**PLACE OF WORSHIP - LETTER OF CONSENT - AWARD STAGE**

**[TO BE TYPED ON THE LETTERHEAD/SIGNED BY THE LEGAL OWNER]**

**[DATE]**

**[REF]**

|  |  |
| --- | --- |
| Historic Environment Scotland  Longmore House  Salisbury Place  Edinburgh  EH9 1SH |  |

Dear

[Insert name and address of Place of Worship] ("Place of Worship")

We confirm that we are the owners of the Place of Worship and that we have been approached by **[insert name of the Congregation]** (**"the Grantee"**) in relation to their application to you for grant funding to carry out a scheme of repair to the Place of Worship (the **"Scheme of Repair"**).

We hereby confirm to you our consent to the carrying out of the Scheme of Repair as set out in the Grantee's application for grant to you (and as subsequently approved by you) which will form the basis of a grant contract between you and the Grantee (the **"Grant Contract"**) and undertake that for the period of the works to carry out the Scheme of Repair and for a further period of [5/10/15 years][Insert the Control Period from the Grant Contract] from the Scheme of Repair Completion Date (as set out in the Grant Offer), we will:-

* permit access to the Place of Worship to the Grantee in order to carry out the Scheme of Repair and to you, Historic Environment Scotland for the purpose of any inspection of the Scheme of Repair;
* Following the Scheme of Repair Completion Date, we will:-
  + permit the Grantee occupation of the Place of Worship to carry out and complete any inspections, repairs and maintenance to the Place of Worship required under the Grant Contract;
  + not alter, extend or demolish the Place of Worship without your consent;
  + continue to make the Place of Worship available for the "End Use" (as set out in the Grant Contract);
  + allow the public to access the Place of Worship on the terms set out in the Grant Contract;
  + not Dispose of the Place of Worship, as the term "Dispose" is defined in the Grant Contract

If we breach any of the undertakings set out above which results in a Recovery Event occurring under the Grant Contract, with effect from the date that the Recovery Event occurs in terms of the Grant Contract (the "Effective Date") and provided that you have intimated the occurrence of such a Recovery Event to us, all of the Grantee's rights and obligations in and under the Grant Contract shall automatically, unconditionally, irrevocably and absolutely novate and transfer to us and we will accept and assume the obligations of the Grantee under and in terms of the Grant Contract and be bound by its terms from and after the Effective Date as if we were the original party to the Grant Contract in place of the Grantee. The Grantee, by their execution hereof, agrees to the transfer of the Grant Contract to us with effect from the Effective Date on the terms set out in this letter.

Yours sincerely