

Reaching Communities Northern Ireland

Programme guidance notes



Reaching Communities Northern Ireland

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Phone 028 9055 1455
Textphone 028 9055 1431
Our website www.biglotteryfund.org.uk

Accessibility

Also available upon request in other formats including large print.

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 is working towards sustainable development and the use of 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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Contents

This guide is for organisations that are thinking of applying for a grant from the Reaching Communities Northern Ireland programme.

The guide will help you decide whether this is the right programme for you. Please read the guidance carefully before you complete the outline proposal form. Make sure you use this booklet and the 'Explaining the Difference' booklet (which you can find on our website - www.biglotteryfund.org.uk) to help you plan and develop your project.

You will also need to use this guidance to help you complete an application form if we send you one. If we do send you one, you will also receive a letter that may include additional requirements or guidance that you need to action. Make sure you read both the letter and this guidance before completing the application form.

We review our grant-making regularly to make sure we fund a range of projects to meet all four of the programme's outcomes.

Before making an application please check our website www.biglotteryfund.org.uk or contact us to make sure you have the most up-to-date information. This information was published in September 2007.

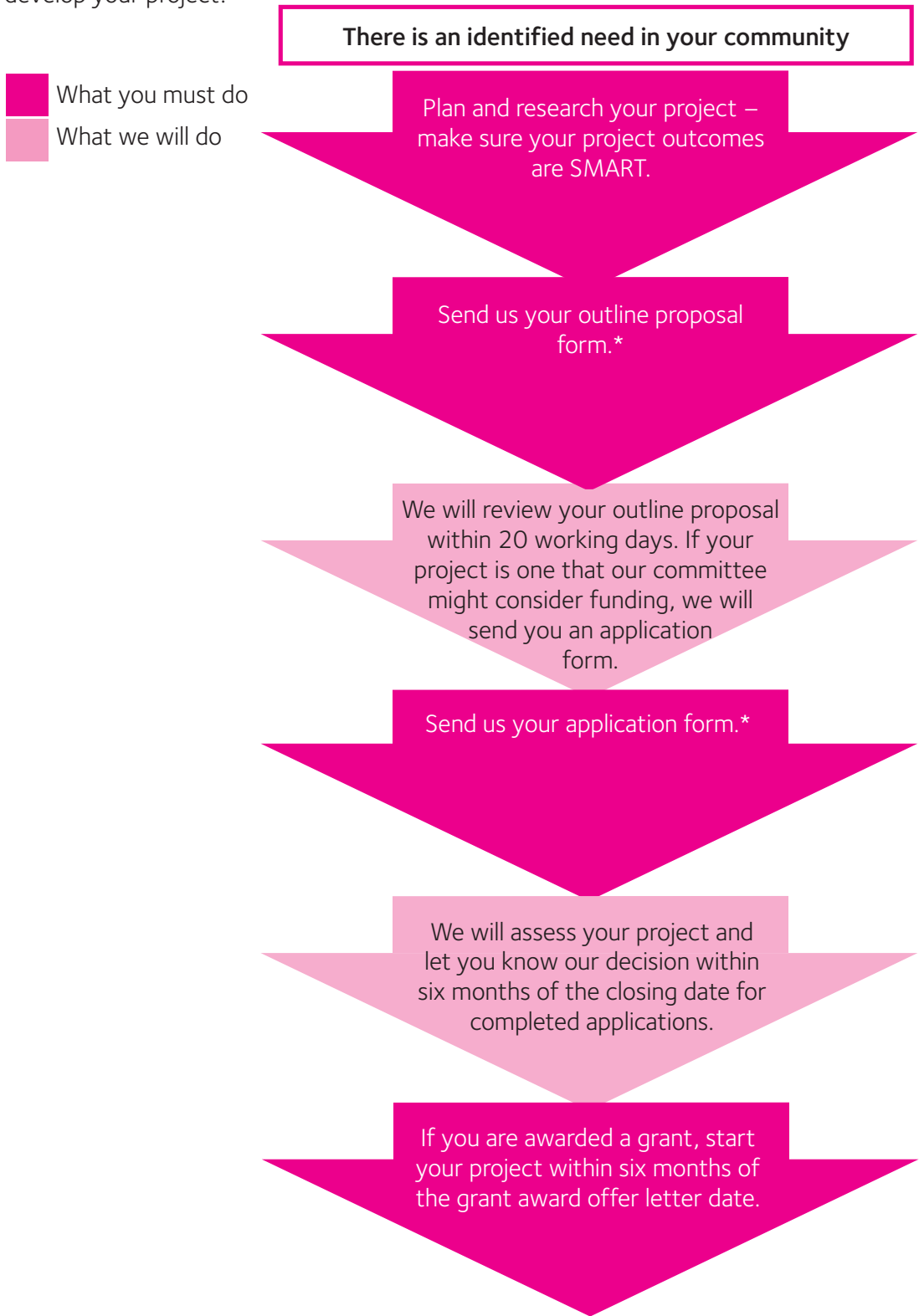
If you, or your main contact, have any particular communication needs, such as Braille, audiotape, large print, sign language or a community language, please call us on 028 9055 1455 (textphone 028 9055 1431. This is for those with a hearing impairment).

If you have questions (for example, about how to apply or plan your project, how to draw up a governing document or accounts) there are many sources of advice and help. We have a list of helper organisations in your area on our website, which you can find on the pages for your region. Page 21 gives more information about this. We have included links to some external websites, but please note that the Big Lottery Fund is not responsible for the content of external websites.

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Make your big idea a reality

Make sure you use this booklet and the 'Explaining the Difference' booklet to help you plan and develop your project.



We will inform you if there are any changes to these timescales.

* We have a number of closing dates for outline proposal forms and full application forms, as detailed below:

Outline proposal deadline	Full application form deadline	Decisions taken by
5pm – Wednesday, 7 November 2007	5pm – Wednesday, 23 January 2008	End of June 2008
5pm – Wednesday, 5 March 2008	5pm – Wednesday, 7 May 2008	End of November 2008
5pm – Wednesday, 4 June 2008	5pm – Wednesday, 3 September 2008	End of March 2009

About the Big Lottery Fund

The Big Lottery Fund is responsible for distributing half of the money that the National Lottery raises for good causes. We want to use Lottery money to make big changes for communities, through the fair and open funding of people, projects and programmes, with a particular emphasis on tackling need. For more information on this, please read our 'Missions and Values' booklet, which is available on our website.

Big Lottery Fund is committed to valuing diversity and promoting equality of opportunity and good relations, both as a grant-maker and employer. It is the responsibility of all staff and Board members to uphold and implement our equality policy.

These commitments are also underpinned by our six equality principles. We expect everyone we work with to follow these principles:

- promoting accessibility
- valuing cultural diversity
- promoting participation
- promoting equality of opportunity
- promoting inclusive communities
- reducing disadvantage and exclusion.

You can find out more about our equality principles in the 'Equality Matters' booklet, available on our website at www.biglotteryfund.org.uk

Reaching Communities Northern Ireland is just one of our grants programmes. You can find out about our other programmes at www.biglotteryfund.org.uk or by contacting our Information team on 028 9055 1455 (textphone 028 9055 1431).

There are other organisations that give Lottery grants as well as the Big Lottery Fund. You can find out about these by visiting www.lotterygoodcauses.org.uk or you can phone the funding hotline on 0845 275 0000 (textphone 0845 275 0022).

Part one

About Reaching Communities Northern Ireland

Our Reaching Communities Northern Ireland programme aims to meet the overall purpose of the Big Lottery Fund: to improve communities and the lives of people most in need. The programme makes grants to voluntary and community led organisations. In Northern Ireland, we have approximately £18 million available for the Reaching Communities Northern Ireland programme from 2006 up to 2009. We have a Northern Ireland framework that sets out outcomes, principles and priorities for funding. Under Reaching Communities Northern Ireland, funding is available for up to five years. The programme makes grants of between £100,000 and £500,000. We will support and build capacity of organisations whose bids are successful to ensure the effective delivery of their projects over this time period.

Reaching Communities Northern Ireland outcomes

We want to fund projects that aim to achieve

- one or more of the programme outcomes

AND

- all of the priorities under each of the outcomes the project meets

AND

- at least one of the underlying principles.

Outcomes				
Outcome A People have the opportunity to achieve their full potential	Outcome B People can actively participate in their communities to bring about positive change	Outcome C Community ownership of better and safer rural and urban environments	Outcome D Improved physical and mental health for all people	
↓	↓	Related Priorities		↓
Improve essential skills to meet social and economic needs Increase opportunity for community based learning Build community capacity	Increase opportunity for volunteering and engagement within and between communities Build community and voluntary/statutory partnerships	Improve community facilities, access and services Increase community involvement in protecting, restoring and sustaining the urban and rural environment	Help individuals and communities to develop skills to make healthier lifestyle choices Promote mental health and emotional well-being at individual and community level	
Underlying Principles				
Addressing disadvantage and promoting tolerance and social inclusion Contributing to the reduction of poverty				

A community can be people living in a local area or those with similar interests or needs. We will support projects that respond to the needs identified by communities and where the people that will benefit are involved in making the project happen. Projects should also complement local plans, strategies or initiatives.

This programme funds projects that help people and communities who are most in need. This may be as a result of:

- ▶ **Where they live** – for example, those living in a recognised disadvantaged area or a ‘pocket of disadvantage’ within a relatively well-off area
- ▶ **The problems they have** – for example, those with urgent and acute problems who need emergency advice and support, or people with persistent and enduring problems such as long-term poor mental health or long-term unemployment
- ▶ **The situations they face** – for example, people from minority ethnic backgrounds or cultural groups who are discriminated against, those who are socially isolated and lacking family support, or those who have a difficult life at home
- ▶ **The barriers they experience** – for example, people who become hard to reach or isolated from their community because they lack self-confidence or have serious illness or disability.

If you decide to apply you will need to tell us about the need for your project, how your project will meet that need and how you have involved your local community as you have developed your plans. In particular, we will ask you about your project outcomes and the changes that you expect your project to achieve. You must also consider how well your project meets our equalities principles, which are on page 5 of these guidance notes and also on our website. We can fund new projects but we may also support existing ones

that meet one or more of the programme outcomes and can show that they are making a difference and meeting local needs, for example, by providing a written evaluation report.

Groups and organisations that work at a local level can apply to this programme, as well as those that work with particular groups with shared interests. This includes voluntary and community organisations and social enterprises, which are businesses where any surpluses are mainly reinvested for community benefit.

We want to fund organisations that have considered the future of their project when our grant ends. Where appropriate, you will need to consider how the benefits of your project will continue after our funding comes to an end.

How much will we fund?

We can make grants between £100,000 and £500,000. We can pay for all or some of your project costs, but we encourage you to get some of your funding from other sources if you can.

Reaching Communities Northern Ireland funding is available for up to five years. We will not fund projects that last less than three years. The minimum amount you can apply for is £100,000 (for example £20,000 a year over a five year period) and the maximum amount is £500,000 (for example £100,000 a year over a five year period).

Reaching Communities Northern Ireland is mainly a revenue programme. You can apply for capital costs that are no more than 10 per cent of the total requested from the Big Lottery Fund up to a maximum of £50,000. Your capital costs must be directly related to your project. You may not apply for more than the maximum amount.

Who can apply?

Under this programme we will only award grants to voluntary and community sector organisations, such as:

- organisations recognised by HM Revenue and Customs as charitable for tax purposes
- credit unions
- self-help groups
- social and community enterprises and
- community based co-operatives.

Under Reaching Communities Northern Ireland we will only make grants to organisations that are community led. We want to be confident that the organisation is accountable to the community for the work they do, and that the community has a real influence within the organisation.

While we do not require applicants to work with other organisations, we encourage applications for projects that complement other services and where organisations are working together to meet identified needs. We will fund lead organisations that are working with other organisations (including statutory bodies), however the lead applicant must be a voluntary or community sector organisation.

If you are working in partnership with other organisations, you will need to send a written agreement with your full application that clearly sets out the responsibilities of each organisation and how you will work together.

We will not award a grant to:

- individuals
- sole traders
- for profit organisations except social enterprises
- professional fundraisers
- organisations delivering projects outside Northern Ireland.

We will not normally award grants to organisations that are applying on behalf of other organisations.

We will not normally award grants to organisations that have large amounts of unrestricted funds, are in poor financial health or that have not satisfactorily managed previous Big Lottery Fund grants.

Organisations can apply for and hold only one grant from this programme at any time. Reaching Communities Northern Ireland has a limited amount of money and we want to ensure a good range of projects with a wide geographical coverage are funded.

Project outcomes

We would like to know about the changes that happen as a result of our funding. We call these changes 'outcomes'. We will ask you to describe up to five outcomes that you expect your project to achieve. Part of our decision to award you a grant is based on our assessment of the quality of your project outcomes and how they will help achieve the Reaching Communities Northern Ireland programme outcomes on page 6.

Your project outcomes must contribute to achieving one or more of the programme outcomes.

Your project outcomes must be SMART (specific, measurable, achievable, realistic and time-based) so you will need to include information such as dates and numbers, as well as what will happen and who will benefit. Some of your project outcomes might happen quickly, while others may take longer and depend on meeting other outcomes but they must be changes that will happen by the end of your project.

Your project outcomes should be unique to your project and not a repetition of Reaching Communities Northern Ireland programme outcomes, underlying principles and priorities. We are interested however in how you think your project will help us achieve them.

You may be ambitious when developing your SMART project outcomes but you should also make sure they are realistic and that your plans are achievable. Our staff may discuss this with you as part of the assessment process.

Examples

The following are examples of project outcomes. These are just for information. Your project may have different outcomes that we want to support. You should read through our guide 'Explaining the Difference', which you can find on our website at www.biglotteryfund.org.uk for help on writing project outcomes. It also tells you how to collect information to show that you have achieved them.

Example one – Homeless Support Network

This project will deliver onsite health treatment and support to 500 homeless people. This includes short-term medical advice, awareness raising campaigns, specialist care for mental health and substance misuse, as well as basic services such as showers, laundry, food and clothing.

Project outcomes

- ▶ 400 homeless people have improved health and well-being by the end of the third year
- ▶ 450 homeless people will be less isolated by the end of the fourth year
- ▶ 100 homeless people will have a lower risk of harm to themselves and others by the end of the third year
- ▶ 450 homeless people will be more aware of personal health and healthier lifestyles by the end of the fourth year.

Example two – Community Integration

This project will tackle the isolation faced by older people from ethnic minority communities whose first language is not English. It focuses on a socially and economically deprived area with a high proportion of older ethnic minority residents.

The project aims to integrate the beneficiaries into the community and to help them live full, active and happy lives while maintaining their independence.

Project outcomes

- ▶ 80 older people will be less isolated by the end of the second year
- ▶ 100 older people will have improved community relationships by the end of the project
- ▶ 50 older people will have improved psychological and physical well-being by the end of the project
- ▶ 10 volunteers will have improved employability and self-awareness by the end of the project.

Example three – Community Grow

This project will enable older people and those with serious heart conditions and long-term illness to grow vegetables and make artworks in a community garden. The project aims to increase physical activity, develop confidence and self esteem, reduce isolation and develop community relationships by providing a safe, accessible environment for vulnerable, isolated people who are socially excluded. The project combines a range of creative activities including art, gardening, healthy eating and exercise.

Project outcomes

- ▶ 25 older people will have improved social well-being and psychological health by July 2009
- ▶ 50 older people will have improved awareness of healthy lifestyles by the end of the project
- ▶ 50 older people will have increased awareness of environmental issues by the end of the project
- ▶ 30 older people will take part in more physical activity by July 2009
- ▶ 150 members of the community will experience improved public places and facilities by the end of the project.

What will we fund?

This programme funds projects. By a project we mean a piece of work that will make a difference. Projects can be new or existing activities. You do not need to alter an existing project in order to apply for funding but you must show the difference the project is making, for example, through an evaluation report. Projects must aim to achieve identified outcomes over a specified period of time, either through a single activity or a number of related activities. We will consider projects where the identified outcomes are deemed to be achievable and meet the programme outcomes. You can include elements of the core work of your organisation, when they relate to your project.

There has been very high demand for funding from this programme, and this unfortunately means that we

will have to turn down some good projects. Therefore you may wish to explore other opportunities to get funding for your project. If we feel there is a more appropriate Big Lottery Fund programme we will let you know at the earliest possible stage.

While we welcome applications from religious organisations, we do not fund religious activities.

We also do not fund political activities.

Big Lottery Fund funding must be distinct from Government funding and add value.

Revenue funding is available for projects lasting from three to five years. Capital funding is limited to 10 per cent of the total grant requested up to a maximum of £50,000.

Outcomes				
Outcome A People have the opportunity to achieve their full potential	Outcome B People can actively participate in their communities to bring about positive change	Outcome C Community ownership of better and safer rural and urban environments	Outcome D Improved physical and mental health for all people	
↓	↓	Related Priorities		↓
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Underlying Principles				
Addressing disadvantage and promoting tolerance and social inclusion Contributing to the reduction of poverty				

We will fund projects that can demonstrate how they will achieve:

- one or more of the four programme outcomes
- all of the priorities under each of the outcomes the project meets and
- at least one of the underlying principles.

We aim to fund an appropriate range of projects, taking account of, for example, different project types, beneficiary types and project locations. Our grant funding decisions are made at our discretion. We will also take into account how projects meet the programme outcomes over the lifetime of the programme. Based on applications to date, we anticipate that our future decision making will reflect the indicative allocations below.

Programme Outcomes	Indicative allocation
People have the opportunity to achieve their full potential	35%
Active participation in communities to bring about positive change	30%
Community ownership of better and safer rural and urban environments	10%
Improved physical and mental health for all people	25%

Once the indicative allocation per outcome has been achieved, we may not fund any further projects that meet this outcome.

What will we pay for?

We will pay for all the eligible costs of the project you want us to fund. These can include revenue and capital costs and overheads.

The following lists give you an idea of the type of spending that we can and cannot pay for. They are not exhaustive and when we assess your application we may want to discuss your project budget in detail, or include or exclude some items.

Direct revenue and capital costs

By direct revenue and capital costs we mean:

- the costs of employees, volunteers, equipment, space or activity used only in the project.

Eligible revenue expenditure includes:

- salaries of project workers, including any extra costs, such as pensions and National Insurance contributions for the project
- salaries of management staff who only supervise project staff, including any extra costs, such as pensions and National Insurance contributions for the project
- recruitment of staff who will work on the project
- expenses of project staff and volunteers, including travel, accommodation, phone bills and stationery
- rent, heating, lighting, maintenance and insurance for office space and buildings only used for this project
- training of staff and volunteers working on the project
- monitoring and evaluation of the project
- fundraising for continuing the project after our grant is over
- marketing and publicity for the project.

- professional and legal fees associated with revenue expenditure on the project:
 - ▶ if you are awarded a grant, we may require your solicitor to provide us with a legal opinion, which confirms your organisation has the legal power to deliver the grant purpose. A standard form of legal opinion is attached in appendix two of these guidance notes
 - ▶ you should make provision within your budget for legal costs you will incur for executing a Legal Opinion
 - ▶ as an indication only we would suggest that it would be reasonable to include an estimate of up to £500 plus VAT for such a Legal Opinion. You should however take your own advice as to the estimated costs for a Legal Opinion from your own solicitors.

Ineligible revenue expenditure includes:

- costs incurred or expenditure committed, before we make you a grant
- any costs which someone else is paying for, whether in cash or in kind
- items that only benefit an individual and are not needed to deliver the project outcomes
- travel outside the UK
- funds to build up a reserve or surplus, whether distributable or not
- loan repayments
- contributions to general appeals.

Eligible capital expenditure includes:

- building and engineering works (extension, refurbishment, modernisation or conversion) required for the delivery of the project. We will only fund costs associated with increasing disability access as part of a wider project
- plant and equipment necessary for running the project
- transport that is necessary for delivering the project
- professional and legal fees associated with capital spending on the project:
 - ▶ if you are awarded a capital grant of up to £50,000, we are likely to require the provision of specific legal documents such as a legal opinion, certificate of title, deed of dedication, restriction on title and legal charge. We will provide a standard form of these documents for use by your solicitor
 - ▶ the legal costs incurred by you in providing such legal documents are eligible project costs against which capital grant can be paid and you should make provision within your budget for the legal costs you will incur in providing these documents
 - ▶ detailed guidance is available within the 'Land and buildings application guidance notes' on the level of fees you should make provision for, but you must consult your own solicitors for their advice and estimates.

Please note, under this programme, capital costs must be no more than 10 per cent of the total amount requested from the Big Lottery Fund up to a maximum of £50,000.

Ineligible capital expenditure includes:

- costs incurred or spending committed, before we make you a grant
- any costs which someone else is paying for, whether in cash or in kind
- routine repairs and maintenance
- general improvements to public areas unless they are essential to the overall project
- personal equipment not essential to delivering the project
- maintenance equipment, fixed or loose equipment or office equipment which is not essential to the project
- for capital grants of less than £50,000, the purchase of a leasehold of less than 5 years
- purchase of land, buildings, equipment or fixtures and fittings that are linked to the land or building.

Full cost recovery – overheads

By full cost recovery we mean the overhead costs of employees, volunteers, equipment, space and services that partly support the project you want us to fund, but also support your other work.

We may make a contribution towards your overheads. Work out how much support the project you want us to fund needs from the people, equipment and spaces that make up your overheads. Calculate the cost of this support then divide this figure by the percentage of the eligible revenue and capital costs you are asking us to fund. In the application you are required to explain how you have worked this out.

For help in completing your budget and in working out your overheads please refer to 'Applying for your project overheads: Guidance for Big Lottery Fund Applicants' on our website at www.biglotteryfund.org.uk

To help you further, there is also information and a calculator relating to full cost recovery on our website.

Eligible overheads include:

- salaries of human resources, finance, IT and other staff supporting the project (for example, running payroll and servicing computers used by the project)
- salaries of staff, including managers, working on the project, but not exclusively
- salaries of senior management overseeing the project
- meetings of the trustees or management committee
- audit and other legal fees associated with running your organisation
- rent, heating, lighting, maintenance and insurance for office space your project requires or shares with other projects
- rent, heating, lighting, maintenance and insurance for office space used by staff who run your project
- professional fees associated with strategic planning
- fundraising for the organisation
- training staff
- networking and attendance at conferences or partnership work that benefits the project you want us to fund.

Ineligible overheads include:

- costs incurred or expenditure committed before we make you a grant
- any costs which someone else is paying for, whether in cash or in-kind.

Part two

Applying for funding to Reaching Communities Northern Ireland

The application process

Once you have read these guidance notes, if you think this programme is for you, you should send us an outline proposal. We sent you this form with these guidance notes. If you do not have this form, you can download it from our website at www.biglotteryfund.org.uk or call our Information team on 028 9055 1455 (textphone 028 9055 1431).

Developing and submitting a grant application can be costly and time-consuming. We are receiving applications for many more projects than we have money available to fund and we therefore wish to minimise the effort for organisations that apply. By submitting a short outline proposal form in the first instance, we can review the project quickly. If we think your proposed project outcomes are ones that we might support we will send you an application form and tell you what you need to do before you apply.

If you have any queries about whether your project is suitable for this programme or how to fill in the form, please email enquiries.ni@biglotteryfund.org.uk or call the Information team on 028 9055 1455 (textphone 028 9055 1431).

We will review your outline proposal and tell you within 20 working days if we think we might consider funding your project. If so we will then send you an application form.

If you decide to send us a full application form, once we have reviewed your outline proposal, you can send us your application form either by the nearest full application deadline (set out in the table below) or any of the full application deadlines after that one. For example, if you submit an outline proposal after the 7 November deadline you can send us your full application form by either the May or September 2008 full application deadline dates.

We will then assess your application and may contact you to discuss your project. We will let you know our decision within six months of the deadline by which you submit your application. Before completing your application please check our website at www.biglotteryfund.org.uk or contact us to make sure you have the most up to date information.

This programme receives many more good applications than we are able to support. Being invited to submit a full application is not a guarantee that your project will be funded.

Outline proposals and full application forms should be submitted by the dates below.

Outline proposal deadline	Full application form deadline	Decisions taken by
5pm – Wednesday, 7 November 2007	5pm – Wednesday, 23 January 2008	End of June 2008
5pm – Wednesday, 5 March 2008	5pm – Wednesday, 7 May 2008	End of November 2008
5pm – Wednesday, 4 June 2008	5pm – Wednesday, 3 September 2008	End of March 2009

Before you fill in your outline proposal

Before you fill in the outline proposal you will need to have done some planning and have some information about the project you want us to fund.

Branches

If you are a branch of, or related to, a larger organisation that may have some legal responsibility if we award a grant, you need to make sure they are aware of your project and the funding that you are applying for.

Project planning and management

You need to:

- identify the beneficiaries and their needs (see page 4 of 'Explaining the Difference')
- involve your beneficiaries and the community, including hard to reach groups, in identifying these needs
- show how your project is the best way to address this need
- identify where your project will be located
- describe the overall aim of your project and the outcomes you hope it will achieve
- explain how your project will meet one or more of the programme outcomes
- explain how your project will meet the priorities related to those programme outcomes
- explain how your project will meet either one or both of the underlying principles
- detail how much your project will cost and how much money you want from us
- identify what you will spend the grant on.

We will only award grants to organisations that can show us that they are able to manage them effectively and we expect organisations to have clear procedures and guidelines to help them do this. You will find more information about this on page 17.

Bank account requirements

All organisations that receive a grant from us must have a United Kingdom bank or building society account in the name of the organisation as shown on their governing document. Cheques must be signed by at least two people who are not related. You can send us an outline proposal without having this but you will need to set up an account before you receive a grant.

Annual accounts

If we send you an application form we will ask to see your accounts or financial records. We will be unable to assess your application if these are missing and if they do not comply with the requirements below:

You must be able to provide a copy of your most recent approved accounts, signed and dated by your chair, secretary or treasurer and by your auditor or independent examiner, where appropriate.

The accounts you send us should not be more than 12 months old. However, we realise that this can be difficult if your organisation's financial year-end coincides with the period in which you are sending us your application. If this is the case send us your previous accounts and a copy of your most recent management accounts.

New organisations

If you are a new organisation you must send us signed and dated estimates of your income and spending for the first year of the grant.

There is further information on our website at www.biglotteryfund.org.uk about what format your accounts should be in.

How will we review your outline proposal?

We will review your outline proposal to see if the project is one that might meet our outcomes. To help us do this we will check:

- your organisation is eligible
- your project outcomes are SMART
- how well your project will achieve at least one of the Reaching Communities Northern Ireland outcomes
- your project is something we can fund
- your project costs
- the need for the project
- how you have involved your beneficiaries and the community in developing your project.

If you are an unincorporated organisation, you will need to provide your organisation's latest adopted and signed governing document with your outline proposal form.

If we think you should submit an application we will send you a form. We may highlight concerns or suggest where you can get help, advice or support. This is not a decision on whether you will get a grant as we can only do this if we receive your application form, your project has been assessed and our committee have reached a decision.

Being invited to submit a full application is not a guarantee that your project will be funded. Reaching Communities Northern Ireland has proved to be a popular programme. Competition for funds is high and we have to make difficult decisions, often resulting in good projects not being funded.

If we think we are unlikely to fund your project, we will explain why. We do not want you to spend time filling in an application form if we are not likely to award you a grant for your project. You may decide that your time is better spent looking for money elsewhere.

Before you fill in your application form

If we have sent you an application form, you will also have received a letter from us. It will tell you about any further requirements that you must fulfil and may also offer help on planning your project or filling in our application form. Make sure you fulfil all of the requirements we have listed. If you do not, we may not fund your project. You should also act on the guidance that we have given you, as this will improve your chances of getting a grant.

Project planning

Before you fill in the application form you will need to have planned your project in more detail and created your own project plan. We must be sure that your organisation can deliver your project. Your grant comes from public funds and you must be able to account for the money we give you to our satisfaction. You can find further guidance in the 'Explaining the Difference' booklet on our website www.biglotteryfund.org.uk

You need to think about the following:

● Management and staffing

We expect you to have adequate structures in place to manage the project. The structure will depend on the type of organisation you are, but it could be a management committee, a sub group, a project board or the management team of a department.

If your organisation has a management committee, it must have at least three members, one of whom must be 18 years old or over.

● Costing your project

In the application form you must provide a project budget showing what the grant will pay for. You need to be able to justify the amount of funding you have asked for. If you would like the grant to fund salaries, it must be clear how you worked out the level of salaries. You should include any extra costs incurred such as employer's National Insurance (NIC) and pension contributions. We cannot provide NIC and PAYE or self- assessment advice so we recommend

you contact your local HM Revenue and Customs office for assistance or refer to their website www.hmrc.org.uk

For help in completing your budget and in working out your overheads please refer to 'Applying for your project overheads: Guidance for Big Lottery Fund Applicants'. There is also information and a calculator relating to full cost recovery on our website at www.biglotteryfund.org.uk which may help you further.

If your application includes a request for capital funding up to £50,000, you must complete and submit Capital Grant Checklist 1 (supplied as part of the full application form) and the extra information requested with your application. See the 'Land and Buildings application guidance notes' which accompany the application form.

It is important that you have procedures in place for handling and managing the project budget. This includes a proper bookkeeping system, regular financial checks and properly prepared accounts. We would expect you to comply with the Statement of Recommended Practice (SORP) 2005. For further information on SORP refer to the Charity Commission website at www.charitycommission.gov.uk

● Value Added Tax (VAT)

We need to know that you have considered your VAT position for the project. When calculating the total cost of your project you should take into account any potential non-recoverable VAT costs that may arise.

If you are registered for VAT, you can apply to us for the cost of non-recoverable VAT only. Organisations not registered for VAT should include VAT costs in their budget. We will consider any application for non-recoverable VAT costs and include the agreed amount in the grant, where appropriate.

If you later find that the costs of your project increase because you have made an error about whether you can recover VAT, we will not increase our grant to cover this.

If we agree to fund the cost of VAT, which you then recover, you will be liable to repay all or some of it to us, based on the following principles:

- ▶ if we have funded all of the recoverable VAT for your project, you must refund all of the VAT you recover to us
- ▶ if we have funded a proportion of the recoverable VAT for your project, you must refund the same proportion of the VAT recovered.

We cannot provide VAT advice so we recommend you contact your local HM Revenue and Customs office or a VAT expert to find out how much VAT you can recover on the cost of your project.

● Policies and procedures

It is important that you have appropriate policies and procedures to manage the project and that you explain how you will apply these to the project. These may include policies such as equal opportunities, health and safety, and recruitment and selection procedures that will allow you to manage your finances, staff and any aspects of your project work.

If you are applying for funding for a project that works with children, young people or vulnerable adults we will need to be sure they will be safe. As a minimum you must have a policy that explains how you make sure of this and that the policy is put into practice. It is your responsibility to have acceptable child protection and vulnerable adult policies and procedures in place, which we may ask to inspect at any time.

The NSPCC have produced a step-by-step guide for organisations to safeguard children called 'Firstcheck'. You can download this from their website at www.nspcc.org.uk or buy a copy by calling 020 7825 7422. We suggest you read this advice to help you develop child protection policies and procedures. There are more sources of help available on our website. In

Northern Ireland, the Volunteer Development Agency has produced a number of publications, including 'Our Duty to Care' and 'Getting it Right'. This guidance and information on training can be found at www.volunteering-ni.org/child.asp

- Independent Referee

Your application form must be signed by an independent referee who must have known your organisation for at least one year or from its start and must support your application for funding. Your referee must be a person with a professional or public position whose status we can check, for example:

- arts development officer
- sport development officer
- local councillor
- Justice of the Peace
- Member of Parliament or elected member of devolved administration
- senior bank official
- religious leader
- healthcare professional*
- school teacher*
- social worker*
- youth worker*
- officer from a development agency, for example, a rural community council.

If your proposed referee is not on this list, please contact us to check that they are acceptable.

If your project is working with children, young people under 18, or with vulnerable adults, your referee must be someone appropriately qualified, for example from the options above marked with an asterisk (*). We may ask for evidence that your referee is appropriately qualified to work with children, young people under the age of 18 or with vulnerable adults. If we are not satisfied with the evidence you provide, we may ask you to change your referee, or we may reject your application.

Your referee must not be:

- a current member of your organisation, a trustee or a member of staff, or
- related to someone in one of these positions, or
- formerly (that is, within the last two years) in one of these positions, or
- someone who will directly benefit if you get a grant.

Filling in your application form

You must ensure that you have addressed all of the requirements we listed in the letter we sent you with your application form. This includes ensuring that all requested information is provided.

Project details

When you fill in your application form you also need to:

- be able to show us that there is a need for your project
- be able to show us how your project will help to meet that need
- know what you will do to achieve your proposed project outcomes.

In your application form you must tell us if you have made any important changes to your project since you sent us your outline proposal. This includes changes to the project, the type of people or organisations who will benefit or any changes to your project outcomes. Also tell us if you have more information on what you plan to do or who you expect to benefit from the project. You will also need to tell us:

- the need for the project and how you have identified that need
- how your project will meet the identified need
- how your project will lead to the project outcomes you have given us and how you will measure and track whether the outcomes are being achieved
- how your proposed project outcomes address the need you have identified and how they will help address the outcomes of the Reaching Communities Northern Ireland programme

- how you will ensure that this project is effectively delivered and well managed
- how you will ensure that the people and communities that you are targeting are involved throughout all stages of your project including planning, design, implementation and evaluation
- how you will ensure that the people and communities that you are targeting have access to your project and can use the facilities and services provided
- the key stages or milestones that you expect to complete for each of your proposed project outcomes
- the total project costs, how much you want from us, what the money will be spent on and who will pay for any costs that you are not asking us to fund
- whether any staff will be employed to work on the project, their role and salary
- whether any volunteers will work on the project and what contribution they will make to the project.

How are decisions made?

When we receive your application, we will check that you have sent us everything we asked for. If you have not we will write to you and give you 10 working days from the date of the letter to send us any missing information. If you do not meet this deadline we will not assess your application.

When we assess your application we will compare your application form to your outline proposal to see if there have been any significant changes. If there have been, we may reject your application. Significant changes include changes to the type and number of people you will be working with, the need for your project, your proposed outcomes and a variation to the total project costs of 25 per cent or more. If we asked you to do some extra work after you sent us your outline proposal we will check that you have done this. If you have not we might reject your application.

We may contact you to discuss your project. We will assess your application against the following criteria:

1. The proposed project outcomes meet an identified need and help to achieve the programme outcomes.
2. The organisation can deliver the project well and achieve the proposed project outcomes.

It will usually take us six months to make a decision from your selected full application deadline date. If we decide not to make a grant to you we will tell you why.

While the National Lottery raises a large amount of money for good causes, the Big Lottery Fund cannot support every application we receive. The Reaching Communities Northern Ireland programme has a total budget allocation of approximately £18 million between 2006 and 2009 for grants in Northern Ireland. You should be aware that Reaching Communities Northern Ireland is a popular programme. Competition for funds is high and difficult decisions have to be made, often resulting in good projects not being funded.

If we decide not to support your application, it does not mean that we do not value the work that you do.

If you are awarded a grant

If we award you a grant you will have to start the project within six months from the date of the offer letter. You need to be sure that you are able to do this.

If we offer you a grant you will have to accept our terms and conditions. A copy of the standard terms and conditions can be found in appendix one on page 24.

You will need to provide us with information at various points in the project so that we can find out what difference our money has made, and make sure that it is well spent. We will expect you to monitor your project during the life of the grant. We also encourage you to monitor your project for your own purposes. This will let you see whether your project is working well and make changes that will improve your services and provide better value.

Before you start your project we will make sure that you know what information you will need to give us

during the life of your grant so that you can plan what aspects of your project to monitor.

If we award you a grant, we want to ensure that your project makes a difference to the need you have identified. You will also want to know how your project is doing, and how far it is achieving what it has set out to do. We will all want to learn from projects and programmes, and will also need to account for the money that has been invested.

From our side, there are various ways that we can do this. We will ask you on a regular basis about project progress, and at the end, we will ask you again about how far you have achieved your aims. We are evaluating the programme, and may ask you to take part in this wider evaluation.

Self-evaluation is the general name for a process that allows you to record and review the progress of your project. Doing this has several advantages:

- ▶ You can identify what is working well and what is not working so well for your project, and reasons why. You can then make changes to the way that you run your project so that it achieves even more.
- ▶ You can gather information that will help you report to us and to others about how your project is performing and what it is achieving.
- ▶ You can identify good practice and help other projects to improve the way that they work.
- ▶ Later in the life of your grant, you can provide more convincing evidence to potential funders about the success of your project, and how you have adapted it to changing circumstances.
- ▶ Setting up a system of self-evaluation is part of good project planning and management.

Self-evaluation is something that you are in charge of. You can work with people involved in your project to identify the main issues, how to investigate them, and what to do with the findings.

You may want to undertake self-evaluation within your project, or you may want to get support and advice from other agencies, or even to appoint a consultant. We are happy for you to budget for this within your grant application, as long as your plans are in proportion to the size of your project.

Putting good plans in place will help to ensure that your project is more likely to achieve what it sets out to do, and to provide you with evidence to seek further funding in future. You are in charge of the process, but we may ask to see any reports. We value self-evaluation and may require you to share any learning from your project.

For further information about approaches to self-evaluation, please see our publication 'Self-evaluation; a handy guide to sources' which can be found on our website at www.biglotteryfund.org.uk or contact your local Big Lottery Fund office.

Advice and support

You may have questions about how to apply or plan your project. There are many sources of advice and help.

Call or email our Information team with any questions you have. Our contact details are:

Email: enquiries.ni@biglotteryfund.org.uk

Phone: 028 9055 1455

Fax: 028 9055 1445

Textphone: 028 9055 1431

To download guidance materials including 'Explaining the Difference' and the outline proposal form, visit our website at www.biglotteryfund.org.uk

There are also other organisations that work with voluntary and community groups who may be able to help you develop your project.

We work closely with a range of organisations that may be able to help you develop your project and/or complete an application. Refer to our website for further details of these organisations. If you do not have web access, please contact us. We have listed some organisations, publications and websites that you might find helpful.

Useful contact details

Rural Development Council

17 Loy St
Cookstown
Co Tyrone
BT80 8PZ
Phone: 028 8676 6980
Fax: 028 8676 6922
Web: www.rdc.org.uk
Email info@rdc.org.uk

Rural Community Network

38a Oldtown Street
Cookstown
Co Tyrone
BT80 8EF
Phone: 028 8676 6670
Fax: 028 8676 6006
Web: www.ruralcommunitynetwork.org
Email: info@ruralcommunitynetwork.org

Ulster Community Investment Trust Ltd

13-19 Linenhall Street
Belfast
BT2 8AA
Phone: 028 9031 5003
Fax: 028 9031 5008
Web: www.ucitltd.com
Email: info@ucitltd.com

Business in the Community

Bridge House
Paulett Avenue
Belfast
BT5 4HD
Phone: 028 9046 0606
Fax: 0870 460 1731
Web: www.bitc.org.uk

NI Tenants Action Project

34-36 Henry Street
Harryville
Ballymena
BT42 3AH
Phone: 028 2564 5676
Fax: 028 2564 9729
Web: www.nitap.org.uk

Community Evaluation Northern Ireland (CENI)

Unit 5,
127-131 Ormeau Road
Belfast
BT7 1SH
Phone: 028 9024 8005
Fax: 028 9023 5079
Web: www.ceni.org
Email: info@ceni.org

Community Change

Philip House
123-137 York Street
Belfast
BT15 1AB
Phone: 028 9023 2587
Web: www.communitychange-ni.org
Email: info@communitychange-ni.org

Northern Ireland Council for Voluntary Action (NICVA)

61 Duncairn Gardens
Belfast
County Antrim
BT15 2GB
Phone: 028 9087 7777
Web: www.nicva.org
Email: nicva@nicva.org

BIG has also awarded a development and support contract to NICVA, to support and build the capacity of those organisations whose bids are successful and to help ensure the effective delivery of projects under this programme.

Community Foundation NI

Community House
City Link Business Park
Belfast
County Antrim
BT12 4HQ
Phone: 028 9024 5927
Web: www.communityfoundationni.org
Email: info@communityfoundationni.org

Sport Northern Ireland

House of Sport
Upper Malone Road
Belfast
BT9 5LA
Phone: 028 9038 2222
Web: www.sportni.org
Email: info@sportni.net

Heritage Lottery Fund

51-53 Adelaide Street
Belfast
BT2 8FE
Phone: 028 9031 0120
Web: www.hlf.org.uk
Email: northernireland@hlf.org.uk

Arts Council of Northern Ireland

MacNeice House
77 Malone Road
Belfast
BT9 6AE
Phone: 028 9038 5200
Web: www.artscouncil-ni.org
Email: info@artscouncil-ni.org

Appendix one – standard conditions of grant

Definitions

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means the New Opportunities Fund operating as the Big Lottery Fund and includes your employees and those acting for you.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the

Grant Agreement.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant award or offer letter together with any other conditions we have agreed.

1.1 In general

1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand if any of the events listed in clause 11.5 occur. The term “on trust” means the legal relationship that exists between us while we are using the grant for our project.

1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.

1.3 We will make sure that all current and future members of our governing body receive a copy of these terms and conditions while the Grant Agreement remains in force.

1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

2.1 We will get your written agreement before making any change to the project or to its aims, structure, delivery, outcomes, duration or ownership.

2.2 We will start the project within six months of the date of the Grant Agreement, or if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.3 We agree to make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit.

2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.

2.5 We will tell you of any offer of funding for the project from anyone else at any time during the project.

2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.

2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.

2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.

2.11 We agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a appropriate protection policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

2.12 If we are a charity, we will register with the Charity Commission or the Scottish Charity Regulator if our income goes over their minimum exemption figure.

2.13 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

2.14 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

3. Our organisation

3.1 We will get your written agreement before:

- changing our governing document, concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
- transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charities Regulator, Inland Revenue or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4. VAT

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.

5.2 We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Grant" in our organisations annual accounts. If we have more than one restricted fund, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently evaluated as appropriate for our organisation.

5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.

5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

6. Monitoring

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

6.3 We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the full period.

6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

7. Grants for Salaries

7.1 We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.

7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We must send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re advertisement. We must keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them.

7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their start, and, if appropriate, end dates.

7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

8. Grants for Assets and Services

8.1 If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then we will comply with the terms of the standard capital grant conditions attached to the grant award or offer letter or any other conditions which you have required of us.

8.2 If any part of the grant is used to buy any other capital items or a series of related capital items or services or a series of services costing more than

£10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

8.3 If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of three years or more and vehicles, costing up to and including £10,000 we will keep all receipts and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.

8.4 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.

8.5 We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.

8.6 We understand that you will monitor assets bought with the grant for a period of up to ten years after the grant has ended for assets bought for over £50,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were bought for less than £50,000 the period will be five years or the length of the Grant

Agreement, whichever is the shorter. We will supply you with information that you ask for and will allow you to inspect the assets for that period.

8.7 During this period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide the consent it may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

9. Payment of grant

9.1 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM's or debit cards to make cash withdrawals or payments from this account.

9.2 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date. We must take up the first instalment of the grant within 12 months of the date of the grant award or offer letter; otherwise it will automatically lapse, unless you agree in writing to an extension.

9.3 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.

9.4 You will normally make payments for up to three months spending in advance as long as we complete a satisfactory payment plan before the project starts and we have given written notice of the project start date.

9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

10. Length of Grant Agreement

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

- for one year following the payment of the last instalment of the grant
- as long as any part of the grant remains unspent.
- the expiry of the maximum period required under the grant for asset monitoring
- as long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

11. We understand that

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

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

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

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

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

- ▶ We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
- ▶ We completed the application form dishonestly or significantly incorrectly or misleadingly.
- ▶ We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
- ▶ It is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation's estate is sequestrated.
- ▶ Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- ▶ Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, Inland Revenue or other regulatory body.

- ▶ We receive duplicate funding from any other source for the same or any part of the project.
- ▶ We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- ▶ There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- ▶ At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- ▶ We are or become legally ineligible to hold the grant.
- ▶ If you have reasonable grounds to believe that it is necessary to protect public money.

11.6 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes State aid. In the event that it is deemed to be State aid, then we will repay the entire grant immediately.

11.7 You may assign any of your rights under the Grant Agreement to any other or successor body.

11.8 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.

11.9 No other body with which we are working, except for those with which we have entered into an agreement, authorised by you, has any claims on you under these terms and conditions.

12. Additional conditions

12.1 You have the right to impose additional terms and conditions on the grant either in the offer or award letter and/or if:

- ▶ We are in breach of the Grant Agreement.
- ▶ You withdraw any part of the funding for the project.
- ▶ You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body.
- ▶ If you have reasonable grounds to believe that it is necessary to protect public money
- ▶ You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

Appendix two – standard legal opinion

On grant recipient’s solicitors headed writing paper

Date: []

To: 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 purpose”; and
- (ii) a certified copy of the [Trust Deed/Memo and Arts/Constitution/Rules/Statute] “constitutional documents” of [].

2. Opinion

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

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