# Receiving a grant guidance – £3,000 to £10,000

#### See all updates

This guidance sets out how you will receive your Grant of £3,000 to £10,000. It also explains what we expect of you before, during and after receiving it.

Page last updated: 13 April 2023. See all updates.

### Introduction

Congratulations on being awarded a Grant, we look forward to helping you deliver a successful Project. The funding you will receive is public money from National Lottery players, and as such we are duty-bound to ensure that it is managed in an accountable way. This means that there are a number of processes that you need to follow throughout the life of your Project. We try to make these proportionate to the level of Grant you are receiving.

We appreciate that this may be the first time you have received funding from us and you may be unsure how to request your Grant and keep us informed about your progress. This document will explain what to do and will answer any queries you may have.

We like to work in a collaborative way, so keep in touch with us if you need our support. Your first point of contact with The National Lottery Heritage Fund is the person named in your Grant notification email. We expect you to respond promptly to any requests for information and to discuss any substantial changes to your Project with us. You must address any issues we identify throughout your Project.

We would like to visit or meet all of the organisations we fund but unfortunately, this is not always possible. However, please invite us to key project events and openings and we will aim to send a representative where possible.

We will carry out checks at the end of your Project to confirm that it has delivered the Outcomes identified in your Application and the Approved Purposes set out in the Legal Agreement. You do not need to submit any invoices to us, but it is very important that you keep them as they may be required for auditing purposes.

This document sets out our standard practices but please note we may choose to vary our processes depending on the specific circumstances of your Project.

We have created a useful Glossary of Terms which is located in Appendix B. If you are unsure of any terms used in this document, please refer to this section.

## Top tips

- don't start your Project before we give you permission
- consider evaluation of your Project from the beginning
- acknowledge your funding and promote The National Lottery
- keep track of your Project spend
- keep all invoices and receipts
- know your Approved Purposes

- review and learn from what you are doing
- make sure you speak to us about any issues
- keep Project evidence, for example from launches, workshops and promotion
- above all else, enjoy your Project

## **Project timeline**

- 1. Grant award
- 2. submit the Legal Agreement within **three months** of the date you received the email asking you to complete this
- 3. deliver your project activity within 12 months
- 4. submit End of Grant Report within three months of completing your Project
- 5. duration of Grant Contract: **up to five years**

## How we will work with you

This section explains the guidelines we expect you to follow when delivering your Project. If you are unsure of any of the points raised, please get in touch with us.

### **Important documents**

We recommend that you familiarise yourself with the following documents before embarking on your Project:

- Grant Contract
- Application Guidance
- acknowledgement section of our website
- Evaluation guidance
- Good practice guidance

All guidance is available in the Funding and Good practice guidance sections of the website.

### **Grant Expiry Date**

Your Grant Expiry Date is the date by which **you must complete your Project and send us your End of Grant Report**. We allow up to 18 months to complete your Project including three months to complete the Legal Agreement, 12 months to deliver your Project activity and three months to send us your End of Grant Report.

If you experience delays in delivering your Project, you can request an extension to the Grant Expiry Date.

We try to be flexible but cannot guarantee an extension. If your Project takes more than a maximum of two years to complete from the date you completed your Legal Agreement, we may close your Grant and ask for the repayment of all or part of your Grant.

### **Promotion of your National Lottery Grant**

Promoting and acknowledging The National Lottery is a condition of your Grant Contract.

Our website has advice for acknowledgement, promotion and the branding we expect you to use.

You must acknowledge your Grant publicly as soon as your Project starts by displaying <u>The National Lottery</u> Heritage Fund acknowledgment logo.

You must also make sure you include The National Lottery logo on any information you produce about your Project, for example, on public consultation or fundraising information or materials. Please refer to our website for more information.

If you do not comply with our acknowledgment guidelines we reserve the right to request repayment of some or all of your Grant.

If you need any help or have any questions about acknowledging your Grant, please get in touch with us.

### **Grant publicity**

It is important to publicise your Grant award to local media so that National Lottery players know where their money is being spent. We will publish the fact that you have been awarded a Grant on our website within 20 days of your Grant being awarded.

We can assist you with queries about publicity and the media. A <u>template press release</u> can be found on our website. The template includes the correct wording, so you will just need to insert your Project information where required.

### Procurement: consultants, contractors and suppliers

In all projects, whenever you use your Grant to purchase goods, works or services, we will ask you to give us details of the procurement (which is the buying, tendering and selection process). If you have already purchased goods, works or services for your project, you will need to tell us how you did it. We cannot pay your Grant if you have not followed the following procedure.

You should always consider equality of treatment, transparency, mutual recognition and proportionality when procuring any goods, works or services.

If you are a Public Body grantee or your project is subject to Public Procurement legislation, then you must follow the relevant legislation.

Procedures to recruit consultants and contractors must be fair and open and comply with relevant equality and employment legislation. Fees for any consultants or other professionals that you recruit during the project should be in line with professional guidelines and be based on a clear written specification. You need to obtain written permission from us first if you have links to any of the contractors, suppliers or consultants you wish to appoint. This includes, for example, if they are close friends or relatives, or if there is any financial link such as ownership of these suppliers.

If you are unsure about your obligations, we advise you to take professional or legal advice.

#### Under £10,000

If you are buying goods, works or services for under £10,000 you do not need to openly tender for these or obtain multiple quotes. We will still expect you to show overall value for money.

#### Between £10,000 and £50,000

You must get at least three competitive quotes for all goods, works and services worth £10,000 or more (excluding VAT) that we have agreed to fund.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

#### Above £50,000

For all goods, works and services worth more than £50,000 (excluding VAT), you must provide proof of competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept.

You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.

In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:

- The total price of the contract is less than £10,000.
- A framework agreement is in place for the supply of goods, works or services which has been previously competitively tendered, and the goods or services are directly relevant to the scope of the project works to be undertaken.
- There is a project contract in place, which has previously been competitively tendered, and it is logical to extend to cover additional project work. In this case you must confirm that:
  - In the case of capital works the prices of most elements of work, including preliminaries, overheads and profits can be directly applied from the existing contract to the new work.
  - The new work is smaller in scale, and is of a similar type to the main contract work.
  - The contractor will not claim disruption or prolongation cost to the main contract if the new work is introduced.
  - The existing contract restricts work being undertaken by others.
- The goods, works or services required are unique as set out in a non-branded requirement specification and it is not possible to obtain them from other sources by competitive tender.
- You can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others.
- Emergency work where it can be shown that time taken to obtain tenders would put the project at risk and add considerably to eventual costs.
- The company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee.

We will also require you to consider social values in your procurement, including:

- diverse supply chains
- improved employability and skills
- inclusion, mental health and wellbeing
- environmental sustainability
- safe supply chains

You should ensure any contractor/supplier/consultant who may contribute to the creation of Digital Outputs is aware of our requirement for projects to <u>share these under a Creative Commons Attribution 4.0</u>
<u>International licence</u> or equivalent, and ensure you have agreement for the resulting work to be shared in this way.

Where this is not possible, you must seek written agreement to make alternative arrangements with us, for example to use an alternative Open Licence, prior to issuing any contract of work.

#### **Recruitment of staff**

All staff posts must be advertised with the following exceptions:

- If you have a suitably qualified member of staff on your payroll that you are moving into the post created by your Project.
- If you have a suitably qualified member of staff on your payroll whose hours you are extending so that they can work on the Project. In this case we will fund the cost of their additional hours spent on the Project and you will need to tell us about the role they will undertake.

We may ask to see evidence of the recruitment procedure you followed so keep these records safe.

If you are moving an existing member of staff into a post created by the Project, then we can either pay for the cost of this member of staff, or for the cost of backfilling their post, whichever cost is less (backfilling is where an employee is assigned to a new job and their position is temporarily filled by another employee).

If you wish to appoint any new members of staff on your Project who are linked with any members of staff at your organisation, for example, any close friends, relatives, or ex-members of staff, you will need to obtain written permission from us first.

All salaries should be based on sector guidelines or similar posts elsewhere.

We are committed to ensuring that the heritage sector is inclusive and sustainable. You must use the Living Wage rate (and London Living Wage where applicable) for all Project staff.

## **Agree your Grant**

Once we have told you that you have been awarded a Grant, you will receive an email asking you to sign into your online account to check and agree your Grant. This is known as the Legal Agreement. Once you have completed the Legal Agreement process, we will then ask you to submit your bank details so we can pay you your Grant.

To agree to the Grant, you will need to:

- Tell us if there are any changes to your Project since you first applied, for example changes to partners or cash contributions.
- Check the details we have about your project are correct.
- Send us any new evidence for your project, for example cash contributions, permissions or licenses.
- Read the terms and conditions of the Grant and the Standard Terms of Grant.
- Read the Receiving a Grant guidance.
- Tell us details of two legal signatories for your organisation, so we can send them a link to download, read, sign and upload the terms and conditions.

You will also need to send us:

- Proof of cash contributions and/or a fundraising plan (mandatory if applicable)
- Proof of Property ownership including, for example, up-to-date copies of the Land Registry title register (with plan), leases and evidence of any existing mortgages (mandatory if applicable) etc.
- Proof of any necessary statutory permissions or licences (mandatory if applicable).

The Legal Agreement must be submitted within three months of the date you received the email asking you to complete this. If there are substantial delays, we may decide to withdraw the offer of your Grant.

Once you have completed the Legal Agreement, you will receive another email asking you to provide us with your bank details and a copy of a recent bank statement, paying in slip or cheque.

## **Get your Grant Payment**

Once you have completed the Legal Agreement, you will receive another email asking you to provide us with your bank details so we can pay you your Grant. We will need a copy of a recent bank statement, paying in slip or cheque.

#### Your bank account name must match the name of the organisation in your Application.

Before we are able to grant you permission to start your project and release your Grant, you will need to complete the following tasks (if applicable):

- Secure all partnership funding (if identified in your Application).
- Obtain statutory permissions, for example listed building consent or faculty.
- Secure any necessary licences, for example a newt or bat licence.
- Secure ownership of freehold or leasehold Property to meet our requirements please see Appendix A.

We will release 100% of your Grant once the Legal Agreement has been processed. We will use the information you supply with this form to help us to monitor your Project's progress and performance.

We aim to release your Grant within 10 working days of receiving your completed form and supporting documents. You can then start work on your Project. You should not start any work on your Project until you have our written permission to do so. If you do so, it is at your own risk.

## **End of Grant Report**

Once you have finished your project, you will need to complete the End of Grant Report. We recommend that you do this as soon as you can gather all the information together and while the Project is still fresh in your mind.

Please let us know when you have finished or are about to finish your project so we can send you the End of Grant Report.

You will also need to send us:

- photographic record of your Project (mandatory)
- an evaluation report (mandatory)
- proof that you have acknowledged your grant (mandatory)
- any other relevant documents such as proof of new statutory permissions, licences or partnership funding, a record of activities or events, job descriptions, CVs or contracts of employment (if applicable)

It is important that submitted documents are legible and are given names that usefully describe their contents.

Your End of Grant Report **must** be sent to us within **three months** of completing your Project and by your Grant Expiry Date. If we do not receive the report within this timescale, we may ask for the repayment of your Grant as we will have no evidence that the Project has taken place.

By complete we mean:

- your Project is finished, and you have achieved your Approved Purposes
- you have acknowledged your Grant and promoted The National Lottery
- you have evaluated your Project and created a short report (maximum 10 pages)
- you can supply Project photographs (jpegs) and proof of acknowledgment of our funding

## **Updating us on your Project**

Once we have confirmed you have permission to start your Project, you do not need to complete any further forms until you have finished your Project. You must send us your End of Grant Report within three months of completing your Project and by your Grant Expiry Date.

However, you must get in touch with us as soon as possible about any problems or significant issues (for example issues that could lead to changes in costs, serious delays, or failure to deliver the Approved Purposes and Outcomes) that arise during the course of your Project so that we can respond and support you as appropriate. Let us know in advance about any events and update us on any successes and good news stories.

### **Project changes**

You cannot change the Approved Purposes of your Project without our prior written agreement. If you want us to consider any changes to your Approved Purposes you must send us written details of the reasons for the request and explain how it will affect:

- the quality and Outcomes of your Project
- the cost of your Project
- the time you need to complete your Project
- the future viability of your Project

Any changes that are agreed with us must be in writing and should also be reported in your End of Grant Report.

#### **Timetable delays**

If you think that you will not be able to complete your Project before your Grant Expiry Date, then get in touch with us so we can discuss this with you. We try to be flexible but cannot guarantee an extension and we do not expect your Project to take more than a maximum of two years to complete from the date you completed your Legal Agreement.

### **Budget changes**

If you need to move funds between the cost headings in your Application in order to achieve your Approved Purposes you must demonstrate how these changes have helped you to deliver your Project in your End of Grant Report. Get in touch with us in advance if you want to discuss any substantial changes.

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us when completing your End of Grant Report.

If the total Project costs increase during the course of the Project, we will only consider increasing your Grant in exceptional circumstances. In this case you will have to provide further information.

### **Under budget Projects**

If you spend less than your agreed costs and your Project completes under budget you will need to return any Grant that has not been spent to us. This will be calculated based on your overall Project costs and the Grant Percentage.

#### Worked example:

• Total Project costs are £8,000, your organisation is contributing £800 from reserves and your Grant is £7,200. The Grant Percentage is therefore 90% (your Grant divided by total Project costs).

If your Project completes under budget you will need to return part of your Grant to us based on the Grant Percentage.

#### Worked example:

• If your total evidenced Project spend is £7,500, then based on the Grant Percentage of 90% your Grant would be adjusted to £6,750. Therefore, you would need to return £450 to us via BACS transfer (please email us for our bank details).

### **Project Completion Date and duration of Grant Contract**

At the end of your Project, we will send you correspondence to let you know that we have received all the necessary documentation to record your Project as complete. The formal Project Completion Date is the date shown on this correspondence.

Your Grant Contract states the duration that the Grant Contract will apply to your Project during which you must maintain your ongoing Project commitments. These start once we have processed your Legal Agreement and may last for a number of years after your Project completes, depending on the nature of your Project.

- **Activity** (for example an exhibition and/or event with no Digital Outputs): the Grant Contract ends on the Project Completion Date.
- Capital (for example new building or restoration works): five years after the Project Completion Date.
- **Digital Outputs** (for example the creation of a website): five years after the Project Completion Date.
- Acquisition: if your Project includes buying a heritage item, land or building, the terms of the Grant Contract will last indefinitely. If you wish to dispose of what you have bought in future, you must ask for our permission and we may claim back all or part of your Grant (see Appendix A for more information).

A delay in sending us your End of Grant Report will extend the duration of the Grant Contract.

## Appendix A: property ownership

### **Property ownership**

If you are successful with your Application, we expect you to own any Property (land, buildings, heritage items or intellectual property) on which you spend your Grant. If you do not meet our ownership requirements, we will need you to improve your rights (for example, by changing or extending a lease) or we will require the owner to be tied into the Grant Contract.

## For Capital Projects involving work to a building or land

We expect you to own the freehold, but if your organisation does not own the freehold you will need a lease with at least five years left to run after the Project Completion Date. Otherwise the owner will need to be a joint grantee or sign a formal letter that we will prepare, agreeing to keep to the Grant Contract.

### For acquisitions

If your Project involves buying land or buildings, you must buy them freehold or with a lease with at least 99 years left to run after the Project Completion Date, and the Grant Contract will last indefinitely. We cannot fund private individuals or 'for profit' commercial organisations to buy buildings or land.

### Heritage items

For Projects involving buying a heritage item or carrying out conservation work to a heritage item (for example, a steam train or a painting), we expect you to buy or own the item outright. We cannot fund private individuals or 'for profit' commercial organisations to buy heritage items.

If you are borrowing item/s as part of the Project (for example, for an exhibition) and are asked to contribute towards the costs of conservation then we may accept this cost if it forms a small part of your Project. The owners of the item/s may need to be tied into the Grant Contract if a Grant is awarded. Contact us to talk about this if you think this will apply to your Project.

### **Digital Outputs**

If you create Digital Outputs as part of your Project we expect you either to own the copyright on all the digital material or to have a formal agreement with the copyright owner to use the material and to meet our requirements.

## Appendix B: glossary of terms

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

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

**Approved Purposes** – the Approved Purposes summarise the Project described in your Application.

**Funder** – the Trustees of the National Heritage Memorial Fund who administer The National Lottery Heritage Fund.

**Grant** – the amount we have awarded you for your Project.

#### **Grant Contract** – made up of:

- 'Check your Project details'
- Terms and Conditions
- any Additional Grant Conditions, if applicable
- Standard Terms of Grant
- Receiving a Grant guidance
- your Application

**Grant Expiry Date** – the date by which you must complete the Project.

**Grant Percentage** – Grant divided by total Project costs.

**Legal Agreement** – the process you must complete to check and agree your Grant. This includes checking your Project details (including the Grant, Approved Purposes and Grant Expiry Date) and agreeing the Grant Contract.

**Open licence** – an <u>open licence</u> grants permission to access, re-use and redistribute a work with few or no restrictions. There are various open licences available but the default open licence required is the Creative Commons Attribution 4.0 International (CC BY 4.0) licence, or equivalent.

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

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

**Project Completion Date** – the date of the letter we send you letting you know that the Project is recorded as complete. Note that this will be after the date by which you have completed all work on the Project.

**Property** – land, buildings, heritage items or intellectual property which will benefit from your Grant.

**We, us, our** – means Funder.

**You, your** – means the Grant Recipient/Grantee.

Guidance updates

## **Guidance updates**

We will regularly review this guidance and respond to user feedback. We reserve the right to make changes as required. We will communicate any changes as quickly as possible via this webpage.

#### **Changes:**

- 13 April 2023: Substantial edits were made so that this guidance supports users of our new grant management system. The old system has now closed. These updates include:
  - removal of text related to the old grant management system, including what steps users should take to complete our old application forms
  - o removal of processes that related to our old system, for example the posting of grant notification letters
  - o updating of language and terminology so that it matches our new system