



## Breathing Places application form phase three

### Welcome to the Breathing Places grants programme

You can also get this form in other formats by calling us on the helpline 0845 367 0610 (textphone 0845 602 1659, for those with a hearing impairment).

Before completing your application, please make sure you have read the guidance notes. These will help you fill in the form. There is also additional guidance attached to specific questions.

The questions in this application form will allow us to gather information we need to decide whether to fund your project.

Please write clearly in black ink or type. If you make any mistakes, please cross through these. Do not use correction fluid as this will invalidate your application.

### Where to send your Breathing Places grants programme application

Please post your application to:

Breathing Places  
Big Lottery Fund  
2 St James' Gate  
Newcastle upon Tyne  
NE1 4BE

Telephone: 0845 367 0610 for queries while completing your application form  
Telephone: 0191 376 1600 for queries after your application form has been posted  
Minicom: 0191 376 1776

**Your complete application must be received no later than noon on Friday 18<sup>th</sup> January 2008. Please note that we will not accept electronic or faxed versions of the application form or any supporting materials.**

**We will not consider any applications received after the deadline above.**

## About your organisation

### Unique Reference Number (office use only)

### Q1 About your organisation

Name of your organisation

Address of your organisation

BY INCHTURE PERTHSHIRE	Postcode	PH14 9SU
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Website address

Email address

Please tell us what type of organisation you are by ticking and filling in any relevant boxes.

Voluntary and community sector	<input checked="" type="checkbox"/>		
School	<input type="checkbox"/>	Type of school	<input type="text"/>
Health body	<input type="checkbox"/>	Type of health body	<input type="text"/>
Town council	<input type="checkbox"/>		
A parish council in England	<input type="checkbox"/>		
A community council in Wales	<input type="checkbox"/>		
A district council in Northern Ireland	<input type="checkbox"/>		
A community council in Scotland	<input type="checkbox"/>		
Other	<input type="checkbox"/>	Please describe	<input type="text"/>
Statutory body, not listed above	<input type="checkbox"/>	Please describe	<input type="text"/>

Does your organisation have a charity, company or other reference or registration number? If so, please write it below. If your organisation is unincorporated and not registered as a charity, please tick the box provided.

Charity number	<input type="text"/>	HMRC charitable status number	<input type="text"/>
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Company number	<input type="text" value="SC301351"/>	Other (please specify)	<input type="text"/>
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Unincorporated and not registered as a charity

If you are an unincorporated association and not registered with the Charity Commission or the Office of the Scottish Charity Regulator (OSCR), send us a copy of your governing document (for example, your constitution, set of rules or trust deed) or, if your organisation is based in Northern Ireland, your governing document or confirmation that you are registered with HM Revenue and Customs as exempt for tax purposes.

When did your organisation start?

Month/Year

04/06

If you are a branch of or related to a larger organisation, please tell us which one. You can find out more information in the guidance notes.

### Q2 Main contact for this application

This must be someone from your organisation who can talk about your project and can be contacted during normal office hours.

This person must also sign the checklist at the back of this application at the bottom of the Checklist and enclosures page.

Title

Mr

First name

Malcolm

Surname

McSwan

Position held in organisation

Company Secretary

Contact address - where all correspondence will be sent (if different from the address of the organisation given in Q1)

Postcode

Date of birth

Email

acc@abernyte.org

Telephone

Day

Evening

Home address – if different from the contact address above. This must be the main contact's residential address.

Postcode

Please tell us if you need to communicate with us using any of the following:

Textphone

Sign language

Other language  
(please specify)

Other (please specify)

(For use in Wales only) In which language would you like us to communicate with you?

English  Welsh

**The main contact must complete and sign the checklist at the back of this application at the bottom of the Checklist and enclosures page.**

### About the project or activities you are planning

#### Q3 About your breathing place

Please see the guidance notes before answering these questions.

What is the name of your breathing place?

Glebe Millennium Walk

Have you registered your breathing place with the BBC? Yes  No

If yes, what is your Partner ID number?

In which country of the United Kingdom is your breathing place?

Tick one box only. If your breathing place is in more than one country, please tick the box for the country where most of the project activities will take place.

England  Scotland  Wales  Northern Ireland

In which local authority area is your breathing place?

For England please tell us the district council, county council, unitary authority, metropolitan authority or London Borough. For Northern Ireland tell us the borough, city or district council. For Wales and Scotland tell us the unitary authority.

Perth and Kinross

If your breathing place is in England, in which region is it?

Tick one box only. If your breathing place is in more than one region, please tick the box for the region where most of the project activities will take place. See the guidance notes to help you find your region.

Eastern  East Midlands  London   
North East  North West  South East   
South West  West Midlands  Yorkshire and the Humber



If Yes, what other permissions will you need?

**Q4 How will you ensure that there is an appropriate level of public access to your breathing place?**

Please see the guidance notes before completing this question.

The Millenium Glebe Walk currently operates an open access policy - anyone who desires to can use this space.

It is intended through this application by the environmental and access improvements to cater for a wider range of people in particular those who have partial or limited mobility to enjoy this open and tranquil space.

**Q5 When are you planning your project or activities to take place?**

You must be able to start your project within six months of receiving an award letter. You must also spend all of the grant money on the project by June 2009. Remember that you will not hear a decision on your application until June 2008.

Start date (month/year)

End date (month/year)

## **Q6 What activities will take place if you receive a grant?**

This question is important. Please be specific about what you will do and how you will do it. It may help if you list all the activities explaining how you will do each one. You may also like to describe your breathing place. If you want to send us additional information about your breathing place, such as photographs, please do so. We will not be able to return these.

The Glebe Millenium Walk is an area of ground along the road to the church in Abernyte. It is bounded by fields and there is one neighbouring house on the same side of the road. The attached map shows the location. There is a long grassed uneven footpath up to the walk by the side of a field which is fenced (post and wire) on one side with the other boundary formed by a dry stone wall and mature trees. A seat has been created in the drystone wall half way up the path. Once the bottom of the hill is reached a reasonably wide gravel path winds up the hill which has three seating areas off it so people can relax and enjoy the views. There is a subsidiary steeper path that is really a grass track between the trees and shrubs. At the top of the walk there is a small stone fort built for young people to play around and more seating. A wooden stile leads over to the adjacent field and up to the woodland at the top of Abernyte Hill. There is a small tepee build from wood for the youngsters to play in enroute to the top of the hill. Some photographs are attached for information.

The activities that will take place can be broken down into three categories: environmental, access improvements and educational.

**Environmental:** The Glebe Millennium Walk was established in 2000 as part of the year 2000 celebrations. The community have worked since then to improve the environment through creating access walkways, planting of trees and shrubs, provision of seating and play areas for younger people. The community has also engaged in a yearly maintenance programme for the Glebe Millennium Walk which is ended with a barbeque to reward volunteers for their hard work. A local specialist has done an assessment report which shows how this work has helped improve the environment at the Glebe Millennium Walk and also details a number of desired improvements to aid the biodiversity in this area. A copy of this report is attached for your information and the improvements recommended include: some felling of existing trees, planting of new trees and plants, installation of bird and bat boxes. It is planned to specifically target red line species such as tree sparrows that we know have a small presence in the local area. A water collection point will be installed to provide a local water source to ensure plants and shrubs remain well watered as they bed in on this sloping ground.

**Access Improvements:** Access to the Glebe Millennium Walk is currently by means of a grassed uneven path that tends to get waterlogged at times. It is proposed to improve this by levelling out the path and installing an appropriate surface following consultation with Scottish Natural Heritage up to the base of the first walkway that winds up over the hill. This would be done in conjunction with local farmers through the installation of appropriate drainage and preparation of the ground to make it more level with an improved hardwearing path.

**Educational:** The attached report also recommends the engagements in local people including school pupils in making up and placing of the bird boxes.

The installation of remote webcams in some bird boxes order to watch fledglings being reared with a link to the community website is also another educational benefit envisaged.

There is already a good nature watch section on the abernyte.org website where many members of the community input their information and an annual report is also posted there on the local

Abernyte area.

As indicated in the report attached this will continue to be monitored, recorded and reported on through the website and at AGM.

A subsidiary and linked project funded by the community and outwith this application is planned to build and install bird and bat boxes in local residents gardens. It is hoped that this will also give further evidence of an increased and diverse bird/bat population locally.

**Q7 Explain how you know that people in your community want this project**

What evidence have you collected? This may include research or consultation you have carried out yourself, or carried out by other organisations (for example, the local authority).

Abernyte Community Company has a membership that represents almost 40% of the local population and the stated aims of the company include environmental improvements, health and well being and promoting educational opportunities. The membership includes both adults and youths. At Annual General Meetings of Abernyte Community Company the shareholders in the organisation expressed desire for the Directors of the company to investigate as many means as possible to enhance the local environment.

The volunteers that regularly turn out to help and assist with the maintenance of the walk shows tangible support for maintenance of the Glebe Millennium Walk.

At the Annual General Meeting of the Abernyte Heritage Group in November 2007 (copy of minutes available on abernyte.org website) the Breathing Places initiative was raised and discussed. Following further discussion about the application between the Abernyte Heritage Group and Abernyte Community Company it was considered that this could more appropriately be done through the more formal structure of Abernyte Community Company. Abernyte Heritage Group was instrumental in establishing Abernyte Community Company as a properly constituted company with memorandum and articles with one of its specific remits to seek to improve the local environment and interface with external organisations. (copies of memorandum, articles and minutes available on abernyte.org)

**Q8 What other organisations will you be working with and how will they be involved?**

We will give priority to projects that are working in partnership with other organisations. If you are working with other organisations on this application, the organisation that makes this application must be the lead organisation.

Abernyte Heritage Group - who first created and established the walk and have shared responsibility for the payment of public liability insurance for the Glebe Millennium Walk with Abernyte Community Company.

What experience does your organisation, or the organisation(s) that you are working with, have of working to conserve or enhance the natural environment? How will you ensure your project follows good practice for working with the natural environment?

The Directors of Abernyte Community Company include the ex Chairman of Central Scotland Countryside Trust and a former Police Wildlife Protection Officer.

In addition there are a number of local experts that live in the area and have close links with the following groups that, if this application should succeed, we would seek to work with:

- Local Biodiversity Action Group - members live locally
- Bat Group Perth - local bat expert lives in the community
- Local Bird Ringing group (Tay Ringing Group) - members stay locally
- Scottish Wildlife Trust
- Scottish Natural Heritage
- Young Farmers Association
- Local Farmers

Chairperson of National Council for the Conservation of Plants and Gardens is a member and lives locally

These organisations and individuals are willing to provide advice and guidance to the Community Company to ensure that all work carried out at the Glebe Millenium Walk is undertaken and maintained in accordance with good practice.

A copy of the report on the walk attached to this application shows that the area is monitored and improvements suggested to enhance the biodiversity and enjoyment of the area.

**Q9 About your beneficiaries**

How many people do you expect to benefit directly from your project? 500 plus  
 An estimate is fine if you cannot be exact, but please give a figure.

How many organisations do you expect to benefit directly from your project? 10 plus  
 An estimate is fine if you cannot be exact, but please give a figure.

**Q10 About volunteers**

Tell us how many volunteers will be involved in your project.

An estimate is fine if you cannot be exact, but please give a figure.

Volunteers (10 hours per week, or more)

Volunteers (fewer than 10 hours per week) 30

**Q11 What, if any, special health and safety matters are related to your project or activities? If your project is working with children, how will they be kept safe?**

These could relate to participants, organisers and the general public. If your project works with children, you must have a child protection policy.

Before any work is undertaken a full risk assessment will be undertaken to ensure safe working practices are employed. There are a number of people living locally that are qualified to undertake this responsibility. Any recommendations arising from the risk assessment report will be implemented. Only safe working methods will be employed and appropriate personal protective equipment will be made available to volunteers.

It is planned that any work specifically with children will be done in conjunction with the local primary school. A number of directors and members of the community company have been disclosure checked by their employers and others have full child protection qualifications. For appropriate work at the Glebe Millennium Walk any children would be under the direct supervision of their parents or responsible adults.

Please tick the boxes below if your organisation has any of the following:

Public liability insurance

Child protection policy and procedures

Other insurance (specify)

## Meeting our programme outcomes

**Q12 Tell us how your project will meet the outcomes of the Breathing Places grants programme. You must meet at least two of these outcomes.**

**Outcome one** – The natural environment of the breathing place is developed to encourage plant life and animals.

Improve the biodiversity of rough grassland through thinning of trees, planting more appropriate tree species, planting a range of flowering plants to encourage insect diversity and improve food supply for nesting birds.

Targetting red line species to use the Glebe Millennium Walk as we are aware of some in the local area

Reintroduce native trees and flowers as part of the planting programme

Provide habitats to encourage birds to nest and summer sites for bats to roost, mate and rear young.

Use of professional advice to ensure all proposed developments will enhance the biodiversity in the area

**Outcome two** – People in the local community make more and better use of the breathing place.

Better access for all with improved access for people with partial or limited mobility

Availability of information on website

Encourage more groups and individuals on countryside runs to access the Glebe Millennium Walk through generating publicity about the improved facilities at the walk.

**Outcome three** – People in the local community are more engaged in developing and maintaining the breathing place.

Anticipate a greater awareness beyond the parish of Abernyte about the Glebe Millennium Walk and more people accessing the facilities.

Also anticipate more people willing to become involved in maintaining the wider range of facilities and an increased interest generated through attracting more wildlife and flora in the area. There is already a core group of people who assist with the annual maintenance of the walk. One aim is to attract red line species to the Glebe Millennium Walk as we know there are some in the local area.

The supplementary and linked project not seeking funding through this application will involve local residents in building and placing bird/bat boxes in their gardens and it is intended that these will be monitored, recorded and reported on as an extension to the research work taking place on the Glebe Millennium Walk. This will engage local people directly and encourage further interest in the Glebe Millennium Walk.

## Your project budget

### Q13 How much is your project going to cost and how much do you need from the Breathing Places grants programme?

Please give as much detail as you can. To support your costings you may wish to send us the quotes that you have based them on. Give the total cost for your project in column A and put how much you want from us in column B. The total cost of the project must not be more than £25,000 including VAT. The total requested from us must be between £1,000 and £10,000 including VAT.

Item or activity	A Cost	B Requested from the Breathing Places grants programme
Disability access and pathway improvements	£3500	£2540
Selective clearing and felling	£850	£610
Planting trees and shrubs	£950	£250
Nest and bat box programme	£4502	£2522
Box building events	£380	£140
Web cam installation	£1160	£800
Monitor, report and website update	£970	£250
	£	£
	£	£
<b>Totals</b>	<b>£12312</b>	<b>£7112</b>

If the total in column A is higher than the total in column B, where is the rest of the funding coming from? Please tell us if you already have this money.

The total in column A is higher than B due to the value of our own labour which will be put into the project. We have used a conservative average rate of £10 per hour as our volunteers cover a wide selection of professions and expertise from University professors, teachers and doctors to retired individuals. The market value of their time would be very high indeed. Times have been based on a 6 hour man day.

Abernyte Community Company has a budget of £150 for health and safety personal protective equipment. These funds are available for this project and would have been added to this application had they not already been covered.

Abernyte Heritage Group has approximately £400 reserved for the future maintenance of the Glebe Millennium Walk. These funds are available and will be used to sustain the work undertaken as part of this project.

**Q14 What contribution are you making towards this project?**

This might be in cash or in kind, such as volunteer time or donations other than money; for example equipment.

Volunteer time - many expert and knowledgeable individuals are members of Abernyte Community Company and regularly assist in work at the Glebe Millennium Walk.  
Abernyte Community Company has budget to provide some personal protective equipment (£150)  
Physical location of equipment in members houses e.g. server to link to website to provide images for the website  
Financial contribution from Abernyte Heritage Group towards the linked and subsidiary project of installing bird/bat boxes in local residents gardens.  
Also Abernyte Heritage Group has funds allocated for future maintenance of the Glebe Millennium Walk

**Q15 Provide the following details from your most recent annual accounts:**

All organisations (including schools) that have run for one year or more must complete this question. If you have been running for less than one year, do not complete this but remember to submit a financial projection.

Account year ending	(Day/Month/Year)	Financial Projection submitted
Total (gross) income		£
Total expenditure		£
Balance at year end		£
Savings (reserves, cash, investments)		£

**Q16 Tell us if your organisation has applied for or received a Lottery grant before**

This relates to any Lottery grant including applications made to phase one or phase two of the Breathing Places grants programme. Continue on a separate sheet if necessary.

If you have already received a grant from us for a Breathing Place please give us the details:

Unique Reference Number

for example:

BRE/1/0102345678

	Breathing Place location
BRE/	

Please explain how the location of your proposed new project is clearly distinct from the original project site for which you received an award from us?

Please explain how the target communities or groups for your new project are clearly distinct from those involved with the original project for which you received an award from us?

If you have applied for or received any other Lottery grant please give us the details:

Lottery funder	Reference number	Successful?		Amount Awarded
		Y	N	
		<input type="checkbox"/>	<input type="checkbox"/>	£
		<input type="checkbox"/>	<input type="checkbox"/>	£
		<input type="checkbox"/>	<input type="checkbox"/>	£
		<input type="checkbox"/>	<input type="checkbox"/>	£

**Q17 How many people are involved in running your organisation?**

You must have at least three committee members who are unrelated to each other.

**Management committee** 
                 
 **Volunteers** 
                 
 **Other**

## Additional information about the people who will benefit from your project

Please note that this information is being gathered for monitoring purposes only and will not be used to assess your application. Complete all questions to the best of your knowledge.

### A1. Ethnic background of direct beneficiaries

Is your project directed at, or of particular relevance to, people from a specific ethnic background?

Yes  No

If you have answered 'No', please go to question A2. If you have answered 'Yes', please indicate the ethnic background of the people who will benefit from your project, ticking up to three categories. Please only complete the section relevant to your country.

**Please complete the section below if your breathing place is in England.**

<b>White</b>		<b>Asian or Asian British</b>		<b>Black or Black British</b>	
British	<input type="checkbox"/>	Indian	<input type="checkbox"/>	Caribbean	<input type="checkbox"/>
Irish	<input type="checkbox"/>	Pakistani	<input type="checkbox"/>	African	<input type="checkbox"/>
Any other White background	<input type="checkbox"/>	Bangladeshi	<input type="checkbox"/>	Any other Black background	<input type="checkbox"/>
		Any other Asian background	<input type="checkbox"/>		
<b>Mixed</b>				<b>Other ethnic background</b>	
Mixed ethnic background	<input type="checkbox"/>			Chinese	<input type="checkbox"/>
				Any other	<input type="checkbox"/>

**Please complete the section below if your breathing place is in Wales.**

<b>White</b>		<b>Asian, Asian Welsh or Asian British</b>		<b>Black, Black Welsh or Black British</b>	
Welsh	<input type="checkbox"/>	Indian	<input type="checkbox"/>	Caribbean	<input type="checkbox"/>
Other British	<input type="checkbox"/>	Pakistani	<input type="checkbox"/>	African	<input type="checkbox"/>
Irish	<input type="checkbox"/>	Bangladeshi	<input type="checkbox"/>	Any other Black background	<input type="checkbox"/>
Any other White background	<input type="checkbox"/>	Any other Asian background	<input type="checkbox"/>		
				<b>Chinese, Chinese Welsh, Chinese British or other ethnic background</b>	
<b>Mixed</b>				Chinese	<input type="checkbox"/>
Mixed ethnic background	<input type="checkbox"/>			Any other	<input type="checkbox"/>

**Please complete the section below if your breathing place is in Scotland.**

<b>White</b>		<b>Asian, Asian Scottish or Asian British</b>		<b>Black, Black Scottish or or Black British</b>	
Scottish	<input checked="" type="checkbox"/>	Indian	<input type="checkbox"/>	Caribbean	<input type="checkbox"/>
Other British	<input checked="" type="checkbox"/>	Pakistani	<input type="checkbox"/>	African	<input type="checkbox"/>
Irish	<input checked="" type="checkbox"/>	Bangladeshi	<input type="checkbox"/>	Any other Black background	<input type="checkbox"/>
Any other White background	<input checked="" type="checkbox"/>	Chinese	<input type="checkbox"/>		
		Any other Asian background	<input type="checkbox"/>		
<b>Mixed</b>				<b>Other ethnic background</b>	
Mixed ethnic background	<input type="checkbox"/>			Any other ethnic background	<input checked="" type="checkbox"/>

**Please complete the section below if your breathing place is in Northern Ireland.**

White	<input type="checkbox"/>	Pakistani	<input type="checkbox"/>	Black Other	<input type="checkbox"/>
Chinese	<input type="checkbox"/>	Bangladeshi	<input type="checkbox"/>	Mixed ethnic group	<input type="checkbox"/>
Irish Traveller	<input type="checkbox"/>	Black Caribbean	<input type="checkbox"/>	Any other ethnic group	<input type="checkbox"/>
Indian	<input type="checkbox"/>	Black African	<input type="checkbox"/>		

**A2. Gender**

Is your project directed at, or of particular relevance to, people of a specific gender?

Yes  No

If 'Yes', please tick

Male  Female

**A3. Age**

Is your project directed at, or of particular relevance to, people of a particular age group?

Yes  No

If 'Yes', please tick      0-24 years  25-64 years  65+ years

**A4. Disability**

Is your project directed at, or of particular relevance to, people with disabilities?

Yes  No

**A5. Welsh language (for use in Wales only)**

Please indicate how many of the people who will benefit from your project speak Welsh by ticking one of the boxes below:

All  More than half  Less than half  None

**A6. Community background (for use in Northern Ireland only)**

Please indicate which community those benefiting from your project mainly belong to by ticking one of the boxes below:

- Mainly Protestant (more than 60 per cent)
- Mainly Catholic (more than 60 per cent)
- Both Catholic and Protestant (less than 60 per cent each)
- Neither Catholic or Protestant

**A7. Faith**

Is your project of particular relevance to people of a specific faith?

Yes  No

If 'Yes', please indicate the faith of the people who will benefit from your project (you may select more than one box).

- Buddhism
- Christian
- Hindu
- Jewish
- Muslim
- Sikh
- Other

**A8. Sexual orientation**

Is your project directed at, or of particular relevance to, lesbian, gay or bisexual people?

Yes  No

## Your independent referee

### Q18 Independent Referee

If you are a voluntary or community sector organisation you must provide us with details of an independent referee. Your referee must be a person with a professional or public position whose status we can check. They must be completely independent of your organisation, but know its work well and know about the project for which you are requesting funds.

Title	First name	Surname
Dr	John	Hulbert
Employer	Occupation	
	Provost, Perth & Kinross Council	
Job title	Email	
Membership of a professional body	Membership Number	
Qualified Medical Practitioner		
Date of birth		
Business address		
Perth and Kinross Council		
2 High Street		
Perth	Postcode	

Telephone Day  Evening

How long have you known the organisation? Years  Months

How do you know the organisation applying?

I have read the application and I support this request for funding. I am willing to be contacted to discuss this application and at a later date to comment on the grant, if this application is successful.

Signed

Date



Telephone Day  Evening

Date of birth

Contact address – where correspondence will be sent to (if different from residential address).

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

The second senior contact **must** also sign the Grant Agreement towards the end of this application.

## Important information

### **Data Protection Act**

We will use the information you give us on the application form and supporting documents during assessment and for the life of any grant we award you to administer and analyse grants and for our own research.

We may give copies of this information to individuals and organisations we consult when assessing applications, when monitoring grants and evaluating the way our funding programmes work and the effect they have. These organisations may include accountants, external evaluators and other organisations involved in delivering the project. We may also share information with other Lottery distributors, government departments, organisations providing matched funding and other organisations and individuals with a legitimate interest in Lottery applications and grants, or for the prevention or detection of fraud.

We may use the data you provide for our own research. We recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law.

### **Freedom of Information Act**

The Freedom of Information Act 2000 gives members of the public the right to request any information that we hold. This includes information received from third parties, such as, although not limited to, grant applicants, grant holders, contractors and people making a complaint.

If information is requested under the Freedom of Information Act we will release it, subject to exemptions; although we may consult with you first. If you think that information you are providing may be exempt from release if requested, you should let us know when you apply.

### **Declaration**

We will take your signatures on this form as confirmation that you understand our obligations under the Data Protection Act 1998 and the Freedom of Information Act 2000 and that you accept that we will not be liable for any loss or damage to you pursuant to our fulfilment of our obligations under the relevant law.

## Grant Agreement

**This Grant Agreement forms part of your application. Please do not remove these pages.**

The senior contact(s) must sign the Grant Agreement at the end.

### Definitions

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means 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 question 6 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 In general

**1.1** We will use the grant exclusively for the project as set out in question 6 in our application form. 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 or our executive team, if we are a statutory organisation, 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 within one year of the grant award.

**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** If our project is based in Wales we will operate, where possible under the recommendation set out in the Big Lottery Fund's Welsh Language Scheme. We will take into consideration the linguistic needs of the beneficiaries of the project and the wider community and act accordingly.

**2.9** 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.

**2.10** 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.

**2.11** 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.

**2.12** 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 an 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.

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

**2.14** 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.

**2.15** 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, (unless we are a statutory organisation) 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 Charity Regulator, HM Revenue and Customs 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 organisation’s annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, 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 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.

**5.4** 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.

**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). 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** 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.

## **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 ATMs 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.

## **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 two years 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, HM Revenue and Customs 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.

## Declaration

### **IMPORTANT – This declaration must be signed by the senior contact(s) named in question(s) 19 (and 20)**

We confirm that the organisation named in question 1 of this application form has authorised us to sign this agreement on their behalf.

We certify that the information given in this application is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.

We certify that we have applied or will apply for any permissions necessary for the project described in question 6 of this application. We certify that we will be able to use the land for the project described in question 6 for at least two years from starting the project.

We understand that any grant will be subject to terms and conditions and we confirm that the organisation has the power to accept this grant if the application is successful and to repay it if the conditions are not met.

We have not altered or deleted the original wording and structure of this application form as it was originally provided or added to it in any way.

We understand that you require each signatory to this form to provide their full name, home address (unless signing on behalf of a statutory body) and date of birth for fraud prevention and detection purposes.

We confirm that our organisation has the legal power to set up and deliver the project described in this application form.

### **Senior contact**

Name	<input type="text" value="Helen Richardson"/>		
Position held in organisation	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>

### **Second senior contact (for companies only)**

Name	<input type="text" value="Gordon Nicoll"/>		
Position held in organisation	<input type="text"/>		
Signed	<input type="text"/>	Date	<input type="text"/>

## Bank and building society account details form

This form is only required from voluntary or community sector organisations.

**Guidance notes follow after this form and continuation sheet overleaf.**

### Section A (for completion by the applicant organisation)

Name of bank or building society you hold an account with

Account name (as shown on your bank statement)

Bank or building society account number

Sort code  Building society roll number

What postal address including full postcode does the bank or building society have on record for this account?

<input type="text"/>	
<input type="text"/>	Postcode

How many people have to sign each cheque or withdrawal from the account?  Date account was opened Day/Month/Year

**Give details of all the people who can sign cheques or withdrawals from this account. You can add signatory details to the continuation sheet if necessary, obtaining the bank verification and stamp on each sheet.**

Full name  Position in organisation  Date of birth

Home address (including postcode)  Signature   
 Postcode

Full name  Position in organisation  Date of birth

Home address (including postcode)  Signature   
 Postcode

### Section B (for completion by your bank or building society)

To: The manager, applicant's bank or building society

Please check the above details. If they are correct, stamp and complete the declaration below, doing the same for any continuation sheets, and return to the account holder to send with their grant application for funding.

I confirm that the account named above exists and is active and that the details given are correct.

Name  Position in bank  Date

Signed

Official bank stamp (please also record the bank address if not on your official stamp)

**You must send us this original form when you apply. Use of correction fluid is not acceptable.**

**Bank and building society account details form  
Additional signatory details continuation sheet**

Please give details of all other people who can sign cheques or withdrawals from the account detailed on the bank and building society account details form.

Full name	Position in organisation	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home address (including postcode)		Signature
<input type="text"/>		
Postcode		

Full name	Position in organisation	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home address (including postcode)		Signature
<input type="text"/>		
Postcode		

Full name	Position in organisation	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home address (including postcode)		Signature
<input type="text"/>		
Postcode		

Full name	Position in organisation	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home address (including postcode)		Signature
<input type="text"/>		
Postcode		

Full name	Position in organisation	Date of birth
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home address (including postcode)		Signature
<input type="text"/>		
Postcode		

**Section B (for completion by your bank or building society)**

To: The manager, applicant's bank or building society

Please check the above details. If they are correct, stamp and complete the declaration below for this continuation sheet, and return to the account holder to send with their grant application for funding.

I confirm that the account named on the previous main page exists and is active and that the details given are correct.

Name	Position in bank	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>
Signed	Official bank stamp (please also record the bank address if not on your official stamp)	
<input type="text"/>	<input type="text"/>	

**You must send us this original form when you apply. Use of correction fluid is not acceptable.**

## Guidance notes on the Bank and building society account details form

- ▶ This form is only for the use of voluntary or community sector organisations. Schools, health bodies, town councils, parish councils in England, community councils in Wales or Scotland, and district councils in Northern Ireland do not need to complete this form.
- ▶ As this form is an essential part of your application, we will not be able to consider your application without it.
- ▶ Sections A and B must be fully completed before you send us your application, otherwise we will reject your application. Any signatory details listed on separate sheets must include the bank's official declaration, signature and stamp.
- ▶ The Breathing Places grants programme will only consider applications from organisations that have a UK bank or building society account that requires at least two unrelated signatories for any cheque or withdrawal.
- ▶ If your organisation has recently been established and does not have three months' bank statements, you should submit all the statements that you have available.
- ▶ If your organisation has a passbook account, you will need to send us photocopies of the pages that show the account name and number, as well as the last three months' worth of transactions. You will need to ask your branch to stamp and sign each of the photocopied sheets as 'true copies of the original'.
- ▶ If your organisation has an internet account, you will need to send us print-outs of the last three months' transactions.
- ▶ You will also need to send in three consecutive months' worth of original bank statements with the most recent being no older than three months. We need these to verify your account details and we will send them back to you as soon as possible. If you receive quarterly statements, you will only need to send us one.

## Checklist and enclosures

Once you have completed your form, please go through the following list and include all the relevant documents when you send it to us. Make sure that you have ticked each box relevant to your application, given us any additional information we have asked for and signed below.

**Your complete application should arrive at the address shown at the front of the application form no later than noon on Friday 18 January 2008. Applications received after this will not be processed and we will return them to you.**

### Checklist

#### Application checks:

- We have answered all the questions on the form.
- The main contact named in question 2 has signed below.
- The independent referee has signed question 18 (unless we are a statutory body).
- The senior contact from our organisation (not the main contact from question 2) has signed the Grant Agreement in the Declaration section towards the back of this form.
- The second senior contact (for companies only) has signed the Grant Agreement in the Declaration section towards the back of this form.
- We have made a copy of this application to keep for our reference.

#### Enclosures:

- If we are an unincorporated association and not registered with the Charity Commission or the Office of the Scottish Charity Regulator (OSCR), we have sent you a copy of your governing document (for example, constitution, set of rules or trust deed) or, if our organisation is based in Northern Ireland, we have sent our governing document or confirmation that we are registered with HM Revenue and Customs as exempt for tax purposes.
- We have enclosed our latest annual accounts or financial projection (unless we are a school or health body).
- We have enclosed three consecutive months' worth of recent and original bank statements (one month for town councils, parish councils in England, community councils in Wales or Scotland, and district councils in Northern Ireland, or a letter as described in the guidance notes as we are a school or health body).
- We have enclosed photocopies of these bank statements.
- We have enclosed the completed original Bank and building society account details form and any additional sheets that have been stamped and signed by our bank (unless we are a school, health body, town council, a parish council in England, a community council in Wales or Scotland, or a district council in Northern Ireland).

The Breathing Places grants programme is working to a tight timetable. If you have not answered all relevant questions and sent the information we require, **we will not consider your application.** You will hear a decision on your application no later than June 2008.

I confirm that to the best of my knowledge and belief, all the information in this application form is true and correct and that the relevant information has been sent to you. I understand that you may ask for additional information at any stage of the application process.

**This section must be signed by the Main contact named in Question 2.**

Signed

Date