Standard Terms of Grant: £250,000 to £10million

30/01/2024

See all updates

These are our Standard Terms of Grant applying to development and delivery phase grants of £250,000 to £10m.

Page last updated: 30 June 2026.

Definitions

‘we’, ‘us’, ‘our’?– the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund and other grant funding on behalf of other bodies from time to time).

‘you’, ‘your’?– the organisation(s) awarded the?Grant?as named in the?Grant Notification Letter?and any organisation which agrees to be a joint grantee and to comply with the?Grant Contract.

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

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

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

Approved Purposes –?the?Approved Purposes?summarise the?Project?described in your?Application?which comprises either the Development Phase or the?Delivery Phase and demonstrates how your Project will achieve the Investment Principles.

Approved Usage?–

- for a Development Phase project this means using the product of the Development Phase to develop a subsequent Delivery Phase application; or
- for a Delivery Phase project this means how you said you would use the?Property in your Application after the Project Completion Date and applies until the end of the Term of the Grant Contract (allowing for any changes that we may have agreed up to the release of any of the?Grant and subsequently).

Completion Report – the report to be submitted by the Grant Expiry Date.

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

Development Phase - the work involved in developing the Project to a Delivery Phase application, including the production of designs, plans, and other documents.

Digital Outputs?– all material with heritage content created in or copied into a digital format by or for you in connection with the?Project.

Grant?– the amount set out in the?Grant Notification Letter.

Grant Contract?– made up of the

- Grant Notification Letter;
- Standard Terms of Grant;
- any?Additional Grant Conditions;?and
- signed?Permission to Start?Form.

Grant Expiry Date?– the date by which you must achieve the?Approved Purposes?as set out in the?Grant Notification Letter?and by which you will make the final drawdown of the?Grant.

Grant Notification Letter?– the letter confirming our?Grant?to you.

Open Licence?– the?Creative Commons Attribution 4.0 International?(CC BY 4.0) licence, or equivalent.

Other guidance?– all other guidance relevant to the Project on our website as amended from time to time.

Investment Principles?–?the four investment principles set out in the Application Guidance which all Projects must take into account, and which guide our decision making.

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

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

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

Project Completion Date –?the date of the email confirmation we send you letting you know that the?Project?is recorded as complete.

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

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

Standard Terms of Grant?– these standard terms.

Subsidy Control Law – means the applicable laws in the UK concerning the award of subsidies in the UK as at the date of this Agreement and subsequently, including but not limited to the Subsidy Control Act 2022 and relevant implementing regulations, statutory guidance and caselaw.

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

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

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

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

Working Day – any day other than a Saturday, a Sunday or a day which is a bank holiday in any part of the United Kingdom.

Achieving the Approved Purposes

1. You must use the?Grant?only for the?Approved Purposes, unless you get our approval beforehand.

2. You must not start work to achieve the?Approved Purposes?before?Permission to Start.

3. You must achieve the?Approved Purposes, submit your Completion Report and make your final Grant drawdown by the?Grant Expiry Date.

4. You must use the?Property, or allow it to be used, only for the?Approved Usage?during the?Term of the?Grant Contract.

5. As well as these?Standard Terms of Grant, you must follow the?Additional Grant Conditions?(if any) set out in the?Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the?Application Guidance,?Receiving a Grant, and Other guidance published on our website which is relevant to the?Project including how to acknowledge your grant.

6. You must carry out the?Approved Purposes?in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

Compliance with legislation and Government requirements

7. You agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met.

8. You agree not to engage in any personal, business or professional activity which conflicts or could conflict with any of your obligations in relation to the Grant Contract, and keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

9. You follow and comply with all applicable laws, statutes and regulations that apply to your organisation. This includes (but is not limited to):

a) anti-bribery and anti-corruption, including but not limited to the Bribery Act;

b) data protections laws including the UK GDPR and Data Protection Act 2018; and

c) safeguarding policies and procedures where applicable.

10. You agree to behave ethically by following the 7 principles of public life and make sustainable choices to reduce your Projects impact on the environment.

11. You agree to follow the government Code of Conduct that sets out the standard of behaviour for people or organisations that receive government grants.

12. You will tell us in writing as soon as possible if any legal claims are made or threatened against you and/or would adversely affect the Project during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation).

13. You will tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body.

Subsidy Control Law

14. We expect you to undertake an independent assessment of the compatibility of the Project with Subsidy Control Law and confirm to us that the Project is structured so that it may be compliant with Subsidy Control Law. Where we provide our views on any aspect of Subsidy Control Law, you confirm that you will consider this information alongside all other sources of Subsidy Control Law available at the time of entering into this Contract (including regulations and published decisions) in undertaking your own assessment of the Project's compliance. We will take into account your representations on Subsidy Control Law compliance in deciding to offer the Grant.

15. We will reasonably determine in our view and following our own analysis in conjunction with the information supplied by you whether the Grant will be provided in accordance with Subsidy Control Law, and we will make relevant records to enable us to defend any challenge from a third party to the Grant based on Subsidy Control Law as may arise.

16. You agree to maintain appropriate records of compliance with the Subsidy Control Law and agree to take all reasonable steps to assist us to comply with Subsidy Control Law requirements and respond to any investigation(s) instigated by a Government Department or third-party challenge in the national courts.

17. You acknowledge and accept that the finding of Subsidy Control non-compliance in respect of the Project by a Government Department or a Court of competent jurisdiction, may lead to the Grant Recipient being ordered to repay the Grant with interest.

18. We shall undertake relevant transparency publication requirements in relation to the Grant if we determine it is an allowable subsidy under Subsidy Control Law within not more than three months following the date of this Contract and shall confirm to you once done including a link to the relevant publication.

Freedom of information

19. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 and shall assist and co-operate with us (at your expense) to enable us to comply with these information disclosure requirements.

Data Protection

20. You shall (and shall procure that any of your staff involved in connection with the activities under this Contract shall) comply with any notification requirements under the Data Protection Act 2018 and UK General Data Protection

Regulations (‘Data Protection Legislation’) and we will both duly observe all obligations under the Data Protection Legislation which arise in connection with this Contract.

21. For the purpose of this Grant Contract and the Approved Purposes, we do not envisage that either party will process any personal data for or on behalf of each other, under or in connection with this Grant Contract. If we or you anticipate that the other will process any personal data for and on behalf of each other we shall agree a variation to this Grant Contract to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation.

Project monitoring

22. You must give us any progress reports, financial or other information and records we may need from time to time on the?Grant, the?Property, the?Approved Purposes?(and achieving them) and the?Approved Usage.

23. You must allow us (or anyone we authorise) to have any access we may need to:

a) inspect the?Property?and any work to it;

b) monitor the conduct and progress of the?Approved Purposes; and

c) monitor the?Approved Usage.

In these cases we will give you notice. You will report on the progress of the?Project?at times agreed with us.

24. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.

25. We will monitor the progress of the?Project?and will carry out checks during, at and after the end of the?Project?to confirm that it is delivering the?Approved Purposes as?expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 23, you must take those recommendations into account when meeting your obligations to us.

26. We, and the National Audit Office and/or their authorised representatives may, at any time during and up to 7 years after the end of the Grant Contract, conduct audits in relation to your use of the Grant and/or compliance with this Grant Contract. You agree to act reasonably in cooperating with such audits, including by granting access to relevant documentation, premises and personnel.

27. You must take appropriate steps to monitor your own success in achieving the?Approved Purposes?and in using the?Property?for the?Approved Usage. On completing the?Project, you must submit your?Completion Report before we will release the final?Grant?payment.

Procurement

28. Before you start any phase of the work needed to achieve the?Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors’ fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.

29. If the?Approved Purposes?involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the?Application Guidance and Receiving a Grant?and Procurement Guidance available on our website.

Property

30. For the avoidance of doubt Property includes land and buildings, anything fixed to land such structures and statues, objects in a museum or library collection which are being acquired, restored, conserved or improved with our Grant and intangible or non-physical property which is being created.

31. You must continue to own the?Property?and keep exclusive control over what happens to it. Except as permitted under paragraph 43 (Digital Outputs), you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. Our approval may depend on any of the following requirements:

a) that you pay us a share of the net proceeds of selling or letting the?Property?within one month of parting with the assets or other goods;

b) that you sell or let the?Property?at its full market value; or

c) any other conditions we think fit.

32. We may claim from you an amount in the same proportion to the sale price as the?Grant?is to the original cost of the?Approved Purposes, or the portion of the?Grant?spent on the assets or goods concerned, whichever is the greater. If you applied for the?Grant?in accordance with the Heritage Enterprise?Application Guidance?the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in that guidance. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the?Grant?(or any part of it as we think fit) for any reason but it is for us to decide that.

33. We reserve the right to take security over the Property or your organisation’s undertaking at our option. If we exercise our right under this clause, the Grant (or any part of it which has not been disbursed) will not be disbursed until the documents needed to create the security have been completed to our satisfaction.

34. If the?Approved Purposes?include creating, repairing or restoring property, you must maintain the?Property?in good repair and condition after the work has been done. If the?Approved Purposes?include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the?Property?in accordance with the version of the relevant plan that we have approved.

35. You must insure the?Property?to the standard set out in (and use any proceeds of the insurance in line with) the?Application Guidance?as amended from time to time.

36. You must keep any objects or fixtures that form part of the?Property?in a physically secure and appropriate environment.

37. You must tell us, in writing, within five Working Days about any significant loss or damage to the?Property.

38. You must arrange for the general public to have appropriate access to the?Property and make sure that no person is unreasonably denied access to the?Property.

39. If the?Approved Purposes?involve using part of the?Grant?to buy, receive, create, restore, conserve or otherwise fund?Third Party Property?you must comply with our?Third Party Ownership Requirements.

Publicity and acknowledgement

40. We may make the purpose and amount of the?Grant?public in whatever way we think fit.

41. Once we have announced the?Grant, you must acknowledge the?Grant?publicly in line with the requirements set out in the guidelines on our website. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the?Grant, you must not issue any public statement, press release or other publicity in relation to the?Grant?or which refers to us, other than in a form we have approved beforehand.

42. You must also provide us with high resolution digital images of the?Project. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us. You must also apply the required?Creative Commons Attribution 4.0 International?(CC BY 4.0)?Open Licence?to the images.

Digital Outputs

43. You agree to:

a) grant us a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for the Term of the Grant Contract;

b) apply a?Creative Commons Attribution 4.0 International?(CC BY 4.0)?Open Licence?or equivalent, to all grant funded?Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below);

c) clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:

- code and metadata created in the course of the project; and
- Public domain assets or non-original digital reproductions of public domain assets;

d) obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0);

e) contract to the effect that any creation by you or on your behalf of material which forms?Digital Outputs?is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0?Open Licence?or equivalent;

f) ensure that the?Digital Outputs?are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the?Project?Completion Date;

g) comply with these?Standard Terms of Grant?in relation to the digital files that make up the?Digital Outputs?for the period agreed in the?Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the?Digital Outputs.?You must not release your project’s Digital Outputs on other terms without our

prior written consent;

h) ensure websites and website content meet at least W3C Double A accessibility standard; and

i) provide us with the web address or addresses (URL/s) of the site or sites that will host your?Digital Outputs?for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Grant payment and repayment

44. We will, up to the?Grant Expiry Date, pay you the?Grant?or any instalment of it in line with these?Standard Terms of Grant?and the procedures explained in?Receiving a Grant?as long as:

a) The National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time) and the Trustees of the National Heritage Memorial Fund continue to operate under the National Heritage Act 1980 (as amended from time to time);

b) enough funds are made available to us under the National Lottery Act or from other such other sources that are required to deliver our grant programmes; and

c) we are satisfied that you are achieving (and will continue to achieve) or have achieved the?Approved Purposes?in line with these?Standard Terms of Grant?and that you are spending the?Grant?in proportion to any partnership or any other funds you receive from other sources for the?Approved Purposes.

45. You acknowledge that the?Grant?is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.

46. You must repay to us immediately any?Grant?that we have paid you (and we will stop any future instalments of the?Grant) if:

a) you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;

b) your fail to use the Grant for the Approved Purposes unless agreed in advance by us;

c) you fail to keep to the Approved Usage unless agreed in advance by us;

d) you dispose of the Property without our permission;

e) you fail to provide us with information or carry out our reasonable instructions to address any issues with your Project;

f) you have, in our opinion, given us fraudulent, incorrect or misleading information or knowingly withheld relevant information that is relevant to the content of your Application;

g) you have acted negligently in any significant matter or fraudulently in connection with the?Approved Purposes?or the ?Approved Usage;

h) any competent authority, for example, a court, a public body, or local authority directs the repayment of the Grant, including circumstances where the Grant is deemed to be an unlawful subsidy;

i) there is a significant change in your organisational structure or status unless otherwise agreed with us;

j) you bring us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk;

k) we terminate or suspend any other grant we have given you;

l) you fail to make good progress with the?Project?or are unlikely in our view to complete the?Project?or achieve the Approved Purposes; or

m) you fail to keep to any of these?Standard Terms of Grant.

47. The Grant shall not be repayable under paragraph 46 in the following situations:

a) change of ownership of the Property;

b) material change in your organisational structure;

c) change to the Approved Purposes; and/ or

d) change to the Approved Usage;

provided you, or the new owner (if relevant), send us a request for consent to the change which we agree in writing. Our consent may be subject to conditions including requiring that you enter into a deed of variation with us or that the new owner enters into a novation agreement with us.

48. In the event of breach of any of the terms and conditions set out in this Contract, it shall be for us acting reasonably:

a) to determine whether the breach is capable of remedy; and

b) if the breach is considered by us to be capable of remedy, to notify you of the period within which the breach must be remedied to avoid the Grant becoming repayable in accordance with paragraph 46.

49. If you are a commercial organisation and applied for the?Grant?in accordance with the Heritage Enterprise? Application Guidance?you will be required at 5 and 9 years after the?Project Completion Date?to pay us a share of the? Project?net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your?Application. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.

50. If you achieve the?Approved Purposes?without spending the full amount of the?Grant, you must pay back the part of the?Grant?you have not spent. We will treat you as spending the?Grant?in proportion to other funds you were due to receive from other sources for the?Approved Purposes.

51. If you sell or otherwise part with all or part of the?Property?without our permission under paragraph 31, or you receive money in some other way as a result of you not following these?Standard Terms of Grant and any Additional Grant Conditions, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 46.

General terms

52. You may not, and must not claim to, transfer the?Grant?or any rights under the Grant Contract.

53. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under the Grant Contract and to give us the rights granted to us under them.

54. If there is more than one of you, any liability under the Grant Contract will apply to you all together and separately.

55. We may rely on any of our rights under these?Standard Terms of Grant?at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these?Standard Terms of Grant.

56. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these?Standard Terms of Grant?if we (or anyone we authorise) give it to you in writing.

57. All notices and other communications we or you send to each other under these Standard Terms of Grant (including any approvals or consents required from us) shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-Working Day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

58. Any documents you need to send us under these?Standard Terms of Grant?are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

59. Our staff, Trustees and advisers cannot give you professional advice and cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding you are still fully responsible for every part of your Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take proceedings against you.

60. Paragraphs 23(a) and (c), 31, 34 and 35 will not apply if your Project is for the Development Phase.

61. The?Term of the Grant Contract?will last for the period set out in the?Grant Notification Letter.

62. The Grant Contract?cannot be enforced by anybody other than you or us.