



# Quantock Landscape Partnership Scheme

*Reimagining the Manor*



## Quantock Landscape Partnership Scheme Heritage Grants Fund

### TERMS AND CONDITIONS

The following conditions apply to all offers by the Quantock Landscape Partnership Scheme, under the Landscape Partnership Heritage Grants fund.

#### **General**

- 1 The conditions set out below are applicable to all offers of grant for the work covered by the offer, unless expressly deleted or varied in the formal offer to the applicant.
- 2 The offer of grant is made on the understanding that no grant will be paid for any work carried out, or services provided, prior to the acceptance of the offer in writing, and that the applicant will at all times use his or her best endeavours to operate the facilities or services to be provided in accordance with the purposes set out in the letter offering grant aid. The Quantock Landscape Partnership Scheme (hereinafter referred to as QLPS) will be free to refer to grants offered, either generally or for specific projects, in its publicity material.

#### **Acceptance and start**

- 3 The offer must be accepted in writing within 14 days of the date of the offer letter. If the acceptance is not received within that time, the offer will lapse. The project must be completed within one calendar year unless agreed otherwise.

## **Grants or Loans from Other Public Bodies**

- 4 The offer of grant is made on the understanding that, in the course of making application, the applicant will have disclosed to the QLPS any financial contributions received or expected for the same purpose from any other body financed from public funds, for example, Natural England, Sport England, Forestry Commission, Historic England, Heritage England, DEFRA, national agri-environment schemes such as Countryside Stewardship, or from local authorities.

The applicant must also disclose if any part of the proposed works is an existing legal obligation, such as works required as a condition of planning permission or under an agri-environment agreement. Such works are not eligible for QLPS grant.

Insofar as any such contributions or obligations may not have been disclosed prior to the QLPS offer, the QLPS may vary or cancel its offer to take account of them.

## **Acknowledgement**

- 5 The applicant shall, in agreement with the QLPS, acknowledge the Quantock Landscape Partnership Scheme contribution in an appropriate way in any publicity, with specific reference to the National Lottery Heritage Fund. The QLPS can provide guidance on branding where appropriate.

## **Standard of Works, Services and Facilities**

- 6 All works grant aided by the Quantock Landscape Partnership Grants Fund shall conform to the plans and specifications or other particulars submitted to the QLPS and approved by it.
- 7 The applicant shall ensure at all times that works and activities covered by the offer of grant aid conform to the relevant statutory obligations, bylaws, planning consents and building regulations.

## **Maintenance/Replacement**

- 8 You will be required to maintain the hedge, trees, or building or other heritage feature for at least 10 years after the work has been completed. This means that you will, for instance, need to weed newly planted trees or shrubs until they are established and maintain any fencing or tree guards.
- 9 During this period the applicant shall be responsible for restoring or replacing any items that may be damaged or lost through fire, theft, accident, storm, flood, tempest, drought or grazing animals or through malicious damage.
- 10 Where the works involve tree or shrub planting, if more than 10% of any newly planted trees or shrubs die in the first two years you must replace them (you are advised to make this a condition of your

contract with the person or company doing the planting, so that the ultimate liability and risk rests with them).

11. You must monitor the success of the project and give us a completion report with photographs and a copy of any reports which are produced with our grant at the end of the project.
12. If you sell the property within the next 10 years, this condition must be passed on to the successor in title as part of the conditions of sale.
13. Failure to abide by these conditions may result in you being required to replay the grant.

### **Indemnity**

14. The applicant shall be responsible for meeting any claims against him or her, or against the QLPS, arising out of the grant aided items or services as a result of negligence or public liability.

### **Inspection**

15. Any person authorised by the QLPS or acting on their behalf shall be entitled at all reasonable times to enter and inspect the work for the purpose of ascertaining that the terms and conditions of the offer are being complied with and the applicant shall provide as required any relevant books, documents, records and audited accounts.

### **Breach of Conditions**

16. In the event of a breach of these conditions, the QLPS may declare the offer to be void, or may vary the amount of grant to be paid or, where the grant or a portion of it has been paid, may require the amount paid to be repaid in full or in part with interest at the rate then currently specified by the Treasury for debts owing to Government Departments.

### **Arbitration**

17. Any dispute about the interpretation of these conditions shall be referred to the arbitration of a person to be agreed between the parties or, failing agreement within 28 days after either party has given to the other a written request or concur in the appointment of an arbitrator, a person to be nominated at the request at either party by the President of the Royal Institution of Chartered Surveyors. This decision will be binding.

### **Data Protection**

We will use the information you give us on the application form and during the life of any grant awarded to administer and analyse grants. We may give copies of all or some of this information to individuals and

organisations we consult when assessing applications and monitoring grants e.g. the QLPS Heritage Grant Scheme Panel. We may also share information with other organisations with a legitimate interest in QLPS applications and grants or for protection from, or detection of, fraud.