



Funding for Capacity Building

Schedule of Conditions

1.0 Definitions

1.1 In this agreement, unless the context otherwise requires -

'Acceptance Form' means the form attached to the Offer Letter;

'the Approved Purposes' means the activities/purposes summarised in the Offer Letter and set out in more detail in the Works Programme as defined below;

'Auditor's Certificate' means the form attached to the Offer Letter;

'Claim Form' means the form attached to the Offer Letter to be submitted in respect of claims for payment;

'Data' means all plans, drawings, prints, samples, transparencies, specifications, data, reports, manuscripts, working notes, documentation, results of survey, materials, manuals, photographs, negatives, tapes, discs, films, software, and any similar items;

'Historic England' means the Historic Buildings and Monuments Commission for England;

'Financial Year' means the period from and including 1 April to 31 March each year;

'the Funding' means the amount of financial support specified in the Offer Letter;

'IP Rights' means all patents, copyright, design rights, rights in designs and other intellectual property rights, together with the exclusive right to apply to be registered as the owner of any such right as is capable of registration;

'Offer Letter' means the letter from Historic England making a formal offer of financial assistance, headed 'Offer Letter' and dated 18 February 2025;

'Nominated Contact' means the person specified in the Offer Letter;

'the Recipient' means the organisation or body defined in the Offer Letter;



'the Term' means the period specified in the Offer Letter;

'the Works Programme' means the programme submitted as part of the Recipient's application for funding including any variations subsequently agreed by Historic England in writing;

'Value for Money' means the optimum combination of whole life costs and quality (or fitness for purpose) to meet the users' requirements.

2.0 Purpose of the Funding

2.1 The Funding is to be used solely for the Approved Purposes and the Funding may not be used for any other purpose.

2.2 The Funding is being offered as a contribution towards revenue costs. Exceptionally a contribution towards capital costs may be made where Historic England is satisfied that such costs are necessary to enable the Approved Purposes to be carried out and Historic England has given written approval in advance to such expenditure.

2.3 No aspect of the activity in respect of which the Funding is provided shall be party political in intention, use or presentation.

2.4 The Funding is not to be used for activities which take place outside England.

2.5 If the Recipient ceases at any time during the Term to carry out or undertake in full the Approved Purposes Historic England will be entitled to reduce the amount of the Funding pro-rata.

2.6 In the event that the Recipient is able during the Term to generate other income in relation to the Approved Purposes, Historic England will not reduce the Funding provided it is satisfied that such income is being or will be applied to increase or improve the level of activity supported under this agreement.

3.0 Time limits

3.1 Unless agreed otherwise by Historic England in writing:

3.1.1. The Funding must be accepted by submission of the duly completed Acceptance Form within one month of the date of the Offer Letter.



3.1.2 The Approved Purposes must be started at the beginning of the Term and in any event within three months of the date of the Offer Letter, unless otherwise allowed in the Works Programme.

3.1.3 Where payment in quarterly instalments has been specified in the Offer Letter, the first claim for payment must be made by the end of the second quarter; if no such claim is made, Historic England may terminate this agreement.

3.1.4 Where payment in quarterly instalments has been specified in the Offer Letter, claims for payment for the final quarter of any Financial Year must be submitted no later than 28 February; no claim will be accepted for payment after that date.

3.2 Failure to comply with any of clauses 3.1.1 to 3.1.4 may result in the Funding in so far as it has not already been paid being withdrawn by Historic England on fourteen days written notice.

4.0 Insurance and Liability

4.1 The Recipient will take all reasonable steps to insure against any risk which may arise in connection with any of its property or any activity undertaken by it which is funded in whole or in part with the Funding including (but not limited to) any loss or injury to persons undertaking those activities. Historic England will not be liable for any contingency involving property or activities for or in respect of which the Funding may have been provided in whole or in part; responsibility for any such contingencies lies entirely with the Recipient.

4.2 The Recipient shall provide evidence of such insurance to Historic England promptly on being required to do so.

4.3 Historic England accepts no liability for any professional advice offered by it, its own representatives, its employees or agents.

5.0 Accounting for the Funding

5.1 The Recipient will retain all invoices, receipts, accounting records, and any other relevant documentation relating to the expenditure in relation to or in connection with the Approved Purposes, for at least six years after completion of the Works Programme or six years after the end of the Term whichever is the longer.



5.2 The Recipient shall permit the Nominated Contact or any other representative of Historic England to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and such other documents or records as in the representative's view may reasonably relate to the Approved Purposes and the use of the Funding.

5.3 The Recipient will maintain a record of its internal financial controls and procedures and will copy them to Historic England promptly upon request.

5.4 The amount and purpose of the Funding will be identified separately in the Recipient's audited accounts (or the notes thereto) and in its Annual Report.

5.5 A copy of the Recipient's audited (or independently examined where appropriate) accounts and annual report for each year during the Term shall be sent to the Nominated Contact within six months of the end of the Recipient's financial year or other such period as may be agreed in writing with Historic England.

5.6 The Auditor's Certificate shall be submitted to the Nominated Contact duly signed and completed by the Recipient's auditors (or independent examiner where appropriate) no later than six months after the end of the Financial Year to which the Certificate relates.

6.0 Intellectual Property Rights

6.1 If required by Historic England, the Recipient will ensure that all IP Rights in Data created in whole or in part with the Funding will be granted to Historic England under a non-exclusive royalty-free licence in perpetuity for reproduction in any format and for any purpose.

6.2 The Recipient will promptly take all such steps and execute such documents as may be necessary to fulfil its obligations and to vest in Historic England the rights guaranteed to it under this agreement.

6.3 The Recipient waives and shall procure from any third party the waiver of the exercise against Historic England of all moral rights in Data that are or become vested in the Recipient and/or third party.

7.0 Equal Opportunities

7.1 Historic England expects the Recipient to ensure that it applies a policy of equal opportunities as employers, as users of volunteers and as providers of services,



regardless of age, race, sex, sexual orientation, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion or belief or disability.

7.2 The Recipient will ensure that in carrying out the Approved Purposes, it and anyone acting on its behalf, complies with the law for the time being in force in the United Kingdom, and in particular, does not commit any act of discrimination rendered unlawful by the Equality Act 2010.

8.0 Purchases of Capital Equipment or Facilities

8.1 The Recipient will notify Historic England as to whether or not it is able to recover VAT from HM Revenue & Customs. Where the VAT can be recovered the Funding will be reduced accordingly.

8.2 If any capital asset costing more than £10,000 is purchased or improved in whole or in part with the Funding, the asset must not be sold or otherwise disposed of within five years of purchase without Historic England's written consent. In giving consent, Historic England may require the repayment of all or part of any proceeds of any disposal or sale.

8.3 The Recipient will maintain a register of any capital assets purchased or improved in whole or in part with funds provided by Historic England which will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course) and (d) the disposal proceeds.

8.4 The Recipient must not attempt to raise a mortgage or other charge on Historic England funded assets without the prior written approval of Historic England.

9.0 Procurement Procedures

9.1 The Recipient will take such actions and keep such records as will demonstrate that Value for Money has been obtained in any procurement of goods or services funded by Historic England.

9.2 Where the Funding is used to procure employment of staff the Recipient shall demonstrate on request that Value for Money has been obtained

9.3 The parties acknowledge that for the purposes of the Procurement Contracts Regulations 2006, Historic England is a 'contracting authority' and the Recipient may also be or be deemed to be a 'contracting authority' for the award of certain contracts. The Recipient agrees to observe and comply with the Procurement Contracts



Regulations to the extent necessary in relation to the award of any contract that is funded in whole or in part by the Funding.

9.4 The Recipient will take such actions and keep such records as will demonstrate adequate advertising and proper competitive tendering and selection for the procurement of any goods or services funded in whole or in part by the Funding appropriate to the nature and size of the contract. The Recipient would normally be expected to obtain at least three tenders. Contractors selected and invited to tender for services must have appropriate experience and expertise.

10.0 Payment

10.1 Historic England's contribution is payable in respect of expenditure in relation to or in connection with the Approved Purposes actually incurred during the Term. Payment in respect of approved capital purchases will not be paid until the Recipient has been invoiced by the supplier.

10.2 The Funding is payable subject to receipt by Historic England of a properly completed Claim Form signed by the officer nominated in the Acceptance Form and including statements of income and expenditure in relation to the Approved Purposes.

10.3 Where payment in quarterly instalments has been specified in the Offer Letter, claims may be submitted to the Nominated Contact at the start of each quarter for which payment is being claimed provided that a budget showing estimated income and expenditure in relation to the Approved Purposes for the Financial Year in which the quarter falls has been submitted to and approved by Historic England in writing. Where actual expenditure in any quarter is less than the amount estimated to be payable for that quarter, the amount payable in the following quarter will be adjusted accordingly.

10.4 Where payment in quarterly instalments has been specified in the Offer Letter, the first claim for payment must be made by the end of the second quarter.

10.5 Where payment in quarterly instalments has been specified in the Offer Letter, claims for the final quarter of any Financial Year must be submitted no later than 28 February.

10.6 Where payment in instalments according to milestones has been specified in the Offer Letter, each claim must be submitted within three months of the achievement of the relevant milestone.



10.7 Where payment in a lump sum on completion has been specified in the Offer Letter, the claim must be submitted within three months of the completion of the Works Programme.

10.8 The Funding is offered on the basis of the estimates of expenditure under the cost headings as set out in the Works Programme. Before any payment can be made, Historic England must agree in writing any virement (transfer) of more than 20% between cost headings shown in that estimate, or in any revised estimate subsequently agreed by Historic England. To reduce delays an explanatory letter should be attached to any claim setting out the reasons for any changes of 10% or more. Any further information requested by Historic England in this respect will be provided promptly upon request by the Recipient.

10.9 All payments will be made by BACS.

10.10 If this agreement is terminated for any reason the Recipient will submit a Claim Form stating the actual expenditure incurred up to the termination date. Historic England will then pay any sums properly due or will be entitled to recover any overpayment.

11.0 Repayment of the Funding

11.1 Historic England may recover or withhold the Funding in whole or in part if Historic England considers that it is not being used or may not be used for the Approved Purposes or that any other terms and conditions of this agreement are not being complied with.

11.2 Where payment in quarterly instalments has been specified in the Offer Letter, the Recipient must notify Historic England as soon as it becomes apparent that the actual expenditure for the Financial Year is likely to be less than the estimate contained in the Works Programme. Any portion of the Funding not used for the Approved Purposes by the end of the Financial Year may not be retained by the Recipient without the written permission of Historic England.

11.3 If Historic England is not satisfied that expenditure has properly been incurred in relation to the Approved Purposes, Historic England may vary, withhold or recover the Funding in such proportions as appear to Historic England to be reasonable.

11.4 If the Recipient is wound-up or goes into liquidation (including being subject to an administration order) receivership, bankruptcy, enters into any compromise or



other arrangements of its debts with its creditors, or is likely, in the view of Historic England, to become unable to pay any of its debts then Historic England will be entitled forthwith to recover the Funding from the Recipient. In such circumstances, no further monies will be payable by Historic England to the Recipient or to anyone acting on its behalf or in its name.

12.0 Data Protection

12.1. Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

12.2. Historic England's full privacy and cookies policy can be viewed at <https://historicengland.org.uk/terms/privacy-cookies/>.

13.0 Compliance with Anti-Slavery and Human Trafficking Laws and Policies

13.1. In performing its obligations under the agreement, the Parties shall comply with all applicable anti-slavery and human trafficking laws statutes regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

14.0 Other conditions

14.1 During the Term, the Recipient will provide interim reports on progress against the Works Programme as specified in the Offer Letter. Within three months of the completion of the Works Programme, the Recipient will provide a final report setting out what has been achieved in relation to the Approved Purposes during the Term. Reports should explain in quantitative and qualitative terms how the Recipient has performed against the Works Programme and any specific targets or special conditions agreed with Historic England.

14.2 Where payment in quarterly instalments has been specified in the Offer Letter, the Recipient will provide a mid-year report no later than 31 October on the activities



supported by the Funding to enable Historic England to consider the use to which the Funding is being put.

14.3 Where payment in quarterly instalments has been specified in the Offer Letter, the Recipient will provide an end-year report with their claim for the final quarter on the activities supported by the Funding and such other information with regard to the Approved Purposes as Historic England may from time to time reasonably require to enable Historic England to consider the use to which the Funding is being put.

14.4 The Recipient will enable Historic England's representatives to attend the Recipient's management/trustee/steering group meetings from time to time upon request.

15.0 Publicity

15.1 Historic England may make public the purpose and amount of its financial support in whatever way it shall think fit.

15.2 The Recipient shall acknowledge in any publications supported by the Funding and when publicising the Works Programme in reports etc. that it has been supported financially by Historic England.

15.3 The Recipient will not use the name and logo of Historic England without its prior written approval.

16.0 Variation of terms and conditions

16.1 No variations to the terms and conditions of this agreement will be binding unless they are agreed in writing by Historic England. No representation or agreement about variations, whether express or implied by representatives of Historic England, will be effective unless they are confirmed in writing by Historic England. Historic England will not accept any responsibility for any such representation that is not confirmed in writing.

17.0 Offer Personal

17.1 The offer of support is not transferable and is offered solely to the Recipient.



18.0 Inconsistency

18.1 In the case of discrepancy between the Offer Letter and these Conditions the former shall prevail. In cases of discrepancy between these Conditions and other documents forming part of this agreement, these Conditions shall prevail.

19.0 Termination of the Funding

19.1 Either party, with three months' notice in writing, may terminate the agreement. Reasons should be given.

19.2 If the Recipient ceases to carry out the Approved Purposes for whatever reason Historic England will be entitled to terminate this agreement with immediate effect.

19.3 For the avoidance of doubt, clauses 5.1-5.6, 6.1-6.3, 8.2-8.4, 9.1-9.4, 10.10, 11.1-11.4, 15.1-15.3 shall survive termination.

20.0 Liability for Future Funding

20.1 Historic England makes no commitment to renewing or continuing financial support to the Recipient after the end of the Term. The Recipient should, therefore, endeavour to minimise its dependence on Historic England by obtaining financial support from other sources.