

DATED 1 March 1999

COPY

THE TRUSTEES OF THE NATIONAL HERITAGE
MEMORIAL FUND

and

CARMARTHENSHIRE COUNTY COUNCIL

CONTRACT

COPY

THIS CONTRACT is made the *1st* day of *March* 1999

BETWEEN

1. **THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND** of 7 Holbein Place London SW1W 8NR ("NHMF"); and
2. **CARMARTHENSHIRE COUNTY COUNCIL** of Cultural Centre Richmond Terrace Carmarthen SA31 1DS ("the Grantee").

WHEREAS

- (A) The Grantee has applied to NHMF for a grant from the Heritage Lottery Fund for the Approved Purposes (as hereinafter defined).
- (B) NHMF has agreed to make a grant for an amount and on the terms and conditions set out in this Contract.

NOW IT IS HEREBY AGREED as follows:

1. In this Contract:
 - 1.1 "the Application" means the Grantee's application number **HF-98-00559** for the Grant from the Heritage Lottery Fund, as varied by subsequent correspondence (if any) with NHMF.
 - 1.2 "Approval" means approval in accordance with Clause 21 of this Contract.
 - 1.3 "the Approved Purposes" means the purposes for which the Grantee has requested the Grant and the method by and the manner in which the Grantee proposes to carry out the said purposes as set out in the Application. For the avoidance of doubt the manner in which the Approved Purposes are carried out shall include the provision and application of partnership funding as contemplated in the Application.
 - 1.4 "the Approved Usage" means the use contemplated in the Application to which the Grantee intends to put the Property following its fulfilment of the Approved Purposes.
 - 1.5 "the Grant" means the sum of **ONE HUNDRED AND SIXTEEN THOUSAND FIVE HUNDRED POUNDS (£116,500)**.
 - 1.6 "the Grant Expiry Date" means **31 DECEMBER 1999**.
 - 1.7 "the Property" means the property referred to in the Application and briefly described as **THE FORMER BRO MYRDDIN GRAMMAR SCHOOL CARMARTHEN** and which (for the avoidance of doubt) includes all property acquired restored or otherwise funded by the Grant whether appreciating or depreciating property.

- 1.8 "the Works" means the works comprised in the Approved Purposes.
- 1.9 Words importing persons shall include corporations.
2. The Grantee will itself apply the Grant solely for the Approved Purposes and will not deviate in any respect from the Approved Purposes without the prior Approval of NHMF.
3. The Grantee will fulfil the Approved Purposes by the Grant Expiry Date and thereafter will use the Property or allow it to be used only for the Approved Usage.
4. The Grantee will observe and perform the special conditions (if any) set out in Appendix 1.
5. The Grantee will retain the Property in its ownership and possession and will not sell let pledge mortgage charge or otherwise encumber the Property or any interest therein without the prior Approval of NHMF whose Approval if given may be given subject to such terms and conditions as it thinks fit which may include a requirement for the repayment to NHMF of a share of the net proceeds of sale of the Property.
- 6.1 The Grantee will maintain the Property in good repair and condition unless the Approved Purposes include the repair or restoration of the Property in which case the Grantee will so maintain the Property following such repair or restoration.
- 6.2 Following the fulfilment of the Approved Purposes the Grantee shall not without the Approval of NHMF make any alterations to the Property which would or might reasonably be regarded as material within the spirit and context of this Agreement.
- 7.1 The Grantee will keep any item or items which are the subject of the Grant in a physically secure or other appropriate environment.
- 7.2 The Grantee will inform NHMF in writing within 5 working days of any loss or significant damage to the Property.
- 7.3 The Grantee will effect and maintain insurance cover for the Property in accordance with the principles set out in Appendix 2 and shall ensure that NHMF's interest in the Property is noted on the Grantee's policy of insurance (if any) for the Property. In the event of any sums being received by the Grantee as a result of such insurance cover the Grantee will apply such sums in the reinstatement or repair of the Property. If the Grantee does not so apply such sums the Grantee will pay to NHMF a sum which bears the same proportion to the sums received as the Grant bore to the original cost of the Approved Purposes.
8. The Grantee will arrange for the general public to have full appropriate access to the Property and provide on demand details of such access to NHMF. The Grantee will ensure that no person is unreasonably denied access to the Property.
- 9.1 Prior to the public announcement of the Grant by NHMF, the Grantee will not issue any public statement press release or other publicity in relation to the Grant or which refers to NHMF other than in a form Approved by NHMF who must be consulted in advance of any such public statement press release or other publicity.

- 9.2.1 Following the announcement of the Grant, the Grantee will publicly acknowledge the Grant in such form or forms as NHMF may from time to time require. Details of NHMF's general requirements are set out in the information pack provided by NHMF to the Grantee and receipt of which is hereby acknowledged by the Grantee. The Grantee must comply with the requirements set out in the information pack and with such other requirements as may be notified to the Grantee by NHMF.
- 9.2.2 Without prejudice to the generality of Clause 9.2.1, the Grantee shall, within fourteen days of the announcement of the Grant and at all times thereafter, display or procure the display on or in close proximity to the Property an acknowledgement of the Grant in a clear manner visible to any person viewing or visiting the Property.
- 9.3 NHMF may make public the purpose and amount of the Grant in whatever way it shall think fit.
- 10.1 The parties acknowledge that for the purposes of the Regulations made from time to time governing the procurement of Public Works Contracts Public Services Contracts and Public Supply Contracts (together "the Procurement Regulations") NHMF is a "contracting authority" for the purposes of the Procurement Regulations and the Grantee may also be or be deemed to be a "contracting authority" for the purposes of the Procurement Regulations and so bound by the Procurement Regulations in the award of certain contracts.
- 10.2 The Grantee agrees to observe and comply with the Procurement Regulations to the extent necessary in relation to the award of any contract which is funded in whole or in part by the Grant.
- 11.1 The Grantee will supply transparencies and photographs of the Property to NHMF free of charge in accordance with Appendix 3.
- 11.2 The Grantee hereby grants to NHMF a perpetual gratuitous copyright licence to make or allow such use of the transparencies and photographs supplied in accordance with Appendix 3 as NHMF shall think fit. The Grantee warrants that it has or will have the right to grant such a licence and that no such use of the transparencies and photographs will infringe the rights of any third parties. Such transparencies and photographs will not be used by NHMF for commercial gain.
12. The Grantee will complete and return to NHMF the PSS documents in accordance with the instructions given to the Grantee by NHMF.
- 13.1 The Grantee will supply to NHMF such other financial or other information as NHMF may from time to time require in respect of the Grant, the Property, the Approved Purposes and the Approved Usage whether before during or after the fulfilment of the Approved Purposes.
- 13.2 The Grantee will allow NHMF (or any persons duly authorised by it) to have such access to the Property as they may require in order to:

- a) inspect the Property and any repair or restoration of or other work to the Property;
- b) monitor the progress of the Approved Purposes; and
- c) monitor the Approved Usage.

Where NHMF (or any person duly authorised by it) makes any recommendations regarding these matters the Grantee shall take such reasonable steps as may be necessary to comply with the recommendations.

- 14. The Grantee will take appropriate steps to monitor its success in fulfilling the Approved Purposes and in using the Property for the Approved Usage and provide to NHMF any information it requires to satisfy itself that the Approved Purposes have been properly fulfilled in accordance with this Contract and that the Property is being used for the Approved Usage.
- 15.1 Subject to the National Lottery continuing to operate in accordance with the National Lottery etc. Act 1993 and provided that sufficient funds are generated thereby and made available to NHMF, NHMF will pay the Grant to the Grantee on such date or dates as may be agreed with NHMF prior to the Grant Expiry Date. NHMF confirms that the Grant is recorded in its accounts as a hard commitment.
- 15.2 If the Grant is to be paid in instalments then instalments of the Grant shall only become payable by NHMF if
 - a) prior to each instalment date the Grantee has provided (certified as appropriate by a suitably qualified person approved by NHMF) copy invoices for goods or services supplied to the Grantee in connection with the Approved Purposes for which it is claiming reimbursement; and
 - b) NHMF is satisfied that the Approved Purposes are being and will continue to be or have been fulfilled and that instalments are being spent by the Grantee pro rata with such funds as are being provided for the Approved Purposes from other sources.
- 16. The Grant (in so far as it shall have been paid) shall forthwith become repayable by the Grantee to NHMF (and any future payments of the Grant stopped) if
 - a) the Grantee fails to apply the Grant for the Approved Purposes;
 - b) the Grantee fails to fulfil the Approved Purposes or to use the Property for the Approved Usage;
 - c) there is a material change in the status of the Grantee;
 - d) the Grantee fails to comply with any of the terms and conditions set out in this Contract;
 - e) the Grantee ceases to operate or is declared bankrupt or is placed into receivership or liquidation;

- f) the Grantee's application form is shown to the satisfaction of NHMF to have been completed fraudulently, incorrectly or misleadingly in any material particular;
 - g) the Grantee has acted fraudulently or negligently in any material matter in connection with the Approved Purposes or the Approved Usage.
17. The Grant shall not become repayable under Clause 16 as a result of
- a) the change of ownership of the Property; or
 - b) a material change in the status of the Grantee; or
 - c) the failure of the Grantee to apply the Grant for the Approved Purposes; or
 - d) the Grantee using the Property or allowing it to be used for purposes other than the Approved Usage;
- if the Grantee or the new owner (as the case may be) resubmits the application to NHMF for reconsideration and such application is approved by NHMF.
18. If the Grantee fulfils the Approved Purposes without spending the full amount of the Grant, such part of the Grant as remains unspent must be repaid to NHMF by the Grantee. For the avoidance of doubt the Grant shall be deemed to have been spent pro rata with funds provided for the Approved Purposes from other sources.
19. If, in breach of the terms and conditions of this Contract, the Grantee sells or otherwise disposes of the Property or in some other way is in receipt of monies as a result of a breach the Grantee shall forthwith pay to NHMF the greater of the amount of the Grant (repayable in accordance with Clause 16) and a share of the net proceeds of sale of the Property (such share to be in direct proportion to the share of the relevant costs made from the Grant).
20. The Grantee shall take all such steps and execute such documents as may be necessary to fulfil its obligations under this Contract and to vest in NHMF the rights granted to it under this Contract.
- 21.1 Any approvals to be given by NHMF shall be requested by the Grantee in a written application delivered or sent by registered post to NHMF at its address appearing in this Contract. Such request shall be deemed to have been received by NHMF at the time of delivery or, if sent by registered post, on the third day after posting.
- 21.2 If NHMF has neither given nor refused its approval of the application within two calendar months of the date upon which NHMF is deemed to have received it then the Grantee may thereafter request in writing by registered post a reply from NHMF which NHMF shall be deemed to have received in accordance with the principles at 21.1 above. If NHMF has not replied to either the original application or further request within 7 days of its deemed receipt of the further request NHMF shall be deemed to have given the approval sought by the Grantee.

- 21.3 The approval procedure in this Clause 21 shall not apply to any approval sought by the Grantee pursuant to Clause 17 of this Contract.
22. The terms and conditions of this Contract (other than Clauses 13.1, 13.2 and 14) shall cease to apply to the whole or any part of the Property on the expiry of the period of 10 years from the date of this Contract.
23. The Grantee acknowledges that the Grant is the total amount of funds to be provided by NHMF for the Approved Purposes and shall not be taken to imply that further funds will be provided to fulfil the Approved Purposes in the event of any shortfall or to fund the operational costs of the Property or the Approved Usage.

AS WITNESS the hands of the parties hereto

APPENDIX 1

Special Conditions

- 1.1 The Grantee will sign and complete all contracts and letters of appointment required to enable the Grantee to fulfil the Approved Purposes including all contracts with contractors and professional advisers before the work to which such contracts relate is due to commence. Each such contract shall provide for the provision of the work or services contracted for on terms which do not differ to a material extent (save as provided by this Contract) from the terms (including appropriate provisions for a retention on practical completion) that would be entered into by a reasonably experienced building employer engaging parties to provide similar work or services for projects of the size, value, complexity and prominence of the Approved Purposes. Any material divergence from such terms requires the Approval of NHMF.
- 1.2 Unless otherwise agreed with NHMF the Grantee shall ensure that all contracts are executed as deeds.
- 1.3 Unless NHMF agrees otherwise in writing, the Grantee shall obtain at least three tenders for each of the said contracts and appointments and shall submit to NHMF a report on the tenders received giving a breakdown of the lowest tender received (differentiating, if relevant, between grant aided and non grant aided work), together with an indication of the tender that the Grantee intends to accept or has accepted, the difference between that tender price and the Grantee's original estimate and the reasons for accepting such tender if such part of it as is relevant to the Works is not for the lowest price.
- 1.4 NHMF may reduce the Grant by such amount as it thinks fit up to an amount which bears the same proportion to the difference between the lowest tender price and the price of the tender accepted by the Grantee as the Grant bore to the original cost of the Approved Purposes if NHMF, in its absolute discretion, disagrees with the reason given by the Grantee for not accepting the lowest tender.
- 1.5 The Grantee agrees that it shall only accept tenders that it believes in good faith will result in the Approved Purposes being carried out to the standard prescribed by Special Condition 2 of this Contract.

2. The Grantee shall carry out the Works or shall procure that the Works are carried out in a good and workmanlike manner in accordance with good building and, if applicable, landscaping practice and to a qualitative standard appropriate to property of outstanding scenic historic aesthetic architectural or scientific interest and of importance to the national heritage.
3. Prior to commencing the Works the Grantee shall secure to NHMF's satisfaction all necessary planning permissions building consents and statutory approvals.
4. Prior to commencing the Works the Grantee will prepare a detailed specification and drawings for the Property and shall submit the same to NHMF for Approval. The Grantee shall carry out the Approved Purposes only in accordance with the Approved specification ("the Specification") drawings ("the Drawings") and the relevant contracts referred to in special condition 1.1. The Grantee must obtain NHMF's prior written Approval for any material changes to the Specification or Drawings.
5. The Grantee shall take account of any representations which NHMF may make with regard to the carrying out of the Approved Purposes in accordance with the Specification Drawings and the contracts referred to in special condition 1.1. In particular the Grantee shall take account of any representations which NHMF may make prior to the issue of a certificate of practical completion of the Works and shall pass such representations on to the person authorised to sign a certificate of practical completion.
6. The Grantee will effect and maintain (or will procure the effecting and maintenance of) during the Works construction and project insurance for the project on terms which note the interest of and are Approved by NHMF.
7. Prior to commencing the Works the Grantee shall secure to the satisfaction of NHMF all the additional funding required to complete the Approved Purposes.
8. On completion of the Works the Grantee shall relocate the Grantee's archives to the Property and shall keep them there for the duration of this Contract.
9. Within 6 months of the date of this Contract the Grantee will prepare a strategic overview of the archive service with reference to the cataloguing and conservation of the existing archives including a Statement of Conservation Strategy and shall submit the same to NHMF for Approval. Thereafter the Grantee shall implement any recommendations made.
10. Within 6 months of the date of this Contract the Grantee will submit a 5 year plan for the conservation of the existing archives to NHMF for Approval. Thereafter the Grantee shall implement any recommendations made.

APPENDIX 2

Insurance

1. In respect of property of the type described in the left-hand column the Grantee shall effect and maintain insurance cover against appropriate risks in accordance with the principles specified in the right-hand column opposite:

	<u>Property</u>	<u>Insurance Cover</u>
1.1	Land	No cover is required except for the replacement and (if appropriate) the reinstatement of crops or woodland the subject of the Approved Purposes.
1.2	Buildings and other immovable property	The cover required is for the Property's full reinstatement value
1.3	Unique chattels which are by their nature irreplaceable	The cover required is for repairable damage to the Property and such additional risks as the Grantee considers appropriate.
1.4	All other chattels and movable property	The cover required is for the Property's full reinstatement value.

2. Where the Property consists of more than one of the types specified above the Grantee will effect and maintain the appropriate cover specified for each constituent part of the Property.
3. The Grantee need not effect or maintain insurance for the whole or any part of the Property for such period as it is covered by the Government indemnity scheme.
4. Where NHMF has agreed in writing that the Grantee should self-insure then no other insurance need be effected.

APPENDIX 3

Transparencies and Photographs

1. "Transparencies" shall mean good quality colour transparencies (35 mm).

"Photographs" shall mean black and white photographs measuring not less than 10 inches by 8 inches.
2. If the Approved Purposes include the acquisition of the Property then the Grantee will supply to NHMF free of charge a minimum of two Transparencies and two Photographs of the Property (or in the case of a collection a selection of representative items). Such Transparencies and Photographs must be supplied on request and in any event not later than two months after completion of the acquisition.
3. If the Approved Purposes include the repair or restoration of or other works to the Property then the Grantee will supply to NHMF free of charge:
 - 3.1 a minimum of two Transparencies and two Photographs showing the Property before the repair or restoration or other works. Such Transparencies and Photographs must be supplied at the same time as this Contract duly executed is returned to NHMF
 - 3.2 a minimum of two Transparencies and two Photographs showing the Property during the repair or restoration or other works. Such transparencies and photographs may be supplied at any time during the repair or restoration or other works but must be supplied forthwith if NHMF so requests
 - 3.3 a minimum of two Transparencies and two Photographs showing the Property after the repair or restoration or other works. Such Transparencies and Photographs must be supplied on request and in any event not later than two months after completion of the repair or restoration or other works.
4. In the case of any other of the Approved Purposes the Grantee will supply to NHMF free of charge a minimum of two Transparencies and two Photographs of the Property (or in the case of a collection a selection of representative items). Such Transparencies and Photographs must be supplied on request.
5. The Grantee will supply further Transparencies and Photographs to NHMF free of charge if requested by NHMF so to do.

Robert Dyer

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For and on behalf of the Trustees of the
National Heritage Memorial Fund

D.F. Griffiths

.....
For and on behalf of the Grantee (please sign)

D.F. GRIFFITHS

.....
(please print)

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