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Ref: HESF16012614631

22 April 2021

Dear Sirs,

Historic Environment Support Fund (under £10k) Rowantree Cottage

I am pleased to confirm that Historic Environment Scotland (HES) will provide funding support of up to £7,008 through the above grant scheme pursuant to powers set out in the Historic Environment (Scotland) Act 2014.

The grant must be spent as outlined in your funding application and is subject to the Grant Conditions attached to this offer at Annex A. Please read the Grant Conditions carefully before accepting the offer of grant and keep a copy for your future reference. Failure to abide by any of the Grant Conditions may result in the withdrawal of grant or recovery of sums already paid.

Your HES contact for this Grant will be Megan Leishman, who will deal with all further correspondence going forward.

If you wish to accept this offer of Grant you must complete and return your Grant Acceptance Form (Annex B) within one month of this offer, otherwise the offer of grant will be deemed to have been withdrawn.

Acknowledgement of Grant

Please note, that you must not publicise your Grant award or any of the information in your offer of Grant until HES has announced the funding and you have first received the agreement of HES's communication team on both the timing and content of any press releases. A quote from HES must be included in any press releases you are issuing. You can contact our communications team at communications@hes.scot

Following our initial announcement of the Grant award it is very important that our funding is acknowledged, and we require you to include the HES logo and #HESsupported in your media activities throughout the Grant Funded Period. For further guidance and templates, please visit: <https://www.historicenvironment.scot/grants-and-funding/acknowledging-your-grant-funding/>



When sharing stories about your Grant funded activities via social media and other forms of publicity, please tag HES so that we can share or retweet your posts. This can be a great way of raising the profile of your activities and widening interest in our historic environment.

If you are planning any events to launch or celebrate your grant funding, please let us know so that appropriate HES representatives can attend, or we can support your event with our corporate communications activity.

Grant Payment

Our finance colleagues will contact you to ask for your bank details in order to have you set up as a supplier on our system. If you have received HES Grant before you may still be contacted to verify your bank details.

After we have received your Grant Acceptance Form and your bank details have been verified, you can claim your grant in full on completion of the project (as set out in the Grant Conditions). You should email your Grant Claim Form (Annex C) (accompanied by evidence of expenditure such as receipts and paid invoices or bank statements) to your Grant Manager. You must also email your Final Evaluation Report, using the template provided (Annex D) to your Grant Manager along with your Grant Claim Form.

If, for cashflow reasons, you require payment of the Grant in instalments prior to completion of the project, please advise HES who will act reasonably in considering such a request.

Following receipt of the Grant Acceptance, the Grant will remain available for drawdown until 31 March 2022 by which time we will expect the funded activities to have been completed and the Grant Claim Form, Final Evaluation Report and all other required information to have been submitted. You will not be able to claim this Grant from HES after this date unless you have previously agreed an extension with us. It is therefore very important that you contact us in advance if you do not think you will meet this deadline.

Yours faithfully,

Amy Eastwood
Head of Grants



Historic Environment Support Fund Grant Conditions

Definition of Terms

In these Grant Conditions, the foregoing offer of Grant and the other annexations to the offer of Grant the following terms shall have the following meanings:-

"Application" means your application for grant under the HES Historic Environment Support Fund to deliver the Grant Outcomes specified therein;

"Data Protection Legislation" means (i) all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and (ii) any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"Final Claim Submission Date" means 31 March 2022;

"Final Evaluation Report" means a report, in the form set out in Annex D to the foregoing offer, assessing the delivery of the Grant Outcomes which includes a summary of the grant-aided activity undertaken, an assessment of progress towards or success in achieving the Grant Outcomes and a summary of any lessons learned and recommendations for the future.

"Grant" means Seven Thousand and Eight Pounds (£7,008) Sterling;

"Grant Claim Form" means the form to be used when claiming the Grant, a draft of which is set out in Annex C to the foregoing offer, completed for the project (or if agreed by HES, the relevant instalment of Grant) and including receipts, bank statements and invoices to evidence expenditure of the Grant in line with the Grant Eligible Costs;

"Grant Contract" means the foregoing offer of Grant, together with the annexations thereto and including these Grant Conditions, and your acceptance of them and any other formal letters following on from the accepted Grant Conditions comprising a concluded contract between you and HES;

"Grant Eligible Cost" means that proportion of the cost of delivering the Grant Outcomes as is deemed by HES to be eligible for grant assistance;

"Grant Outcomes" means the outcomes your project will meet as specified in your Application and updated or amended as necessary, for each year of the Grant Funded Period, all as approved by HES from time to time;

"Grant Funded Period" means 31 March 2021 until 31 March 2022.

"HES" means Historic Environment Scotland a non-departmental public body incorporated under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (SC045925) and having its principal place of business and registered Charity address at Longmore House, Salisbury Place, Edinburgh, EH9 1SH;



"Modern Slavery Legislation" means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015 and the Human Trafficking and Exploitation (Scotland) Act 2015;

"Recovery Period" means 5 years from your acceptance of these Grant Conditions;

"Relevant Legislation" means any requirement in respect of or affecting a property or its use under all applicable common law, statute, statutory provision (including any subordinate legislation), instrument, rule or regulation under or in pursuance of any Act of Parliament, statutory guidance, by-law, regulation, public or local policy or order made by, or any requirement of any competent statutory, public or local authority or the decision of any court of competent jurisdiction;

"Scheme Guidance" means the guidance published by HES from time to time in relation to the Historic Environment Support Fund;

"Statement of Actual Expenditure" means a statement of the total actual expenditure spent in delivering the Grant Outcomes, in the form of a spreadsheet with signed covering letter, detailing actual expenditure incurred under cost headings that relate to the project cost details submitted with your Application.

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

"you" means Adam Burton.

Procedure for Release of the Grant

Unless otherwise agreed by HES, Grant should be claimed in a single instalment following completion of the Grant-funded activities.

In order to claim the Grant you must submit a completed Grant Claim Form. The Grant Claim Form must be signed and dated by the officer nominated on the Grant Acceptance Form or such other person as you have nominated in writing in advance to HES.

If you are unable to meet the Final Claim Submission Date, you should notify us of this in writing in advance providing us with a reason for the delay and a proposed revised date when submission could be made. It will be at the discretion of HES whether to accept any such late submission. Failure to submit the Grant Claim Form by the Final Claim Submission Date (or such later date as is agreed with HES) may result in the Grant being recovered under Condition - and may affect grant awards in future years. Grant should not be carried forward from one Financial Year to the next without prior approval from HES.

If the Grant is paid in instalments on the basis of estimates of expenditure, confirmation of actual expenditure should be submitted with your subsequent Grant Claim Forms. Any overpayment or payment made in respect of expenditure subsequently found not to be a Grant Eligible Cost must be repaid to HES on demand, or may, at the discretion of HES, be offset against further approved expenditure.

You must inform HES immediately if any other income becomes available to you which is directly attributable to the Grant Eligible Costs.

Documentation to be Provided

The following should be submitted to your HES Grant Manager:-



- a completed Final Evaluation Report at the same time as submitting your final Grant Claim Form;
- a Statement of Actual Expenditure by **30 April** in each Financial Year. Evidence to support the figures included in the Statement of Actual Expenditure should be retained by you for the Recovery Period and must be submitted to HES, if requested.

Purpose of the Grant

You must only use the Grant for the purposes set out in your Application in order to deliver the Grant Outcomes.

The Grant is not to be used for party-political advocacy.

You must ensure that the Grant Outcomes are delivered to the highest possible standard following recognised good practice and applicable Government guidelines. Where relevant you must use suitably qualified individuals and contractors.

Any capital item purchased with the Grant must be retained by you for the purposes set out in your Application throughout the Recovery Period and must (i) be maintained by you in good repair; (ii) be stored safely and securely; (iii) have adequate insurance cover in place; and (iv) have the benefit of all necessary permissions, consents and licences required for its use.

In keeping with the responsibility of HES to attain value for money when administering public funds, you must ensure value for money and have regard to the need for economy and efficiency and the avoidance of extravagance and waste when spending the Grant. You must ensure that you have obtained suitable quotes, tenders or other evidence in order to demonstrate that you have achieved value for money when spending the Grant and follow all procurement regulations and guidelines which are applicable to you.

Statutory Requirements and Consents

You must comply with all Relevant Legislation and ensure that all necessary consents, permissions and licences are in place to allow you to carry out the Grant funded activities.

Inspection

You must allow HES and its representative's access to your property for the purpose of inspection in order for HES to check whether you are complying with the terms of the Grant Contract.

You must maintain a complete set of records to trace the supply chain of all goods and services used in delivering the Grant Outcomes and provide HES and its third-party representative's access to such records.

Officials of HES or the National Audit Office shall be entitled to examine books and records relating to the Grant and you must make such information available to them in the required format. Additionally, the Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which you have used your resources in achieving the Grant Outcomes and you must provide them with all relevant information to allow them to carry out that task.



Grantee Conduct

You are expected to embrace fair work principles and practices in line with the advice of the Fair Work Convention and you must ensure that any new paid posts funded by the Grant are paid the national Living Wage as a minimum.

You must have appropriate policies in place to reduce the risk of fraud, bribery and corruption within your organisation.

You must ensure that any person or body carrying out any activity on your behalf complies with Relevant Legislation and, in particular, does not commit any act of discrimination rendered unlawful under the relevant legislation.

In performing the obligations under the Grant Contract, you must comply with the Modern Slavery Legislation and notify HES as soon as you become aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Grant Contract. You represent and warrant that you have not been convicted of any offence involving slavery and human trafficking nor have you been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery or human trafficking.

You must include in contracts with your contractors, and oblige your contractors to include in any subcontracts for Grant funded work, provisions which are at least as onerous as those set out in Condition 0.

Publicity

Your organisation is required to acknowledge the Grant in any press releases relating to the Grant funded activities and through appropriate use of the HES logo on your website and in any printed material. When you are ready to use the HES logo please contact our Communications Team at communications@hes.scot who will provide you with guidance.

You must permit HES and the Scottish Government to publicise the Grant in any publication or on the website of HES or that of the Scottish Government.

You must not make any announcement or issue any statement, press release or other publicity without the prior written approval of HES, which approval will not be granted (i) until HES has made public the award of the Grant to you; and (ii) unless it contains a quote issued to you by HES for inclusion and the HES logo.

You must ensure that (i) your website and any press release, statement or publicity issued by you and relating to the delivery of the Grant Outcomes mentions the Grant from HES; (ii) any social media activity on any platform relating to the delivery of the Grant Outcomes includes the HES logo, the metadata tag "#HESsupported" and tags the relevant HES social media account; and (iii) you invite HES to any launch or other event celebrating the delivery of the Grant Outcomes.

Data Protection, Freedom of Information and the Public Reform (Scotland) Act

The data you provide to HES as part of your Application and the Grant Contract is subject to the provisions of the Freedom of Information (Scotland) Act 2002 (FOISA), the Data Protection Legislation and the Environmental Information (Scotland) Regulations 2004 (EI(S)R).



HES shall be entitled to share relevant data, including historical data and personal data, that is held about you and your organisation with other organisations for legitimate purposes and when required to do so in terms of any Legal Requirement.

HES shall be entitled to release relevant data under FOISA and EI(S)R unless a relevant exemption or exception applies.

HES shall be entitled to release information held about you, including your identity, the amount of the Grant and any information provided as part of your Application. Without prejudice to the foregoing generality, in order to comply with section 31(3) of the Public Services Reform (Scotland) Act 2010, HES publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, HES publish a monthly report of all payments over £25,000. Where a payment is made in excess of £25,000 you consent to its disclosure (in the form of the name of the payee, the date of the payment, the subject matter and the amount of grant) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

For further information regarding how HES processes your personal data in relation to your Application and the Grant Contract, please see our Privacy Notice at:

<https://www.historicenvironment.scot/privacy-notice/grants-portal-privacy-notice/>

Grant Recovery

You must inform HES as soon as you become aware of the occurrence of an event listed below. If such an event occurs, HES is entitled to (i) re-assess, vary, make a deduction from, withhold or recover the Grant (or such proportion of it as HES thinks fit); (ii) charge interest on any sums recovered from the date of payment of the Grant to you until repaid; and/or (iii) to terminate the Grant Contract; if:-

- during the Recovery Period, you dispose of your interest in any capital item fully or partly-funded by the Grant;
- at any time any condition of the Grant Contract is contravened or not complied with and, if the breach is capable of remedy, you have been given notice of it and have failed to remedy it within the period of time specified in the notice;
- you have not submitted the Grant Claim Form (or final Grant Claim Form if HES agrees that the Grant can be paid in instalments) by the Final Claim Submission Date;
- you have not submitted the documentation set out in Condition 0 by the relevant date;
- other funding becomes available to you which is directly attributable to the Grant Eligible Costs;
- you cease to trade or are sequestrated, become apparently insolvent or enter into a trust deed for behoof of your creditors or being a company you go into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purposes of amalgamation or reconstruction) or appoint a receiver or monitor or have a receiver or monitor appointed or have an administration order made;
- HES considers that any information provided by you in your Application and/or in terms of the Grant Contract is fraudulent, incorrect or misleading or you have failed to provide information which would have been relevant to HES in approving the Grant or determining any matter in terms of the Grant Contract;

A certificate by HES as to the amount of the Grant due to be repaid will, in the absence of manifest error, be conclusive evidence of the sum to be repaid.



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Any sums to be recovered from you shall be paid by you to HES within 15 Working Days of demand.

Expenses

You will pay to HES within 10 Working Days of demand all costs, charges and expenses incurred by HES in the enforcement of the conditions of the Grant Contract.



Annex B

Historic Environment Support Fund Grant Acceptance Form

Details of grantee

Name: Adam Burton

Address: Green Cottage
Stonehouse Lane
Peckforton
Tarpoley
CW6 9TN

Acceptance of Grant

On behalf of Adam Burton, I accept the grant of up to £7,008 as offered in the HES letter of 22 April 2021 and agree to be bound by the Grant Conditions set out in Annex A of the said letter.

Name	
Position	
Signed	
Date	



Annex C

Rowantree Cottage Historic Environment Support Fund Grant Claim Form

I hereby claim £_____, being the grant due under the above fund in terms of the HES offer letter dated 22 April 2021.

Supporting Information Required to Process Grant Payment

- a final report demonstrating how the funded project has delivered against HES Grant Outcomes
- evidence that the estimated costs included in the application have been expended, including copies of any invoices and receipts; and

Name
(Block Capitals)

Signed

Date

Position



Annex D

Historic Environment Support Fund Final Evaluation Report Template

Project Title
What we expected to do
Why we wanted to do it
What we actually did
What difference we actually made
Partnership/Community Engagement
Challenges and changes
Learning/Plans for the future:



Feedback
Are you happy for us to attribute the above quote to yourself in HES communications?
Yes <input type="checkbox"/> No <input type="checkbox"/>
Photos/Media/HES Acknowledgment



HES Final Evaluation Report Guidance

What we expected to do
<p>A summary of what the organisation or project set out to do (for example in an application form or at the start of the reporting period) including:</p> <ul style="list-style-type: none">• Planned outcomes of the project• The means by which these outcomes will be delivered <p>This section could also be used to give a summary of the general objectives of the organisation/group behind the project.</p>
Why we wanted to do it
<p>The main reasons behind the necessity for the project. These may have been motivated by or fall under the following headings: Social; Economic; Creative; Environmental; Historic awareness; Education.</p>
What we actually did
<p>The main facts and figures about the project and/or activities that took place. Did the completed project align with the original outcomes?</p>
What difference we actually made
<p>Information about the outcomes achieved particularly in relation to the following: Social; Economic; Creative; Environmental; Education/awareness Could also include examples of how individual participants or service users experienced the projects (such as case studies or quotes).</p>
Partnership/Community Engagement
<p>Any information relating to partnership activities i.e. co-working with other organisations or bodies during the life of the project. Details of any events/workshops/seminars relating to the project and involving the wider community (i.e. community groups, schools etc)</p>
Challenges and changes
<p>Any problems you encountered that slowed progress, stopped the outcomes happening or things that were changed.</p>
Learning/Plans for the future:
<p>Unexpected outcomes (positive or negative). Key learning points. Any plans to build upon the achievements/outcomes of the project and anything you may do differently in the future.</p>



Feedback

Details of your experience of the HES grants process.
Any positive comments or feedback regarding how we could better improve our processes.

Photos/Media/HES Acknowledgment

Please provide photographs or media releases relating to the project i.e. before/after photos, photos of activities taking place, newspaper/magazine/website articles etc. These should include any reference to HES funding.