Terms and conditions of your grant: £10,000 to £250,000

30/01/2024

See all updates

Example terms and conditions that we use for grants between £10,000 and £250,000. If you are awarded a grant, your specific terms and conditions may differ from these.

Page last updated: 10 November 2026.

Definitions

These are the definitions for the important information related to your Project. When we refer to these words in the terms and conditions, this is what we mean:

'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 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 as part of Your Project Details.

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

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

Approved Usage – this means how you said you would use the Property after the Project Completion Date and applies until the end of the Grant Contract.

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 of money that we have awarded you to carry out your Project.

Grant Contract – this is made up of:

- your Project Details
- these terms and conditions
- any Additional Grant Conditions if applicable
- Receiving a Grant guidance, as amended from time to time
- your Application

Grant Expiry Date – the date by which you must achieve the Approved Purposes.

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

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

Project – the purposes we have approved as set out in the Application (taking account of any changes we and you have agreed in writing).

Project Completion Date – the date of the email 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 work with you throughout your project, including how we pay the Grant, monitor the Project and agree changes to the Grant.

Your Project Details – this is the page that you check and confirm important information about your Project including the Grant, Grant Expiry Date, Additional Grant Conditions and Approved Purposes.

Timings

1.1 Get your Grant payment

You must have requested and received 100% of your Grant by your Grant Expiry Date. After this date, your Grant offer expires, and we won't be able to make any more payments to you. If you think you need an extension to this date, contact your Investment Manager.

1.2 Deliver your Project

You must complete your Project by your Grant Expiry Date.

To complete your Project, you need to have:

- delivered all the work and activities in your Project
- provided evidence of how you spent the Grant, for all costs over £500
- completed and sent us your completion report
- evaluated your Project and sent us the evaluation report

How long the Grant Contract lasts

If your Project includes:

- Activities, like an exhibition, or an event with no Digital Outputs or capital works, these terms and conditions end on the Project Completion Date.
- Digital Outputs, like the creation of a website, these terms and conditions will apply for five years after the Project Completion Date, if you are a not-for-profit organisation. If you are a private individual or for-profit commercial organisation the terms and conditions will apply for five years after the Project Completion Date.

- Capital works, like a building or restoration, these terms and conditions will apply for five years after the Project Completion Date. If you are a private individual or for-profit commercial organisation the terms and conditions will apply for 10 years after the Project Completion Date.
- Buying a heritage item, land or building, these terms and conditions will apply indefinitely. If you want to sell, destroy or 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 or require share of proceeds in proportion to the value of the Grant.

Funding requirements

3.1 Projects must:

- only use our funding for the agreed Project costs and Approved Purposes
- only start work after we have confirmed in writing that the Project can start
- finish on or before your Grant Expiry Date
- acknowledge the Grant publicly in line with the requirements set out on our website and any other requirements we may tell you about from time to time, including sending us digital images of the Project, with the agreed relevant permissions
- demonstrate current industry standards and best practice in your area of heritage
- follow any Additional Grant Conditions (if applicable) and meet the requirements set out in the Programme Application Guidance, Receiving a Grant guidance and any other guidance published on our website which is relevant to the Project
- follow all relevant legislation and regulations, for example, this could be listed building consent or planning permission
- provide regular financial and project progress reports
- undertake ongoing evaluation reporting and produce a final evaluation report at the end of the Project,
- following completion of the Approved Purposes, continue to use the Property for the Approved Usage (this will not be applicable if your Project is activity only)

You acknowledge that the Grant comes from public funds and you must ensure that the Project does not put us in breach of the UK's domestic obligations under the Subsidy Control Act 2022 or international obligations in respect of subsidies. You will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist us to comply with the same and respond to any proceedings or investigation(s) into the Project by any relevant jurisdiction or regulatory body.

3.2 Organisations must:

- maintain sound administration, accounting and audit process
- agree to follow a whistleblowing process to report if the dignity, safety, security and well-being of end-users is not met
- 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
- follow and comply with all applicable laws, statutes and regulations that apply to your organisation. This includes (but is not limited to):
    - anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010

    - data protections laws including the UK GDPR and Data Protection Act 2018. For the purpose of the 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 the 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 the Grant Contract to incorporate appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by the Data Protection Legislation
    - safeguarding policies and procedures where applicable
- behave ethically by following the 7 principles of public life and make sustainable choices to reduce your Projects impact on the environment
- follow the government Code of Conduct that sets out the standard of behaviour for people or organisations that receive government grants
- 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)
- 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, H M Revenue & Customs or any other regulatory body

3.3 Monitoring your Project

We may ask to visit your Project, inspect the Property, or see documents or information about your Project, so that we can provide appropriate support, and to ensure that you are:

- delivering your Project and using the Property in accordance with your Application, with any changes we have agreed
- identifying and managing risks, including Project, financial and fraud risks (it is important that you notify us of all actual or suspected cases of fraud, theft or financial irregularity relating to the Project)
- correctly accounting for spending any budget
- keeping to the Approved Usage following the Project Completion Date

You must take appropriate steps to monitor your own success in achieving the Approved Purposes and it is important that you provide us with information when asked, address any issues, and take into account any recommendations we make, in the course of monitoring.

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

3.4 If you’re buying goods, works or services

If the Grant is used to buy goods or services, you must carry out a tendering exercise in line with the requirements set out in the Receiving a Grant?guidance.

3.5 If you’re producing Digital Outputs

Digital Outputs include things like photographs, documents, code, websites, digital archives, sound and video recordings or audio-visual installations.

If your Project includes Digital Outputs, by accepting these terms you also agree to:

- Release all Grant funded Digital Outputs under our default licence, Creative Commons Attribution 4.0 International (CC BY 4.0) or equivalent, except code and metadata which should be marked with a Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication or equivalent. Assets already in the public domain cannot be included in our required licence, so should be marked with a Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent.
- No new rights arising in non-original materials resulting from the reproduction of public domain works supported by grant funding. Digital reproductions of public domain materials, including photographic images and 3D data, should be shared under a CC0 1.0 Public Domain Dedication.
- Be the rightsholder of any original Grant funded materials you can produce. Where other people contribute materials to the Project, or the Project makes use of pre-existing materials, it will be your responsibility to get permission from the rightsholder to apply our default licence.
- Ensure that the Digital Outputs are kept up-to-date, function as intended and do not become out-of-date before five years after your Project Completion Date, (or where the lead applicant is a private owner of heritage, for 10 years from the Project Completion Date),
- Ensure websites and website content meet at least W3C Single A accessibility standard.
- Provide us with the web address or addresses (URL/s) of the site, or sites, that will host your Digital Outputs, and update these if materials are relocated.
- Ensure free and unrestricted online access to the Digital Outputs.

You must not release your Project's Digital Outputs on other terms without our prior written consent.

3.6 If your Project includes Property

Property includes:

- land and buildings
- anything fixed to land such as structures and statues
- objects in a museum or library collection which are being acquired, restored, conserved or improved with our Grant
- intangible or non-physical property which is being created such as copyright in a book or in a digital database

You must continue to own the Property and keep exclusive control over what happens to it. This means you must not sell or lease the Property. Other than as permitted in the Digital Output section, shown above, you must not sell, let or part with it or any interest in it, or give any rights over it to anyone else, or take steps to do so, without our approval beforehand.

Our approval may depend on the following:

- 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
- that you sell or let the Property at its full market value
- any other conditions we think apply

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 Project, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. 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) but it is for us to decide.

You must:

- maintain the Property in good repair and condition. If necessary, you must also keep any objects or fixtures that form part of the Property in an appropriate and secure environment
- insure the Property to the standard set out in, and use any proceeds of the insurance in line with the Programme Application Guidance
- tell us promptly of any significant loss or damage to the Property
- 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,
- arrange for the general public to have appropriate access to the Property and that no person is unreasonably denied access,
- you must use the Property, or allow it to be used, only for the Approved Usage.
- 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 the requirements set out in the Programme Application Guidance and Receiving a Grant guidance relating to the contractual arrangements we expect you to enter into with the third party

Grant payment

We will pay you the Grant following these terms and conditions and the procedures explained in the Receiving a Grant guidance as long as the National Lottery operates under the National Lottery etc. Act 1993 (as amended from time to time) and the Trustees of the National Heritage Memorial Fund operate under the National Heritage Act 1980 (as amended from time to time), and;

- 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)
- we can see that your Project is delivering, or has delivered, the Approved Purposes, and that you are spending the Grant in proportion to any partnership or other funding for the Project
- where it is possible we will give you at least 3 months' notice if we need to stop your Grant funding.

4.1 What happens if you underspend your Grant

If you complete the Project without spending the whole Grant, you must return the unspent amount to us immediately.

4.2 What happens if you overspend your Grant

We are unable to increase the Grant due to overspending. You should contact us if you anticipate overspending your Grant.

4.3 When you might need to repay your Grant

There are certain situations in which you will need to repay any Grant already received, and future payments will be suspended or stopped. In these circumstances, it is important to remember that as a public body we will act reasonably and fairly. Before we stop any funding we might ask you to carry out certain steps, take certain action or provide us with information. We will give you a reasonable opportunity to take these steps before we take any action.

Circumstances include, if:

- you stop operating, or become insolvent, including if you are declared bankrupt or placed into receivership, administration or liquidation
- you fail to use the funding for the Approved Purposes unless agreed in advance by us
- you fail to keep to the Approved Usage unless agreed in advance by us
- you dispose of the Property without our permission
- you fail to provide us with information or carry out our reasonable instructions to address any issues with your Project
- we believe you have given us fraudulent, incorrect or misleading information, or knowingly withheld relevant information
- you have acted negligently in any significant matter or fraudulently in connection with the Project
- 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
- there is significant change in your organisation structure unless otherwise agreed with us. For example, if you decide to change your informal club, group or association to become a Charitable Incorporated Organisation (CIO) or a charitable company. It would also include a significant change in your governance, board or committee
- you bring us, or the National Lottery, into disrepute through things you do or fail to do
- we consider your action or inaction puts public funds at risk
- we terminate or suspend any other Grant we have given you
- we feel you have not made good progress with your Project or are unlikely to complete the Project or deliver the Approved Purposes
- you fail to keep to any of these terms and conditions.

If you fail to repay the Grant then the sum will be recoverable summarily as a civil debt.

The Grant shall not be repayable in the following situations, if you, or the new owner (if relevant), send us a request for consent to the change which we agree in writing, a:

- change of ownership of the Property
- material change in your organisational structure
- change to the Approved Purposes
- change to the Approved Usage

If you think that any of the above applies to your Project, please contact us.

General conditions that apply to your Grant

- we may make the purpose and amount of the Grant public in whatever way we think fit

- you must not transfer the Grant or any rights under these terms and conditions
- you must take all steps and sign and date any documents as may be necessary to carry out your obligations under these terms and conditions and to give us the rights granted to us under them
- if there is more than one of you, any liability under these terms and conditions will apply to you all together and separately
- we may rely on any of our rights under these terms and conditions 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 terms and conditions
- any documents you need to send us under these terms and conditions 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
- these terms and conditions cannot be enforced by anybody other than you or us
- 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

Check and confirm your agreement

To be able to release payment of your Grant, you now need to check and confirm the following statements.

6.1 Agree to the terms and conditions you have read

- I confirm that the activity in the Project falls within the purposes and powers of the organisation and that the organisation has the power to accept and pay back the Grant
- I confirm that we will keep to the terms and conditions
- I confirm that, as far as I know, the information supplied is true and correct and that anything supplied in future will be true and correct
- I understand that any information submitted to The National Lottery Heritage Fund could be shared publicly if it is subject to a request under the Freedom of Information Act 2000 or Environmental Information Regulations 2004
- I take full responsibility for ensuring that the bank details provided by my organisation are correct, I also confirm that the bank account details provided by our organisation have been checked by more than one individual to ensure accuracy.
- I confirm that I have read the Grant Contract with the Trustees of the National Heritage Memorial Fund who administer funding through The National Lottery Heritage Fund. I agree, on behalf of the organisation, to be contractually bound.

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.