment or extension of buildings. There may be other building professionals who are qualified to do this work.

Architect

ARB Architects Registration Board (membership compulsory for 'architects'). A registration number is given to each member.

RIBA Royal Institute of British Architects (membership optional)

Architectural Technologists

MBIAT Member of the British Institute of Architectural Technologists

Quantity Surveyors or Building Surveyors

RICS Royal Institution of Chartered Surveyors (Note: the RICS has many faculties with various grades of membership. The minimum grade of Membership acceptable for valuations is member MRICS previously designated as Associate ARICS).

Professionals who may act as additional consultants to the lead building professional. There may be other building professionals who are qualified to do this work.

Engineers (Structural and Civil)

ACE Association of Consulting Engineers (membership by invitation only)

C Eng MI Struct E Chartered Engineer – Member of the Institute of Structural Engineers (membership compulsory)

C Eng MICE Chartered Engineer – Member of the Institute of Civil Engineers (membership compulsory)

I Eng AMI Struct E Incorporated Engineer – Member of the Institute of Structural Engineers

(non-Chartered)

I Eng AMICE Incorporated Engineer – Member of the Institute of Civil Engineers (non-Chartered)

Engineers (Mechanical and Electrical)

ACE Association of Consulting Engineers (membership optional for engineers)

CIBSE Chartered Institute of Building Services Engineers (membership optional)

C Eng M I Mech E Chartered Engineer – Member of the Institute of Mechanical Engineers (compulsory)

C Eng MIEE Chartered Engineer – Member of the Institute of Electrical Engineers (compulsory)

I Eng MIEE (Elec) Incorporated Engineer – Member of the Institute of Incorporated Engineers (Electrical)

I Eng MIEE (Mech) Incorporated Engineer – Member of the Institute of Incorporated Engineers (Mechanical)

Construction Managers

MCIOB Member of the Chartered Institute of Building Professionals who may act as additional consultants to the lead building professional. There may be other building professionals who are qualified to do this work.

Planning Supervisors

IOSH Institute of Occupational Safety and Health

APS Association of Planning Supervisors

RIBA The RIBA maintains a register of Planning Supervisors

BSC British Safety Council

Please note that the Health and Safety Executive does not formally recognise the above Planning Supervisor

membership organisations, although these four bodies are widely supported and have a large membership in the construction industry.

We recommend that you appoint the following building professionals as a minimum:

For new build projects

Total capital cost of building work and fees (excluding vat):

- £30,000 to £100,000. A Building Surveyor, or an Architect and a Quantity Surveyor
- £100,000 or more but less than £500,000. A Building Surveyor, or an Architect and a Quantity Surveyor
- £500,000 or more, or where the ground conditions are suspect, for example a riverside, landfill or coal mining area. An Architect and a Quantity Surveyor and a Structural Engineer or Geo-technical Engineer.

For alteration, refurbishment or extension projects

Any project involving changes in structural elements of a building.

Capital cost of building work and fees (excluding vat):

- £30,000 to £200,000. A Building Surveyor to prepare design and costings, or an Architect and a Quantity Surveyor
- £200,000 or more A Building Surveyor, or Architect and a Quantity Surveyor.

Appendix B1: Playful Ideas programme:

Capital grant checklist 1



Capital grant applications of between £10,000 and £50,000

(including new building, refurbishment, alteration or external works and buying land or buildings on which the building works will be carried out).

If you are applying for a capital grant of between £10,000 and £50,000, you must complete this form and send it and the supporting information we have asked for with your application. We will not consider your application without it.

Unique reference number

Project Name

Organisation name

Address of land or buildings

Postcode

A. Tick the boxes to confirm you have sent with this completed checklist the information requested below:

1. A description of the proposed building works and your users' accommodation requirements including the:

- type of project (i.e. new build, extension or refurbishment) and the extent of the building works to be undertaken.
- accommodation and facilities to be created.
- type and number of users, the activities they will undertake and any specific requirements they have from the accommodation.

and

2. An options appraisal:

- a description of the options you considered for delivering the land and buildings part of your project and the reasons you chose this option to meet your need.

and

3. Design information, including:

- a site plan showing the outline of the building and the site, surrounding properties and access routes at a minimum scale of 1:1250.
- floor plans or general arrangement drawings showing your proposals, noting the gross floor area in square metres and a basic specification for the proposed works, at a suitable scale (A3 minimum size).
- a Description of how the building and the site will allow access to and use by those with disabilities in accordance with the Building Regulations, Disability Discrimination Act and British Standard 8300, for example ramped access, induction loops, disabled toilets, clear signage, lifts.

and

4. The planned timetable for the procurement, start on site and completion of the proposed work.

and

5. Details of the dates you plan to start on site and complete the works.

B. Tick the boxes to confirm:

1. You hold a freehold interest, or leasehold interest, which cannot be brought to an end by the landlord for at least five years, in the land and buildings.

or

You will use part of the grant to buy a freehold interest or a leasehold interest, which cannot be brought to an end by the landlord for at least five years, in the land and buildings. You have enclosed a surveyor's report on the condition of the land and buildings, its current market valuation (with any restrictions upon usage noted) and whether it is suitable for the grant purpose.

2. You have consulted with the local planning authority and:

- planning permission is not required

or

- planning permission is required and you have enclosed a copy of the planning consent.

3. You have consulted with the local building control department and:

- building regulation approval is not required

or

- building regulation approval is required and will be obtained.

4. Competent professionals have made relevant site investigations (including ground conditions, drainage and services) and/or surveyed existing buildings.

and

5. You have contacted HM Revenue and Customs to see whether VAT is payable on the project.

and

6. Where the land or buildings are held on lease, the landlord has given formal consent to any proposed works.

I certify that the information on this form is correct and that all of the information ticked has been obtained and where requested submitted with this document and the main application.

Signature of Chair, Chief Executive or person of similar responsibility within your organisation.

Name

Position

Date

Appendix B2: Playful Ideas programme: Capital grant checklist 2



Capital grant applications of more than £50,000 and less than £250,000

(including new building, refurbishment, alteration or external works and buying land or buildings on which the building works will be carried out)

If your grant application includes a capital element of more than £50,000 and less than £250,000, you must complete this form and send it and the supporting information we have asked for with your application. We will not consider your application without it.

Unique reference number

Project Name

Organisation name

Address of land or buildings

Postcode

A. Tick the boxes to confirm you have sent with this completed checklist the information requested below:

1. A description of the proposed building works and your users' accommodation requirements including the:

- type of project (i.e. new build, extension or refurbishment) and the extent of the building works to be undertaken.
- accommodation and facilities to be created.
- type and number of users, the activities they will undertake and any specific requirements they have from the accommodation.

and

2. An options appraisal:

- a description of the options you considered for delivering the land and buildings part of your project and the reasons you chose this option to meet your need.

and

3. Design information, including:

- A site plan showing the outline of the building and the site, surrounding properties and access routes at a minimum scale of 1:1250.
- Floor plans or general arrangement drawings showing your proposals, noting the gross floor area in square metres, at a suitable scale (A3 minimum size).
- External elevations of any new buildings proposed (or perspectives if only external works).
- A description of how the building and the site will allow access to and use by those with disabilities in accordance with the Building Regulations, Disability Discrimination Act and British Standard 8300, for example ramped access, induction loops, disabled toilets, clear signage, lifts, and details of other public access issues.
- A description of how sustainable development has been accounted for in the design, materials and building services, for example proposals to use low-energy products.
- An outline specification for the building or works.
- Colour photographs (or colour copies) of the existing site or buildings.

and

4. The planned timetable for the procurement, start on site and completion of the proposed work.

B. Tick the boxes to confirm that each of the following documents is available to be forwarded immediately to the Big Lottery Fund if we ask for them.

1. A cost estimate:

An elemental cost estimate (produced either by a registered professional, Quantity Surveyor or Building Surveyor) using square metre rates and identifying allowances made for abnormal costs (e.g. poor ground conditions) and separately stating the cost of external works, preliminaries, contingencies and inflation.

and

2. A cash flow forecast for all expenditure and income.

and

3. Details of the site appraisal:

Relevant site investigations (including ground conditions, drainage and services) and surveys of existing buildings undertaken by competent professionals.

and

4. Details of the professional team members:

- The names and organisation addresses of the building professionals employed with details of their relevant experience and a copy of their professional indemnity insurance certificates.
- Details of the procedures to be used to manage and control the design and delivery of the project.

C. Tick the boxes to confirm that:

1. You hold a freehold interest, or a leasehold interest, which cannot be brought to an end by the landlord for at least five years, in the land and buildings.

or

You will use part of the grant to buy a freehold interest or a leasehold interest, which cannot be brought to an end by the landlord for at least ten years, in the land and buildings. You have enclosed a surveyor's report on the condition of the land and buildings, its current market valuation (with any restrictions upon usage noted) and whether it is suitable for the grant purpose.

2. You have consulted with the local planning authority and:

- planning permission is not required.

or

- planning permission is required and you have enclosed a copy of the planning consent.

3. You have consulted with the local building control department and:

● building regulation approval is not required.

or

● building regulation approval is required and will be obtained.

4. The CDM legislation has been complied with in so far as it is applicable to the development of the project to date.

and

5. You have contacted HM Revenue and Customs to see whether VAT is payable on the project.

and

6. Where the land or buildings are held on lease, the landlord has given formal consent to any proposed works.

D. Summary of capital costs.

Provide a summary of the capital costs: the costs of land or building purchase, construction, non-recoverable VAT, project contingency, inflation allowances, professional fees and administration.

Capital cost item	Amount £
Land or building purchase	
Construction costs	
Furniture and equipment	
Professional fees	
Other costs	
Inflation	
Contingency (minimum 10 per cent)	
Non recoverable VAT	
Total capital cost	

E. Breakdown of construction costs

Costs relating to fees and VAT should not be included in this section.

New build	
Total cost of new building(s)	£
Cost per square metre (expressed as £/m ² GFA)	£ per m ²

Alterations or refurbishment	
Total cost of alterations	£
Cost per square metre (expressed as £/m ² GFA)	£ per m ²

External works	
Total cost of external works	£
Total cost of construction works	£

I certify that the information on this form is correct and that the design, risk assessments, drawings and specifications comply with current construction and health and safety legislation.

Signature of lead building professional

Name

Date

Professional qualification

Name of practice

Address

Phone

Fax

Email

Postcode

I certify that the information on this form is correct and that all of the information ticked has been obtained and where requested submitted with this document and the main application.

Signature of Chair, Chief Executive or person of similar responsibility within your organisation.

Name

Position

Date

Appendix B3: Playful Ideas programme: Capital grant checklist 3



Capital grant applications for only buying land and buildings

(where no building work is required)

If you are applying for a capital grant only for buying land and buildings you must complete this form and send it and the supporting information we have asked for with your application. We will not consider your application without it.

Unique reference number

Project Name

Organisation name

Address of land or buildings

Postcode

A. Tick the boxes to confirm you have sent with this completed checklist the information requested below:

1. Details of the land and/or building and your users' accommodation requirements including:

- A description of the land and/or building you want to buy.
- Your users' accommodation requirements, including type and number of users, the activities they will undertake and any specific requirements they have from the accommodation.

and

2. An options appraisal:

- a description of the options you considered for delivering the land and buildings part of your project and the reasons you chose this option to meet your need.

and

3. Details of the site appraisal including:

- A surveyor's report on the condition of the land and buildings, its current market valuation (with any restrictions upon usage noted) and whether it is suitable for the grant purpose.
- A description of how the building and the site will allow access to and use by those with disabilities in accordance with the Building Regulations, Disability Discrimination Act and British Standard 8300, for example ramped access, induction loops, disabled toilets, clear signage, lifts.

B. Tick the boxes to confirm that:

You have consulted with the local planning authority and planning permission for change of use is not required.

or

Planning permission for a change of use is required but has not been applied for yet.

or

Planning permission for a change of use is required and a copy of the planning consent is enclosed.

You will use part of the grant to buy a freehold interest, or a leasehold interest, which cannot be brought to an end by the landlord for at least five years (for capital grants up to £50,000) or ten years (for capital grants between £50,000 and £250,000).

C. Summary of capital costs.

Complete the summary of the capital costs for the land or buildings you intend to buy in the table below.

Capital cost item	Amount £
Land or building purchase	
Fees and charges (for example, conveyancing fees, stamp duty, land registration fee etc.)	
Other costs	
Total capital cost	

I certify that the information on this form is correct and that all of the information ticked has been obtained and where requested submitted with this document and the main application.

Signature of Chair, Chief Executive or person of similar responsibility within your organisation

Name

Position

Date

Appendix D1

CERTIFICATE OF TITLE ENGLAND & WALES	
Is the Grant Recipient the same as the Landowner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Landowner <input style="width: 90%; height: 25px;" type="text"/>	Address of Property <input style="width: 90%; height: 25px;" type="text"/>
Name of Grant Recipient <input style="width: 90%; height: 25px;" type="text"/>	<input style="width: 90%; height: 25px;" type="text"/> <input style="width: 90%; height: 25px;" type="text"/>
Project Name <input style="width: 90%; height: 25px;" type="text"/>	URN <input style="width: 90%; height: 25px;" type="text"/>
TRANSACTION: Restriction/ Deed of Undertaking/ Legal Charge/ Deed of Dedication	
Shown edged red on attached plan <input type="checkbox"/> Yes	
SECTION 1 – GENERAL	
G1. Is the Property concerned freehold or leasehold? (If leasehold, please also complete Section 2) <input type="checkbox"/> Freehold <input type="checkbox"/> Leasehold	
G2. Is the property registered at the Land Registry? <input type="checkbox"/> Yes – The title to the Property is registered at the Land Registry under title No [] with absolute title. <input type="checkbox"/> No - The title to the Property is unregistered and is not subject to first registration.	
G3. Does the Landowner have a good and marketable title to the Property free from: <ul style="list-style-type: none"> • Any lease, charge, mortgage or lien; (if No, please disclose in the schedule) <input type="checkbox"/> Yes <input type="checkbox"/> No • Easements, restrictions, covenants or other matters which are onerous or unusual (if No, please disclose in the schedule)? <input type="checkbox"/> Yes <input type="checkbox"/> No 	
G4. Does the Landowner hold the entire legal and beneficial interest in the Property? (if No , please disclose in the schedule) <input type="checkbox"/> Yes <input type="checkbox"/> No	

G5. Does the Property have the benefit of all rights, easements and wayleaves (including right of access and support) necessary for the use and enjoyment of the property for its existing use and for the delivery of the project together with all usual services? Yes No
 (If **No**, please disclose in the schedule)

SECTION 2 – LEASEHOLD

L1. Please confirm the following lease terms:

- The length of the lease
- The commencement date
- The annual rent
- Parties to the lease

L2. Is the Leaseholder the same as the Grant Recipient? Yes No
 (if **No**, please disclose in the schedule)

L3. Does the lease contain adequate provision for the management, maintenance and repair of common parts, common services and any amenity area? Yes No
 (if **No**, please disclose in the schedule)

L4. Does the lease contain any provision for forfeiture on any ground other than Non payment of rent or breach of covenant by the tenant? Yes No
 (if **Yes**, please disclose in the schedule)

L5. Is the right of the Leaseholder to assign, charge or underlet unfettered? Yes No
 (if **No**, please disclose in the schedule)

L6. Is the insurance of the property controlled by the Leaseholder? Yes No
 If **No**, does the lessor’s insurance cover the replacement value of the Property and is the lessor obliged to apply insurance monies to reinstatement? Yes No

L7. Are there any outstanding rents or other charges due under the lease? Yes No
 (if **Yes**, please disclose in the schedule)

L8. Are any of the tenants covenants unusually onerous? Yes No
 (if **Yes**, please disclose in the schedule)

L9. Does the lease contain any provision for the review of rent? Yes No
 (if **Yes**, please disclose in the schedule)

L10. Does the lease contain any options to determine? (if Yes , please disclose in the schedule)	<input type="checkbox"/> Yes <input type="checkbox"/> No
L11. Have Section 24 to 28 of the Landlord and Tenant act 1954 been excluded in relation to the tenancy created by the lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No

We confirm that we have fully investigated the title of [the Landowner] to the property and we have made all searches and enquiries with regard thereto which we consider appropriate and prudent in the context of the Transaction and having regard to the nature of the Property (save as disclosed in the Schedule) and certify that the information given is complete and accurate.

We are solicitors holding professional indemnity insurance cover of £ []. We acknowledge that you are relying on this Certificate for the purposes of the Transaction in connection with the proposed grant of monies to [insert name of Grant Recipient] in connection with the Project and we acknowledge a duty of care to the Big Lottery Fund and their successors in respect of this Certificate.

Signed Dated

Name of Practice

Address

SCHEDULE

There are no adverse entries affecting the Property registered on the Land Charges Register/ the Companies Registry/ the Land Registry/ the Local Land Charges Registry

If yes or if there are any other matters to disclose in this Schedule, then those matters and any documents attached relating to such matters must be certified as showing no adverse entries or disclosing matters which would prevent the Project being delivered in full and in accordance with the Fund's terms and conditions of grant.

DISCLOSURES

Appendix D2

DEED OF DEDICATION

DATED the _____ day of _____ 200

BETWEEN [_____] of
[_____] (“the Landowner”) (1), and

the **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE (“THE FUND”) (2)

BACKGROUND

- (A) The Landowner has agreed to a project being carried out on land belonging to the Landowner with the use of money to be provided by THE FUND.
- (B) The Landowner has agreed to enter into this Deed in recognition of the fact that the project is to be funded in whole or in part by THE FUND.

NOW THIS DEED WITNESSETH

1 Definitions

1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires

“the Land” means all that land [and buildings] at [state address] [as the same is registered at the Land Registry under title(s) number(s) _____] [and as edged red on the Plan]

“the Plan” means the plan attached hereto

“the Project” means the project to be funded under URN:[_____] and granted to [details of grant recipient] and subject to THE FUND’s standard conditions of grant

1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

1.3 Unless the contrary intention appears references in this deed to

1.3.1 parties and other persons include their successors and assigns.

- 1.3.2 an obligation of the Landowner to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and
- 1.3.3 a defined term shall include each and every part.
- 2 In consideration of THE FUND funding the Project the Landowner hereby covenants with THE FUND that in respect of the Land the Landowner will:-
- (a) not without the prior written consent of THE FUND, assign, transfer or charge the Land or grant any lease or license, agree to grant any lease or license or enter into or permit any parting with possession or sharing arrangements whatsoever in respect of the Land;
 - (b) not, save with the prior written consent of THE FUND, to use the Land other than for the purpose of the Project; and
 - (c) not damage or destroy the Project.
- 3 THE FUND may assign the benefit of this Deed to such person as it thinks fit.
- 4 The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.
- 5 Without prejudice to any right or remedy of THE FUND for breach of covenant occurring before the expiration of this deed, this deed shall expire [insert relevant Asset Liability Period] years from the date of this deed.
- 6 The Landowner hereby consents to and applies to the Chief Land Registrar for the registration at the Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at the Land Registry of a restriction in substantially the following terms:-
- “No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered

without a written consent signed by the Big Lottery Fund of 1 Plough Place
Fetter Lane London EC4A 1DC.”

- 7 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 6 against the title to the Land or any part of the Land which becomes at any time after the date of this deed but during the ownership of the Landowner registered at the Land Registry and shall deliver to THE FUND an official copy of such title showing registration of the restriction.

Executed as a deed by the

BIG LOTTERY FUND

by STEPHEN DUNMORE

Chief Executive

Date:

Executed as a deed by

[Landowner]

Date:

Plan

[to be attached]

Appendix D3

DEED OF UNDERTAKING

DATED the _____ day of _____ 200

BETWEEN [_____] of
[_____] (“the Landowner”) (1), and

the **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE (“THE FUND”) (2)

BACKGROUND

- (A) The Landowner has agreed to a project being carried out on land belonging to the Landowner with the use of money to be provided by THE FUND.
- (B) The Landowner has agreed to enter into this Deed in recognition of the fact that the project is to be funded in whole or in part by THE FUND.

NOW THIS DEED WITNESSETH

1 Definitions

1.1 In this Deed the following words and phrases shall have the following meanings save where the context otherwise requires

“the Land” means all that land [and buildings] at [state address] and as edged red on the Plan

“the Plan” means the plan attached hereto

“the Project” means the project to be funded under URN:[] made to [name of grant holder] and subject to THE FUND’s standard conditions of grant

1.2 Unless the contrary intention is expressed the defined terms in the standard conditions shall have the same meaning here.

1.3 Unless the contrary intention appears references in this deed to

1.3.1 parties and other persons include their successors and assigns.

1.3.2 an obligation of the Landowner to do something shall include an obligation to procure that it is done and an obligation not to do something shall include an obligation not to permit, suffer or allow it; and

1.3.3 a defined term shall include each and every part.

2 THE FUND may assign the benefit of this Deed to such person as it thinks fit.

3.1 The Landowner represents that it has power to execute and deliver this Deed and the execution and performance of this Deed has been validly authorised and that this Deed will be valid legal and binding on the Landowner.

4 The Landowner hereby consents to and will (either on voluntary registration or the occurrence of any event which makes the title subject to compulsory registration under section 4 or section 80 of the Land Registration Act 2002 or other such Act which amends or replaces this Act) make an application on Form RX1 (or such other form as may be prescribed from time to time) to the Chief Land Registrar for the registration at the Land Registry against the title to the Land or any part of the Land which is now or at any time during the ownership of the Landowner registered at the Land Registry of a restriction in substantially the following terms:-

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the Big Lottery Fund of 1 Plough Place Fetter Lane London EC4A 1DE.”

4.1 The Landowner shall at its own cost and as soon as reasonably possible register and maintain the registration of the restriction referred to in clause 4 against the title to the Land or any part of the Land which becomes at any time after the date of this deed but during the ownership of the Landowner registered at the Land Registry and shall deliver to THE FUND an official copy of such title showing registration of the restriction.

Executed as a deed by the
BIG LOTTERY FUND
by STEPHEN DUNMORE

Chief Executive

Date:

Executed as a deed by

[Landowner]

Date:

Plan

[to be attached]

Appendix D4

DATED

200

[]

-to-

BIG LOTTERY FUND

LEGAL CHARGE

-of-

[]

Form of Charge filed at Land Registry under reference

Big Lottery Fund
1 Plough Place
London
EC4A 1DE

BETWEEN

(1) [_____] (Company No [_____]) (Registered Charity No [_____]) whose registered office is at [_____] (" [_____]") and

(2) **BIG LOTTERY FUND** of 1 Plough Place London EC4A 1DE ("THE FUND")

1. Introduction

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

- "the Act"** means the Law of Property Act 1925
- "Grant"** means the sum of £[_____] offered by THE FUND to [_____] in connection with the Project and subject to the Grant Conditions
- "Grant Conditions"** means the terms and conditions attached to THE FUND's grant offer letter dated [_____] to [_____] and a copy of which is annexed to this Deed in Schedule 1
- "Grant Period"** means the period of [_____] years from the date upon which THE FUND pays the Grant to [_____]
- "Project"** means the acquisition of the Property and the establishment by [_____] of an [_____]
- "the Property"** means all that [freehold/leasehold] property known as [_____]

registered at the Land Registry under title number
[]

1.2 In this Legal Charge where the context so admits the expressions "[]" and "THE FUND" include their respective successors in title and assigns.

1.3 It is a condition of the Grant that [] charges the Property on the terms set out in this Deed.

2. Payment of the Grant by THE FUND

THE FUND shall pay the Grant to [] in accordance with the Grant Conditions for the purpose of the Project.

3. Repayment of the Grant by []

3.1 If [] shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by THE FUND to []) shall be repayable forthwith to THE FUND upon receipt of a written demand from THE FUND to [] whereupon [] shall be bound to put THE FUND in funds immediately and the statutory power of sale and other powers conferred by section 101 of the Act shall immediately be exercisable.

3.2 Interest shall be payable by [] to THE FUND on the Grant (or so much of it as shall at that time have been paid by THE FUND to []) from the date of the notice referred to in Clause 3. 1 until the actual date of repayment at a rate equal to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after as before any judgment).

3.3 Without prejudice to the generality of the security hereby constituted it is hereby declared that the security hereby created shall not be satisfied by any partial or intermediate payment but shall constitute a continuing security for the payment of all sums which shall on the execution hereof or at any time hereafter be or become owing by [] to THE FUND in any manner.

4. Legal Charge

[] hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to THE FUND of the Grant in accordance with the terms of this Deed.

5. Appointment of a Receiver

5.1 At any time after the money secured by this Deed shall have become repayable to THE FUND, THE FUND may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place

5.2 Any receiver appointed by THE FUND may if so directed in writing by THE FUND in his absolute discretion have power to:

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

5.2.2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings whether or not in accordance with any works then being carried on at the Property

5.2.3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this Deed) in such manner as the receiver shall in his absolute discretion think fit

5.2.4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit

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

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

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

5.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of []

5.2.9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held

5.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours

5.2.11 compromise any claim or claims of or against the Property or arising out of the Property

5.2.12 effect indemnity insurance and other like insurance and obtain Bonds

5.2.13 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for []

5.2.14 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of [].

5.3 All moneys expended by the receiver shall on demand be repaid by [] with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be secured by way of charge on the Property

5.4 Any receiver appointed by THE FUND shall so far as the law allows be deemed to be the agent of [] for all purposes who shall solely be responsible for his acts and THE FUND shall not be under any liability for his remuneration or otherwise.

5.5 THE FUND shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose.

5.6 All monies received by any receiver appointed under this Deed shall (subject to the rights and claims of any person) have a security ranking in priority to the security constituted by or pursuant to this Deed) be applied in the following order:

in the payment of the costs, charges and expenses of an incidental to the receiver's appointment and the payment of his remuneration;

in the payment and discharge of any costs, charges or liabilities incurred by the receiver (whether or not acting as agent of [] in connection with the receivership;

in providing for the matters (other than the remuneration of the receiver) specified in the first 3 paragraphs of Section 109(8) of the Act;

in or towards payment of any debts or claims which are by statute payable in preference to the Grant but only to the extent to which such debts or claims have such preference;

in payment to THE FUND towards the repayment of the Grant;

and any surplus shall be paid to [] or other person entitled thereto.

The provisions of this Clause shall take effect as and by way of variation and extension to the provisions of the said Section 109 which provisions as so varied and extended shall be deemed incorporated herein.

6. **Power of Attorney**

[] hereby irrevocably appoints THE FUND and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 [] hereby ratifies and confirms and agrees to ratify and confirm whatsoever THE FUND or any such receiver shall do or purport to do by virtue of this clause.

7. Advice

[] hereby certifies that [] has power to grant this Legal Charge

8. Execution

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

9. Registration

By executing this deed [] applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at the Land Registry "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [] in favour of the Big Lottery Fund referred to in the Charges Register".

10. Statement

If at any time the Grant has been fully repaid and [] has no actual or contingent liability to THE FUND, THE FUND shall (at the request full cost and in such manner as [] shall reasonably require) release or re-assign to [] the Property without recourse or warranty and otherwise release [] from the security hereby created.

SCHEDULE 1
(the grant offer letter)

Executed as a deed by the BIG
LOTTERY FUND

by STEHEN DUNMORE

Chief Executive

Date:

Executed as a deed on behalf
of []

by []

[Position]

Date:

Appendix D5

STANDARD LEGAL OPINION

On grant recipient's solicitors headed writing paper

Date: []

To: The Big Lottery Fund ("the Fund")

[Grant Recipient name]

We act as the solicitors to [] and have been asked by it to render this opinion to you.

1 **Basis of opinion**

For the purpose of giving this opinion, we have examined the following documents:

- (i) a copy of the grant application containing details of a project which, subject to the award of a grant from the Fund, [] intends to carry out, the "**Project**"; and
- (ii) a certified copy of the [*Trust Deed/Memo and Arts/Constitution/Rules*] "**governing documents**" of [].

2 **Opinion**

We are of the opinion that [] has all requisite power under its governing documents and as a matter of law to perform and deliver the Project.

3 **Practising Certificate**

We are solicitors holding professional indemnity insurance cover of £x.

4 **Duty of Care**

We acknowledge a duty of care in respect of this opinion to the Fund and its successors.

5 **Qualifications**

The foregoing opinion is subject to the following qualifications:

[*Include if appropriate*].

Yours faithfully