



This guide is for organisations that are thinking of applying for a grant from the Children's Play: Playful Ideas programme.

The guide will help you decide whether this is the right programme for you. Please read the guidance carefully before you complete the outline proposal form.

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

We review our grant-making regularly to make sure we fund a range of projects to meet all the Children's Play: Playful Ideas programme's outcomes. Before making an application, please check our website www.biglotteryfund.org.uk or contact us to make sure you have the most up-to-date information. This information was published in March 2006.

If you, or your main contact, have any particular communication needs, please call us on 0845 4 10 20 30 (Textphone 0845 6 02 16 59. This is for those with a hearing impairment).

If you have questions (e.g. about how to apply or plan your project, how to draw up a governing document or accounts), there are many sources of advice and help. We have a list of helper organisations in your area on our website, which you can find on the pages for your region.

We have included links to some external websites. Please note that the Big Lottery Fund is not responsible for the content of external websites.

Children's Play - Playful Ideas

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Further copies available from:

Email general.enquiries@biglotteryfund.org.uk

Phone 0845 4 10 20 30

Textphone 0845 6 02 16 59

Our website www.biglotteryfund.org.uk

Accessibility

Also available upon request in other fomats including large print.

Our equality principles

Promoting accessibility; valuing cultural diversity; promoting participation; promoting equality of opportunity; promoting inclusive communities; reducing disadvantage and exclusion. Please visit our website for more information.

We care about the environment

The Big Lottery Fund seeks to minimise its negative environmental impact and only uses proper sustainable resources

Our mission

We are committed to bringing real improvements to communities and the lives of people most in need.

Our values

We have identified seven values that underpin our work: fairness; accessibility; strategic focus; involving people; innovation; enabling; additional to government.

The Big Lottery Fund is committed to valuing diversity and promoting equality of opportunity, both as a grantmaker and employer. The Big Lottery Fund will aim to adopt an inclusive approach to ensure grant applicants and recipients, stakeholders, job applicants and employees are treated fairly.

Big Lottery Fund is the joint operating name of the New Opportunities Fund and the National Lottery Charities Board (which made grants under the name of Community Fund).

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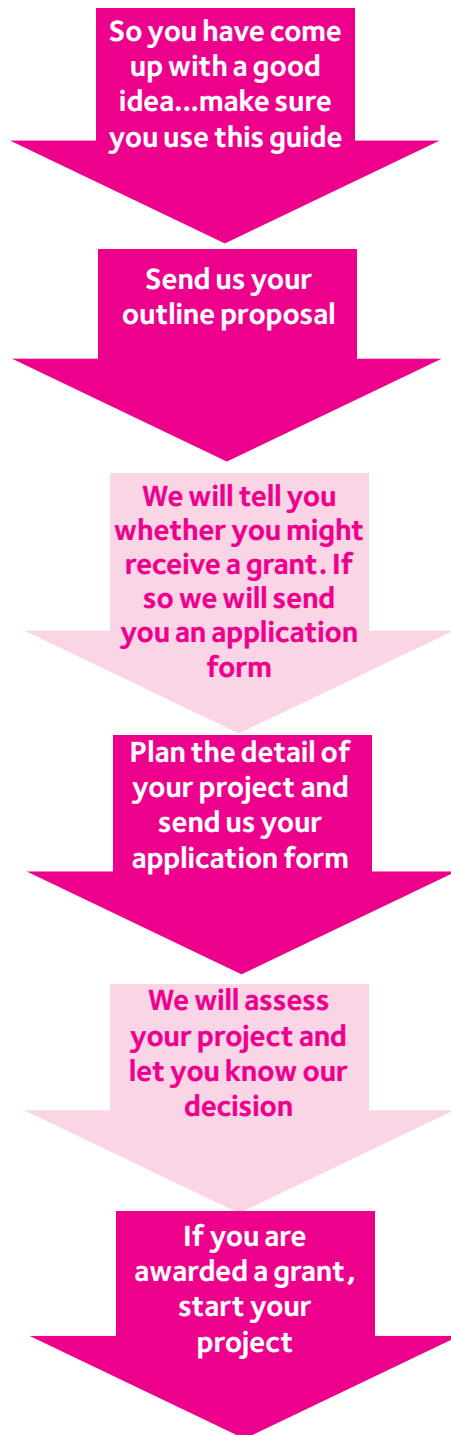
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What you must do



What we will do



Contact us if you have any queries.

You can send your outline proposal to us at any time until 31 December 2007, when this programme closes.

We will respond within 15 days from when we receive your outline proposal.

You must return your application form within six months from the date we sent it to you.

We will tell you our decision within three months from when we receive your application.

You must start your project within six months from when we award a grant.

About the Big Lottery Fund

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

Children's Play: Playful Ideas is just one of our grants programmes. You can find out about our other programmes by visiting www.biglotteryfund.org.uk or you can phone the Big advice line on 0845 4 10 20 30 (textphone for those with a hearing impairment 0845 6 02 16 59).

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

Part one

About our Children's Play: Playful Ideas programme

The Playful Ideas programme forms part of our £155 million Children's Play initiative, which has grown out of recommendations of the 2004 play review, *Getting Serious About Play*, carried out under the chairmanship of Frank Dobson MP. Copies of the play review report are available from the Department for Culture, Media and Sport, or at www.culture.gov.uk. Our Children's Play initiative also responds to a number of wider policy agendas including:

- the Every Child Matters outcomes framework (www.everychildmatters.gov.uk), which recognises how important the enjoyment of time and space to play are for children and young people
- the Children Act 2004 (www.dfes.gov.uk), which says that enjoying recreation should be one of the outcomes that children's services should aim to bring about
- the 'Change for Children, Choosing Health' and 'Cleaner, Safer, Greener' programmes and policies, which recognise how important children's play is
- the Best Play report (www.ncb.org.uk/cpc), which looks at what play should do for children.

Please note the Big Lottery Fund is not responsible for the content of external websites.

Our Children's Play initiative aims to:

1. Create, improve and develop children and young people's free local play spaces and opportunities throughout England, according to need.
2. Support innovation and new ways of providing for children's play.
3. Create a support and development infrastructure to ensure local agencies have the resources and skills to achieve the first two aims.
4. Promote the long-term strategic and sustainable provision for play as a free public service to children.
5. Ensure that local authorities work with other local stakeholders to develop children's play strategies and plans.
6. Ensure that good, inclusive and accessible children's play services and facilities are provided locally.

Through our Children's Play programme we have allocated funding to all local authority areas in England, for projects that deliver aims 1, 4, 5 and 6 of our Children's Play initiative. We have also awarded a grant to the Children's Play Council (part of the National Children's Bureau) to create an England-wide infrastructure that will deliver aims 3 and 4 of our Children's Play initiative. To find out more about our Children's Play programme and the grant to the National Children's Bureau, please contact our Big Advice Line: 0845 4 10 20 30 or visit our website www.biglotteryfund.org.uk

This programme, Playful Ideas, makes grants to voluntary and community groups and town or parish councils, for projects that deliver the second aim of our children's play initiative: to support innovation and new ways of providing for children's play.

Children's Play: Playful Ideas programme outcomes

Getting Serious About Play defines children's play as "what children and young people do when they follow their own ideas, in their own way and for their own reasons". We have adopted this definition for this programme.

Our Playful Ideas programme is about trying out new ways of supporting children's play. We want to fund projects that aim to achieve two or more of the following programme outcomes:

- ▶ Children will be able to enjoy novel play experiences, ideas or technology.
- ▶ Children will have new or different ways of choosing and controlling their play environment.
- ▶ Children will enjoy new approaches to play provision.
- ▶ New approaches to providing for inclusive children's play will be tried for those previously denied play opportunities.
- ▶ The value and status of children's play provision will be enhanced, locally, regionally and nationally.
- ▶ Ideas and approaches to supporting children's play that can be replicated by others will be identified.

We recognise that innovation involves a certain amount of risk and that some ideas may not work. Projects supported by this programme must therefore include a thorough evaluation, to find out what works and why.

How much will we fund?

We can make grants between £10,000 and £250,000. We can pay for all or some of your project costs, but we encourage you to get some of your funding from other sources if you can.

Project outcomes

We would like to know about the changes that happen as a result of our funding. We call these changes 'outcomes'. We will ask you to describe up to five outcomes that you expect your project to achieve. Part of our decision to award you a grant is based on our assessment of the quality of your project outcomes.

The following are examples of project outcomes. These are just for information. Your project may have different outcomes that we want to support. You may want to read through our guide to outcomes for help on writing project outcomes. It also tells you how to collect information to show that you have achieved them. You can find this on our website and a copy is included with this pack.

Example 1

Project name

Bullwick Inclusive Play

Project description

Bullwick Play Association currently runs open access play schemes during the school holidays. The new project will involve a local disability group in designing and delivering new activities and approaches that will allow children with physical and learning disabilities to fully take part in the holiday play schemes.

Project outcomes

- increased access to local play opportunities for disabled children
- greater understanding of the specific needs of local disabled children in relation to play
- increased positive perceptions between disabled children and their non-disabled peers.

Example 2

Project name

Play and Prison

Project description

The Wickston Trust will carry out a research programme into best practice and the benefits of providing play opportunities within the prison system. Such provision is important in maintaining family bonds during the serving of a prison sentence. A research report on the findings will be published.

Project outcomes

- sharing best practice based on current experience
- publicising play provision within the prison system and the wider environment
- more play provision within the prison system.

Who can apply?

Under this grant programme we will only award grants to:

- registered charities
- voluntary or community groups
- charitable or not-for-profit companies
- social enterprises – a social enterprise is a business with primarily social objectives whose surpluses are principally re-invested for that purpose in the business or in the community, rather than being driven by the need to maximise profit for shareholders and owners
- parish and town councils.

We will not award a grant to:

- individuals
- local authorities other than parish or town councils
- schools or colleges
- NHS Trusts
- learning and skills councils
- local enterprise companies
- commercial companies.

However, some of the organisations that cannot apply to Playful Ideas can receive funding from the allocation to their local authority area through our separate Children's Play programme. They might also work in partnership with lead organisations that can apply to Playful Ideas (for example, a voluntary organisation might apply for a project that involves working in partnership with a local school).

Contact us or visit our website www.biglotteryfund.org.uk for further details.

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

We will not normally award grants to organisations that have large amounts of free reserves. By free reserves we mean reserves that have not been set aside or earmarked for a specific purpose.

What will we fund?

Capital and revenue grants are available for projects lasting up to five years. By a project we mean a discrete piece of work that is not part of the everyday work of your organisation.

We will fund projects that benefit children and young people up to and including 16 years of age. We will also consider some projects that benefit young people up to 24 years of age, as long as at least 75 per cent of those who will benefit are aged 16 or under.

Projects seeking funding from this programme must display a creative and novel approach to addressing an identified problem within the field of children's play. In addition, applicants must be committed to and budget for an evaluation of their project and be prepared to share their experiences and lessons learned.

Applicants should make sure that disabled children and young people are included within projects, as well as others who currently have less access (for example, girls, children and young people from ethnic or religious minorities, children in care, children of refugees and homeless families and those living in rural areas).

You must be able to start your project within six months of our decision to award a grant.

We know that there will be a very high demand for funding from this programme, and this means that we will have to turn down some good projects. Therefore you may wish to explore other opportunities locally to get funding for your project. If we feel there is a more appropriate Big Lottery Fund programme we will let you know at the earliest possible opportunity.

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

We also do not fund political activities.

Big Lottery Fund funding must be distinct from government and other public funding and must add value.

What will we pay for?

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

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

Direct revenue and capital costs

By direct revenue and capital costs we mean:

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

Eligible revenue expenditure includes:

- salaries of project workers, including any extra costs, such as pensions and National Insurance for the project
- salaries of management staff who only supervise project staff, including any extra costs, such as pensions and National Insurance for the project
- recruitment of staff who will work on the project
- expenses of project staff and volunteers, including travel, accommodation, phone bills and stationery
- rent, heating, lighting, maintenance and insurance for office space and buildings only used for this project
- training of staff and volunteers working on the project
- monitoring and evaluation of the project
- fundraising for continuing the project after our grant is over
- marketing and publicity for the project
- professional and legal fees for the project, associated with revenue expenditure on the project
 - if you are awarded a revenue grant and you are not a Statutory Authority we may require your solicitor to provide us with a legal opinion which confirms your organisation has the legal power to deliver the grant purpose (a standard form of legal opinion is attached in appendix two of these guidance notes)
 - If you are a Non-Statutory Authority applicant, you should make provision within your budget for legal costs you will incur for executing a legal opinion
 - as an indication only, we would suggest that it would be reasonable to include an estimate of up to £500 plus VAT for such a legal opinion – you should however take your own advice as to the estimated costs for a Legal opinion from your own solicitors.

Ineligible revenue expenditure includes:

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

Eligible capital expenditure includes:

- building and engineering works (new build, extension, refurbishment, modernisation or conversion) required for the delivery of the project
- plant and equipment necessary for running the project
- purchase of land, buildings, equipment or fixtures and fittings that are linked to the land or building
- transport that is necessary for delivering the project
- professional and legal fees associated with capital spending on the project
 - if you are awarded a capital grant of between £50,000 and £250,000 we are likely to require a restriction on title. We will provide standard forms of these documents for use by your solicitor
 - the legal costs incurred by you in providing such legal documents are eligible project costs against which capital grant can be paid and you should make provision within your budget for the legal costs you will incur in providing these documents

- detailed guidance is available within the “Property and Building Applications Guidance Notes” on the level of fees you should make provision for, but you must consult your own solicitors for their advice and estimates.

Ineligible capital expenditure includes:

- costs incurred or spending committed, before we make you a grant
- any costs which someone else is paying for, whether in cash or in kind
- routine repairs and maintenance
- general improvements to public areas, unless they are essential to the overall project
- personal equipment not essential to delivering the project
- maintenance equipment, fixed or loose equipment or office equipment which is not essential to the project
- for capital grants of less than £50,000, the purchase of a leasehold of less than five years
- for capital grants of between £50,000 and £250,000, the purchase of a leasehold of less than 10 years.

Overheads

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

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

Eligible overheads include:

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

Ineligible overheads include:

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

Part two

Applying for funding to our Children's Play: Playful Ideas programme

The application process

Once you have read these guidance notes you should send us an outline proposal. We sent you this form with these guidance notes. If you do not have a copy call our Big Advice Line on 0845 4 10 20 30 or textphone 0845 6 02 16 59.

If you have any queries about whether your project is suitable for this programme or how to fill in the form, please email general.enquiries@biglotteryfund.org.uk or call our Big Advice Line, 0845 4 10 20 30, or your local Big Lottery Fund regional office (contact details are at the end of this guidance).

We will review your outline proposal and tell you within 10-15 days if we think we might consider funding your project. If so we will then send you an application form and you will have up to six months to send it back to us.

We will then assess your application and may contact you to discuss your project. We will normally let you know our decision within three months of receiving your completed application form.

Before you fill in your outline proposal

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

Branches

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

Registration

If you are a charity based in England or Wales, receiving a grant may make it necessary for you to contact the Charity Commission, as any grants you may receive could change your charitable status.

Project planning and management

You need to have thought about:

- what you plan to do
- how much your project will cost
- how much money you want from us
- what you will spend the grant on
- where the project will be located
- the difference you want your project to make and the outcomes you hope it will achieve
- the people and organisations who will mostly benefit from your project and the needs they have.

We will only award grants to organisations that can show us that they are able to manage them effectively and we expect organisations to have clear procedures and guidelines to help them do this. You will find more information about this on page 15.

Bank account requirements

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

Annual accounts

If we send you an application form we may ask to see your accounts or financial records.

If you are a statutory body, we do not require you to send us your accounts at this stage, however we may ask to see your financial records when we assess the project.

Existing organisations

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

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

New organisations

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

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

If you require support to prepare your accounts, please contact your local Council for Voluntary Service (CVS).

If you are based in England, you can find this out at: <http://www.nacvs.org.uk/cvsdir/>

How will we review your outline proposal?

We will review your outline proposal to see if the project is one we would be interested in funding. To help us do this we will check:

- your organisation is eligible
- your project will achieve at least two of the Children's Play: Playful Ideas programme outcomes
- your project is something we can fund
- your project costs.

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

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

Before you fill in your application form

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

If you are applying for a grant for capital expenditure, you will need to read our "Property and building application guidance notes" which explains what extra information you must provide with your application.

If you are applying for funding for a capital grant for building work up to £50,000, you must complete and submit with your application “Capital checklist one” and the extra information requested.

If you are applying for funding for a capital grant for building work between £50,000 and £250,000, you must complete and submit with your application “Capital checklist two” and the extra information requested.

Project planning

Before you fill in the application form, you will need to have planned your project in more detail and created your own project plan. We must be sure that your organisation can deliver your project. Your grant comes from public funds and you must be able to account for the money we give you to our satisfaction. You need to think about the following:

Management and staffing

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

If you are a voluntary organisation with a management committee in place, there must be at least three members on it, one of whom must be at least 18 years old.

Costing your project

In the application form, you must provide a project budget showing what the grant will pay for. You need to be able to justify the amount of funding you have asked for. If you would like the grant to fund salaries, it must be clear how you worked out the level of salaries. You should include any extra costs incurred such as National Insurance and pension contributions.

For help in completing your budget and in working out your overheads please refer to our publication: Applying For Your Project Overheads – Guidance For Big Lottery Fund Applicants. There is also information on our website which may help you further.

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

Value Added Tax (VAT)

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

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

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

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

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

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

Policies and procedures

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

As you are applying for a project that works with children, young people or vulnerable adults we will need to be sure they will be safe. As a minimum you must have a policy that explains how you make sure of this and that the policy is put into practice. It is your responsibility to have acceptable child protection and vulnerable adult policies and procedures in place, which we may ask to inspect at any time. NSPCC have produced a step-by-step guide for organisations to safeguard children called Stopcheck. You can download this from their website at www.nspcc.org.uk/inform or buy a copy by calling 020 7825 2775 or 0116 234 7223. We suggest you read this advice to help you develop child protection policies and procedures. There are more sources of help available on our website.

You must also gain permission from the parents or guardians of all children or young people you plan to feature in any publicity about the project.

Project details

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

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

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

- the need for the project and how you have identified that need
- how your proposed project outcomes address the need you have identified and how they will help address the outcomes of the Children's Play: Playful Ideas programme
- how your project will meet the identified need
- how your project will lead to the project outcomes you have given us and how you will measure and track whether the outcomes are being achieved
- the key stages or milestones that you expect to complete for each of your proposed project outcomes
- how you will ensure that this project is effectively delivered and well managed
- how you will ensure that the people or organisations that you are targeting have access to your project and can use the facilities and services provided
- how much the project will cost, what you will spend the money on and who will pay for the project costs you are not asking us fund
- whether any volunteers will work on the project and what contribution they will make to the project
- whether any staff will be employed to work on the project, their role and salary.

Independent Referee

If you are not a statutory authority, your application form must be signed by an independent referee who must have known your organisation for at least one year or from its start and must support your application for funding. As your project will involve working with children the independent referee must be currently employed in one of the following capacities:

- healthcare professional
- school teacher
- social worker
- police officer.

This referee must not be:

- a current member of your organisation, a trustee or a member of staff
- related to someone in one of these positions
- someone who will directly benefit if you get a grant.

How are decisions made?

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

When we assess your application we will compare your application form to your outline proposal to see if there have been any major changes. If there have been any changes, it may affect whether we still feel that your project is fundable, as we used the information you gave us in your outline proposal to decide whether we might fund it. If we asked you to do some extra work after you sent us your outline proposal, we will check that you have done this. If you have not, we might reject your application.

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

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

It will usually take us three months to make a decision. If we decide not to award you a grant we will tell you why.

While the National Lottery raises a large amount of money for good causes, the Big Lottery Fund cannot support every application we receive. The Children's Play: Playful Ideas programme has £16 million for grants in England until 31 December 2007, although we may add to this towards the end of 2007, if money from the other parts of our Children's Play initiative has not been awarded. We expect we will get more applications for good projects than we can support. As such, we will have to make difficult decisions, and some good projects will not be funded.

We aim to fund an appropriate range of projects, taking account of, for example, different project types, beneficiary types and project locations. Our grant funding decisions are made with our own discretion.

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

If you are awarded a grant

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

If we offer you a grant, you will have to accept our terms and conditions. A copy of the standard terms and conditions can be found in appendix one on page 19.

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

Before you start your project we will make sure that you know what information you will need to give us during the life of your grant so that you can plan what aspects of your project to monitor.

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

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

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

- ▶ You can identify what is working well and what is not working so well for your project, and reasons why. You can then make changes to the way that you run your project so that it achieves even more.
- ▶ You can gather information that will help you report to us and to others about how your project is performing and what it is achieving.

- ▶ You can identify good practice and help other projects to improve the way that they work.
- ▶ Later in the life of your grant, you can provide more convincing evidence to potential funders about the success of your project, and how you have adapted it to changing circumstances.
- ▶ Setting up a system of self-evaluation is part of good project planning and management.

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

Evaluation and sharing your knowledge, experience and learning with others are an essential part of this programme, so you must include this in your project. You may want to undertake self-evaluation within your project, or you may want to get support and advice from other agencies, or even to appoint a consultant. Whatever approach you choose you should budget for this within your grant application. Your plans should be in proportion to the size of your project.

Putting good plans in place will help to ensure that your project is more likely to achieve what it sets out to do and to provide you with evidence to seek further funding in future. You are in charge of the process, although we may ask to see any reports produced.

For further information about approaches to self-evaluation, please contact your local BIG office.

Advice and support

You may have questions about how to apply or plan your project. There are many sources of advice and help. Call or email us with any questions you have. Our contact details are below.

We work closely with a range of organisations that may be able to help you develop your project and/or complete an application, such as councils for voluntary service, community councils and local authorities. We have also funded the Children's Play Council to provide an England wide support and development infrastructure to support grant applicants under this programme. Refer to our website for further details of these organisations. If you do not have web access, please contact us.

Children's Play Council

8 Wakley Street
London EC1V 7QE
Phone: 020 7843 6016
Website: www.ncb.org.uk/cpc

Big Advice line

Phone: 0845 4 10 20 30 (textphone for those with a hearing impairment 0845 602 1659).

Big Lottery Fund Regional Offices

For detailed policy queries relating to specific regions please call the following numbers. For general enquiries about applications please call the BIG Advice line.

North East

Phone: 0191 255 1100
Textphone: 0191 233 2099
Fax: 0191 233 1997
Email: enquiries.ne@biglotteryfund.org.uk

North West

Phone: 01925 626800
Textphone: 01925 231241
Fax: 01925 234041
Email: enquiries.nw@biglotteryfund.org.uk

Yorkshire and the Humber

Phone: 0113 224 5301
Textphone: 0113 245 4104
Fax: 0113 244 0363
Email: enquiries.yh@biglotteryfund.org.uk

East Midlands

Phone: 0115 934 9300
Textphone: 0115 948 4436
Fax: 0115 948 4435
Email: enquiries.em@biglotteryfund.org.uk

West Midlands

Phone: 0121 200 3500
Textphone: 0121 212 3523
Fax: 0121 212 3081
Email: enquiries.wm@biglotteryfund.org.uk

Eastern

Phone: 01223 449000
Textphone: 01223 352041
Fax: 01223 312628
Email: enquiries.ea@biglotteryfund.org.uk

London

Phone: 020 7842 4000
Textphone: 0845 039 0204
Fax: 020 7842 4010
Email: enquiries.lon@biglotteryfund.org.uk

South East

Phone: 01483 462900
Textphone: 01483 568764
Fax: 01483 569764
Email: enquiries.se@biglotteryfund.org.uk

South West

Phone: 01392 849700
Textphone: 01392 490633
Fax: 01392 491134
Email: enquiries.sw@biglotteryfund.org.uk

Appendix one

Standard terms and conditions for revenue grants

Definitions

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

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

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

1. In general

- 1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand if any of the events listed in clause 11.5 occur. The term “on trust” means the legal relationship that exists between us while we are using the grant for our project.
- 1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.
- 1.3 We will make sure that all current and future members of our governing body 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 If asked by you, we will provide a certificate from our solicitors stating that 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 constitutional document.

2. The project

- 2.1 We will get your written agreement before making any change to the project or to its aims, structure, delivery, outcomes, duration or ownership.
- 2.2 We will start the project within six months of the date of the Grant Agreement, or if it is delayed, write to you giving reasons for the delay and asking for an extension.
- 2.3 We agree to make satisfactory progress with the project and complete it on time or within a reasonable period if you have not set a time limit.
- 2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
- 2.5 We will tell you of any offer of funding for the project from anyone else at any time during the project.
- 2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.
- 2.7 If any part of a grant is to buy services or a series of related services costing more than £10,000 we will put the order out to competitive tender.
- 2.8 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.

- 2.9 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 a child protection policy, 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 Scottish Charities 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 Charities Regulator, Inland Revenue or any other regulatory body.
- 3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.
- 3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

4. VAT

- 4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.
- 4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.
- 4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.
- 4.5 If you have funded all of the VAT costs for our scheme, 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 scheme, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

- 5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.
- 5.2 We will show your grant and related expenditure as a restricted fund under the description "Big Lottery Fund Grant" in our organisations annual accounts. If we have more than one restricted fund, 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 send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within 10 months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently evaluated as appropriate for our organisation. If a statutory authority, we will send you our accounts, signed and audited as required by the appropriate regulations.
- 5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.
- 5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

6. Monitoring

- 6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.
- 6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.
- 6.3 We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the full period.

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

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

7. Grants for Salaries

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

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

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

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

8. Grants for Assets and Services

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

8.2 If any part of the grant is used to buy any other capital items or a series of related capital items or services or a series of services costing more than £10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK and European procurement legislation together with the provisions of the World Trade Organisation General Procurement Agreement.

8.3 If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of 3 years or more and vehicles, costing up to and including £10,000 we will keep all receipts and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.

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

- 8.5 We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.
- 8.6 We understand that you will monitor assets bought with the grant for a period of up to 10 years after the grant has ended for assets bought for over £50,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were bought for less than £50,000 the period will be 5 years or the length of the Grant Agreement, whichever is the shorter. We will supply you with information that you ask for and will allow you to inspect the assets for that period.
- 8.7 During this period, we will provide an annual statement that the assets are still held and insured by us. We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide the consent it may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.
- 9.3 If you pay the grant in instalments over two or more years, payment for the second and following years will depend on your approval of an end of year report on the previous year, which we will complete on a form provided by you within three months of the end of the grant year. If we do not do this, grant payments may be suspended.
- 9.4 You will normally make payments for up to three months spending in advance as long as we complete a satisfactory payment plan before the project starts and we have given written notice of the project start date.
- 9.5 If you are not satisfied that we have met all the terms of our Grant Agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

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

10. Length of Grant Agreement

- 10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the payment of the last instalment of the grant.
 - As long as any part of the grant remains unspent.
 - The expiry of the maximum period required under the grant for asset monitoring.
 - As long as we do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

11. We understand that

- 11.1 You can only guarantee future instalments of the grant as long as funds from the National Lottery are available and you continue to operate.
- 11.2 We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.
- 11.3 You will not increase the grant if we spend more than the agreed budget.
- 11.4 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from a suspension even if the investigation finds no cause for concern.
- 11.5 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:
 - We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
 - We completed the application form dishonestly or significantly incorrectly or misleadingly.
 - We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
 - It is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation's estate is sequestrated.
 - Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
 - Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charities Regulator, Inland Revenue or other regulatory body.
 - We receive duplicate funding from any other source for the same or any part of the project.
 - We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
 - There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
 - At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
 - We are or become legally ineligible to hold the grant.
 - If you have reasonable grounds to believe that it is necessary to protect public money.

- 11.6 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes State aid. In the event that it is deemed to be State aid, then we will repay the entire grant immediately.
- 11.7 You may assign any of your rights under the Grant Agreement to any other or successor body.
- 11.8 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.
- 11.9 No other body with which we are working, except for those with which we have entered into an agreement, authorised by you, has any claims on you under these terms and conditions

12. Additional conditions

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

Appendix two

Standard terms and conditions for capital grants

1. If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land (“capital assets”), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us.
2. We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be a Legal Charge in your standard form or a Deed of Dedication in your standard form or a restriction to be lodged at the Land Registry against the title to any capital assets you have funded to secure repayment of the grant in appropriate circumstances. If you have asked for security, we understand that you will not pay any of the capital grant until you have received the documents completed to your satisfaction.
3. We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay any of the capital grant until you have received the documents completed to your satisfaction.
4. We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive first your agreement in writing. Your agreement may be subject to conditions which we will have to meet.
5. If any part of the capital grant is to buy land (whether freehold land or leasehold land), we will send you when asked the following documents:
 - a surveyor’s report on the condition of the property, its value and whether it is suitable for the project;
 - confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
 - a Certificate of Title completed by our solicitors (which you will supply), together with a signed Legal Charge or Deed of Dedication or our solicitors undertaking to lodge restriction at the Land Registry and at Companies House (as appropriate); and
 - confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents.
6. If any part of a capital grant is to buy leasehold land, we will send you a copy of the signed lease which must satisfy you that it is suitable security for the grant. This will be for the following minimum term of years or for minimum asset monitoring period in clause 11, whichever is the longer:
 - For capital grant of up to £50,000: a lease of at least 5 years, without a break clause.
 - For capital grant of more than £50,000 but less than £250,000 a registered and assignable lease of at least 10 years, without a break clause.
 - For capital grant of between £250,000 and £5 million: a registered and assignable lease of at least 20 years, without a break clause.
 - For capital of more than £5million: a registered and assignable lease of at least 40 years, without a break clause.

7. If all or part of our capital grant is to be used for any building work we understand and accept:
- that you will keep ninety five percent of the capital grant until we have provided in a satisfactory form
 - evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work
 - evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements, we will provide evidence of the tender process undertaken to identify existing contractors
 - that you will make payments in stages when you receive builders' invoices or against interim certificates completed on the RIBA (Royal Institute of British Architects) form or other appropriate invoices
 - that you will keep five per cent of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate; the final certificate; confirmation that we have obtained the building regulations completion certificate; and confirmation that we have obtained the buildings insurance certificate
 - that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.
8. If our capital grant is more than £50,000 and to be used for any building work we understand and accept that:
- you will require confirmation (by way of a Certificate of Title, which you will supply) from our solicitors that we are the Leasehold or Freehold owner of the capital assets to which the grant relates and that the capital assets are useable for the grant purpose
 - you will keep ninety five percent of the capital grant until we have provided in a form which is completed to your satisfaction
 - a copy of the tender review report. If we are to commission the building work under pre-tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money
 - an updated capital project cost summary, cash flow and programme
 - evidence that we have secured all the required partnership funding for the capital project
 - we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out
 - if structural work is necessary, we must employ a Structural Engineer
 - we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover
 - if building works come under the Construction (Design and Management) Regulations 1994, we will confirm that we have appointed a planning supervisor.

9. If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will have to meet. You will need to be satisfied that if the lender understands and will put the interests of the beneficiaries of the project first. We undertake that:
 - any loan secured on the capital assets will be used entirely on the project; and
 - the maximum loan will be no higher than the amount of money being put up by the lender.
10. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.
11. You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:
 - For freehold property bought with the capital grant: 80 years after purchase;
 - For leasehold property bought with the capital grant: the unexpired period of the lease or for 80 years, whichever is the shorter;
- For capital grant of up to £50,000 for building work (on freehold or leasehold land already owned by us): 5 years;
- For capital grant of more than £50,000 but less than £250,000 for building work (on freehold or leasehold land already owned by us): 10 years;
- For capital grant of between £250,000 and £5 million for building work (on freehold or leasehold land already owned by us): 20 years;
- For capital grant of more than £5 million for building work (on freehold or leasehold land already owned by us): 40 years;
- For other capital assets if bought with up to £50,000 of capital grant: 5 years after the purchase or the length of the Grant Agreement whichever is the shorter or
- For other capital assets if bought with more than £50,000 of capital grant: 10 years after purchase or the normal economic life whichever is the shorter.
12. We understand and accept that the asset monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.

Appendix three

Standard legal opinion

On grant recipient's solicitors headed writing paper

Date: []

To: The National Lottery Charities Board and the New Opportunities Fund operating jointly as the Big Lottery Fund ("the Fund")

[Grant Recipient name]

We act as the solicitors to [] and have been asked by it to render this opinion to you.

1. Basis of opinion

For the purpose of giving this opinion, we have examined the following documents:

- (i) a copy of the grant application containing details of a project which, subject to the award of a grant from the Fund, [] intends to carry out, the "" project purpose"; and
- (ii) a certified copy of the [Trust Deed/Memo and Arts/Constitution/Rules/Statute] "constitutional documents" of [].

2. Opinion

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

3. Practising Certificate

We are solicitors holding professional indemnity insurance cover of £x.

4. Duty of Care

We acknowledge a duty of care in respect of this opinion to the Fund and its successors.

5. Qualifications

The foregoing opinion is subject to the following qualifications:

[Include if appropriate].

Yours faithfully

