HISTORIC ENVIRONMENT GRANT PROGRAMME STANDARD CONDITIONS

1 **Definitions and Interpretation**

You will find a list of defined terms and rules of interpretation for these **Conditions** in **Conditions** 30 and 31. Where defined terms have been used throughout these **Conditions**, they have been highlighted in bold.

2 **Preconditions and Permission to Start**

2.1 **Our** obligations under the **Grant Contract** (including the obligation to pay the **Grant**) will not come into effect until **we** have told **you** that **we** have received all of the **Completion Documents** (if any). **You** are responsible for all costs associated with obtaining and delivering the **Completion Documents**.

2.2 After **you** have:-

2.2.1 accepted the **Offer of Grant**;

2.2.2 **we** have approved all of the documents that **we** require in terms of the **Programme Guidance**;

2.2.3 **we** have received all of the documents required as part of the permission to start form which is available on the **Grants Portal** and **we** have approved them;

we will issue the **Permission to Start**. **You** must not start the **Grant Funded Project** until **you** have received the **Permission to Start**. Even if **we** have issued the **Permission to Start**, any activities that you carry out are done at **your** own cost and risk until **we** have confirmed that **we** are satisfied with all of the **Completion Documents**.

2.3 **We** may withdraw the **Offer of Grant** (or terminate the **Grant Contract** if **you** have already accepted it),

2.3.1 if **you** have not satisfied the requirements of **Condition** 2.1 within three months of the date of the **Offer of Grant**; or

2.3.2 if **we** have not been able to issue the **Permission to Start** within two months of the date of the **Offer of Grant.**

We will notify **you** if this is the case.

3 **Purpose of the Grant**

3.1 The **Grant** can only be drawn down for the **Grant Funded Project**.

3.2 **You** must only use the **Grant** for meeting part of the **Grant Eligible Costs** incurred in carrying out the **Grant Funded Project** and for no other purpose.

3.3 The **Grant Funded Project** is to be funded in accordance with the **Approved Budget**. **You** must notify **us** immediately of any material change to the

Approved Budget. If **we** do not approve the change, **we** can terminate the **Grant Contract** if **we** think that is appropriate.

3.4 If there is a change to the income set out in the **Approved Budget we** can reduce the amount of the **Grant**, as **we** consider appropriate. The reduction in **Grant** can be up to the amount of the change in income from the **Approved Budget**.

3.5 If **you** spend less than anticipated in the **Approved Budget**, **we** can reduce the amount of the **Grant**. The reduction will ensure that the **Grant** reflects the amount that the **Grant Intervention Rate** bears to the actual expenditure.

3.6 **You** must ensure that the **Grant Funded Project** is performed to the highest possible standard following recognised good practice and all applicable Government guidelines. Where relevant **you** must use suitably qualified individuals and contractors.

3.7 **We** will not be obliged to release monies in excess of the **Grant** (even if **you** overspend when delivering the **Grant Funded Project**).

3.8 **You** must not use the **Grant** for any party-political advocacy.

4 Programme Guidance

In carrying out the **Grant Funded Project**, **you** must comply with the **Programme Guidance**.

5 Grant Objectives and Project Milestones

5.1 **You** must carry out the **Grant Funded Project** so as to meet the **Grant Objectives**.

5.2 **You** must comply with any reasonable direction that **we** give **you** in connection with the performance of, and monitoring of information related to, the **Grant Objectives**.

5.3 **You** must meet the **Project Milestones** by the deadlines specified in the **Offer of Grant** (or otherwise agreed with **us**). If **you** do not meet the **Project Milestones** by the specified deadlines, **we** can choose to terminate the **Grant Contract** and recover all or part of the **Grant** under Condition 15.

6 Procedure for Release of the Grant

6.1 Payment of the **Grant** or any instalment of it will not be made**:-**

6.1.1 until **you** have completed the **Claim Documentation,** submitted it to **us** and **we** have confirmed that **we** are satisfied with it;

6.1.2 if **you** are not complying with the terms of the **Grant Contract**.

6.2 As long as **you** have satisfied the requirements of **Condition** 2 and **Condition** 6, **we** will release the Grant to **you** in accordance with the **Payment Plan**.

7 **Grants Data Report**

You must submit the **Grants Data Report**, covering each **Financial Year** of the **Grant Funded Project**, to **us** annually in accordance with the **Programme Guidance**. If **your** project starts and finishes within one **Financial Year**, **you** only need to submit the **Grants Data Report** as part of the **Final Claim Information**.

8 **Project Completion**

8.1 **You** must ensure that the **Project Completion Date** has occurred on or before the **Project Completion Deadline**.

8.2 If a **Delay Event** occurs, **you** must notify **us** in writing**. You** will be allowed an extension to the **Project Completion Deadline** if **we** consider it reasonable in the circumstances.

8.3 **You** must submit the **Final Claim Information** by the **Final Claim Submission Date**. If **you** fail to do so, any part of the **Grant** not already paid will be retained by **us** and the **Grant** will be reduced by the unpaid amount.

8.4 As soon as possible after **you** have submitted the **Final Claim Information**, **we** will tell you if:-

8.4.1 the **Final Claim Information** is approved;

8.4.2 **we** need **you** to submit further information before **we** can approve the **Final Claim Information**; or

8.4.3 the **Final Claim Information** is not approved (for example **you** have claimed for something which is not a **Grant Eligible Cost**).

8.5 If **we** do not approve the **Final Claim Information**, **we** can reduce the amount of the **Grant** as **we** consider appropriate.

9 **Undertakings**

You undertake to **us** that for the duration of the **Grant Funded Period** you will:-

9.1 Publicise and acknowledge Grant

comply with the publicity requirements set out in the **Programme Guidance** and the communications plan submitted to and approved by **us** in accordance with the **Programme Guidance**;

9.2 Provide Information

immediately provide any information required by **us** to allow **us** to assess whether **you** have complied with the **Grant Contract**;

9.3 Comply with Legal Requirements

9.3.1 comply (and make sure that anyone that **you** appoint or rely on to deliver the **Grant Funded Project** complies) with all **Legal Requirements** in relation to the **Grant Funded Project**;

9.3.2 obtain and comply with all necessary consents, permissions and licences required to allow **you** to carry out the **Grant Funded Project**;

9.3.3 not commit any act of discrimination which is unlawful under any **Legal Requirements**;

9.4 Inform us of Recovery Events

inform **us** as soon as **you** become aware of any **Recovery Events** occurring; and

9.5 Insurances

maintain all insurances required by law.

10 **Access to the Grant Funded Project**

You must allow **us** and **our** representatives access to the **Grant Funded Project** and/or materials produced so that **we** can check that **you** are complying with the terms of the **Grant Contract**.

11 **Records**

11.1 **You** must maintain a complete set of records to trace the supply chain of all goods, works and services used in delivering the **Grant Funded Project** for a period of six years from the 31 March following the end of the Grant Funded Period and provide **us** and **our** third-party representatives access to such records.

11.2 **You** must retain all books, records and information for a period of six years from the 31 March following the end of the Grant Funded Period and make them available **to us** and the National Audit Office for examination 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 delivering the **Grant Funded Project** and **you** must provide them with all relevant information to allow them to carry out that task.

12 **Grantee Conduct and Safeguarding**

12.1 **You** must have appropriate policies and effective systems in place to prevent, detect and reduce the risk of fraud, bribery and corruption within **your** organisation. These systems must be in form and substance satisfactory to **us**.

12.2 **You** are the organisation with ultimate responsibility for the management and control of any **Regulated Work** required to deliver the **Grant Funded Project.**

12.3 **You** must make all necessary referrals about any person's delivery of the **Grant Funded Project** to the Scottish Ministers in accordance with the Protection of Vulnerable Groups (Scotland) Act 2007.

12.4 In performing the obligations under the **Grant Contract**, **you** must have sufficient policies and/or processes in place in order to foster appropriate

safeguarding measures and must comply with such policies and processes throughout the **Grant Funded Period**.

12.5 In addition to the requirements of **Conditions** 12.2 and 12.4, if **you** or any of **your** staff are performing **Regulated Work**, **you** must ensure that:

12.5.1 all individuals engaged in the delivery of the **Grant Funded Project** are subject to a valid protecting vulnerable groups check undertaken through Disclosure Scotland including a check against the adults' barred list or the children's barred list, as appropriate;

12.5.2 **you** continually monitor the level and validity of such checks for each member of staff to ensure that they remain appropriate, valid and up to date during any period when **Regulated Work** is being undertaken; and

12.5.3 **you** do not employ or use the services of any person to carry out **Regulated Work** who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out such **Regulated Work** or who may otherwise present a risk to those benefiting from the **Grant Funded Project.**

12.6 **You** warrant that at all times for the purposes of the **Grant Contract you** have no reason to believe that any person who is or will be employed or engaged by **you** to perform **Regulated Work** in the delivery of the **Grant Funded Project** is barred from the activity in accordance with the provisions of the Protection of Vulnerable Groups (Scotland) Act 2007 and any regulations made thereunder.

12.7 **You** must comply with the **Fair Work First Obligations.**

12.8 **You** must immediately provide **us** with any information that **we** reasonably request to enable **us** to be satisfied that the obligations of this Condition 12 have been met.

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

13.1 The data **you** provide to **us** 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)**.

13.2 **We** can 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**.

13.3 **We** can release relevant data under **FOISA** and **EI(S)R** unless a relevant exemption or exception applies.

13.4 **We** can release information held about **you**, including **your** identity, the amount of the **Grant** and any information provided to **us** as part of **your Application**. This would include any information that **we** need to release to comply with the Public Services Reform (Scotland) Act 2010. **We** publish an annual statement of all payments over £25,000. In addition, in line with openness and transparency, **we** 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 the payment) in both the monthly report and the annual Public Services Reform (Scotland) Act 2010 statement.

13.5 **Our** Privacy Notice (available at Grants Portal Privacy Notice | Lead Public Body for Scotland's Historic Environment) provides further information regarding how **we** process **your Personal Data** in relation to **your Application** and the **Grant Contract**.

14 Intellectual Property

14.1 **You**, by **your** acceptance of the **Offer of Grant**, grant an **IP Licence** to **us** for such purposes as **we** reasonably require from time to time, including (i) safeguarding Scotland's historic environment; (ii) promoting the understanding and enjoyment of Scotland's historic environment; and (iii) maintaining a public record of the **Grant Funded Project**.

14.2 At **our** request, **you** will promptly provide (i) copies of all **Data** covered by the **IP Licence**; and (ii) a clear written explanation of any **Use** of any **Third Party Data** which would infringe the **Intellectual Property Rights** of any third party or breach any obligation of confidence owed by **you**.

14.3 **You** warrant that **our Use** of any **Data** (and that of **our** appointed sub-licensees) will not breach the **Intellectual Property Rights** of any third party, unless you have disclosed that in accordance with Condition 14.2(ii).

14.4 Nothing in the **Grant Contract** is intended to transfer any **Intellectual Property Rights** to **you**. Unless **we** tell you otherwise, **you** will use **Data** that **we** provide to **you** solely to carry out the **Grant Funded Project**.

15 Grant Recovery

15.1 If a **Recovery Event** occurs, **we** can (i) re-assess, vary, make a deduction from, withhold or recover the **Grant** (or a proportion of it as **we** think fit); and/or (ii) terminate the **Grant Contract**.

15.2 A **Recovery Event** is any one of the following:-

15.2.1 **you** breach any condition of the **Grant Contract** during the **Grant Funded Period.** If **we** think **you** can remedy the breach **we** will give **you** notice of the breach and specify a period of time in which to remedy it before **we** would seek recovery. For the avoidance of doubt, **we** do not consider any breach of **Conditions** 12 or 19 to be capable of remedy and any breach of those conditions would allow **us** to terminate the **Grant Contract** with immediate effect;

15.2.2 **you** suffer an **Insolvency Event** during the **Grant Funded Period**;

15.2.3 there is a **Change in Status or Control** during the **Grant Funded Period**;

15.2.4 we consider that any information provided by **you** in the **Application** and/or in terms of the **Grant Contract** is fraudulent, incorrect or misleading;

15.2.5 **you** have failed to provide information which would have been relevant to **us** in approving the **Grant** or determining any matter in terms of the **Grant Contract**.

15.2.6 if the **Grant Funded Project** includes a **Scheme of Repair,** the occurrence of a **Scheme of Repair Recovery Event** (as defined in the **Scheme of Repair Conditions**).

16 Recovery Process

16.1 **We** will calculate any amount due to be repaid under the **Grant Contract** in accordance with the **Programme Guidance**, as **we** consider appropriate in the circumstances.

16.2 **We** can charge **Interest** on any sums to be recovered under the **Grant Contract** from either (i) the date of payment of the **Grant** to **you**; (ii) or the date that the payment becomes due under the **Grant Contract**; (as **we** consider appropriate in the circumstances) until the amount due to be repaid is received by **us**.

16.3 **We** will advise **you** of the amount of **Grant** due to be repaid which will, in the absence of manifest error, be conclusive evidence of the sum to be repaid.

16.4 Any sums to be recovered from **you** under the **Grant Contract** must be paid by **you** to **us** within 15 **Working Days** of demand.

16.5 If **we** reduce the amount of the **Grant** under the **Grant Contract** and the amount already released to **you** exceeds the reduced amount of the **Grant**, **you** will repay the excess to **us** within 15 **Working Days** of demand.

17 Procurement

17.1 For the purchase by **you** of all goods, works and services forming part of the **Grant Funded Project**:-

17.1.1 with a contract value of less than £100,000 (excluding VAT), **you** must obtain at least three written quotes before appointing a supplier. **You** must provide **us** with a detailed report on the quotes **you** have received and evaluated, together with reasons for **your** decision on which to accept.

17.1.2 with a contract value of more than £100,000 (excluding VAT), **you** must undertake a competitive tender exercise in order to appoint a supplier, which should be (i) advertised on Public Contracts Scotland; and (ii) based on a cost and quality approach to ensure that value for money is achieved. **You** must provide **us** with a detailed report on the tenders **you** have received and evaluated, together with reasons for **your** decision on which to accept.

17.2 The Public Contracts (Scotland) Regulations 2015 apply in certain grant cases and particularly where **you** obtain more than 50% of funding from public

resources. The Procurement Reform (Scotland) Act 2016 may also apply. **You** must comply with all rules relevant to public procurement that are relevant to **you** and the **Grant Funded Project**.

18 **Subsidy Control**

Where the Grant is considered to be a subsidy (as defined in the Subsidy Control Act 2022), the **Grant** is given under the Historic Environment Scotland Culture and Heritage Infrastructure Scheme (the **"Subsidy Control Scheme"**) which operates in accordance with the EU-UK Trade and Cooperation Agreement, which declares certain categories of aid compatible with the UK Internal Market and the strategic objectives of the UK Subsidy Control Regime. The Subsidy Control Scheme is registered on the Transparency Database maintained by the Department of Business, Energy and Industrial Strategy under Scheme Number SC10302. Where the **Grant** is given under the **Subsidy Control Scheme** and exceeds £100,000 **we** are required to publish details of the **Grant** on the UK Government's Transparency Database.

19 **Modern Slavery**

19.1 **You** must include in all contracts with **your** contractors and suppliers, and oblige **your** contractors and suppliers to include in any subcontracts, obligations that they will comply with 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.

19.2 **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 and human trafficking.

20 **Our Capacity**

20.1 The **Offer of Grant** is made purely in **our** capacity as a grant funder. Approval of any plans, specifications, drawings or other documents do not imply that any statutory consent has been granted nor does it impose or be deemed to impose any liability whatsoever on **us** as to their accuracy or otherwise.

20.2 Any inspection that **we** make of the **Grant Funded Project** is purely for **our** own purposes and shall not be deemed to be any approval of the **Grant Funded Project** and cannot be relied on by **you** for any purpose.

21 **Notices**

Any notice under the **Grant Contract** must be in writing. Any notice will be deemed to be effectively given if it is sent through the post by recorded delivery to the following addresses:-

21.1 to **us** at Grants Team, Historic Environment Scotland, Longmore House, Salisbury Place, Edinburgh, EH9 1SH or any other address that **we** have told **you** is **our** notice address;

21.2 to **you** at **your** registered office or any other address that **you** have told us is **your** notice address.

Any notice served by post will be deemed to have been served at the expiration of 2 **Working Days** after it has been posted. To prove service of a notice it will be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted.

22 Arbitration

If a dispute or disagreement arises in relation to the **Grant Contract,** either of **us** can refer the decision to a single arbitrator who we both agree on for that purpose. The referral can be made within 10 **Working Days** of the dispute arising. If we cannot agree on the arbitrator, either of us can request the Scottish Arbitration Centre to nominate the arbitrator. The arbitration shall be carried out under the Scottish Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland and the language of the arbitration shall be English.

23 Expenses

23.1 Within 10 **Working Days** of demand **you** must pay to us all costs, charges and expenses that **we** have incurred in the enforcement of the conditions of the **Grant Contract.**

23.2 If **we:-**

23.2.1 consent to any variation of;

23.2.2 are required to give consent under; or

23.2.3 validly refuse our consent under;

the terms of the **Grant Contract**, **you** will be responsible for meeting all costs that **we** properly incur (including any internal administration charge) in dealing with the request and documenting any consent or variation.

24 Third Party Rights

No terms of the **Grant Contract** are intended to confer any benefit on, or to be enforceable by, any third party under the Contract (Third Party Rights) (Scotland) Act 2017.

25 Assignation

25.1 **You** must not, unless **we** give **you** prior written consent:-

25.1.1 assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the **Grant Contract**;

25.1.2 transfer or pay to any other person any part of the **Grant,** except normal payments for goods, works and services used in the delivery of the **Grant Funded Project**.

25.2 **We** may assign, transfer, sub-contract or in any other way make over to any third party the benefit and/or burden of the **Grant Contract**.

26 **Waiver**

Any failure or delay by **us** in exercising **our** rights or remedies under the **Grant Contract** will not be treated as a waiver of any other right or remedy.

27 **No Partnership or Agency**

The **Grant Contract** does not create any partnership or joint venture between us and **you**. No relationship of principal and agent is created, and no authority is given either by **you** or **us** to make or enter into any commitments on behalf of the other.

28 **Governing Law**

This **Grant Contract** shall be governed by and construed in accordance with the law of Scotland and **you** and **us** irrevocably submit to the exclusive jurisdiction of the Scottish courts.

29 **Registration**

We both consent to registration of the **Grant Contract** and any contract for **Supplementary Grant** for preservation and execution.

30 **Definitions**

Unless the context otherwise requires, in these **Conditions** and the **Offer of Grant** the following expressions have the meanings set out below:-

30.1 "**Application**" means **your** application for grant under the Programme in respect of the **Grant Funded Project** together with all supporting documents submitted to **us** including, where applicable for a **Scheme of Repair,** the final development report all as approved by **us**;

30.2 **"Approved Budget"** means the total budget from **your Application** as approved by **us** and available to view on the **Grants Portal**;

30.3 **"Budget Profile"** means the budget profile submitted with **your Application** setting out the proposed timetable for receipt of income, expenditure and grant drawdown linked to anticipated progress of the **Grant Funded Project** and **Project Milestones**, updated by the **Updated Budget Profiles** submitted to and approved by us from time to time in accordance with the terms of this **Grant Contract**;

30.4 **"Change in Status or Control"** means:-

30.4.1 there is a significant change in **your** circumstances, status (including charitable status) and/or **your** organisational structure or **you** cease to trade or exist, or being a trust **you** become a lapsed trust or being an individual **you** die; or

30.4.2 where **you** are a company but not a public company, either (a) a person (other than **your** shareholders at the date of **your Application**) alone or together with any associated person(s) becomes the beneficial owner of shares in **your** issued share capital carrying the right to exercise more than 25% of the votes exercisable at **your** general meeting or (b) the shareholders at the

date of **your** Application cease to hold legally and beneficially at least 50% of the issued share capital and voting rights in **your** company;

30.5 **"Claim Documentation"** means (i) the **Progress Reports** including all supporting documentation as outlined in the "Payment Plan" section of the **Programme Guidance** relative to your **Grant Funded Project**; (ii) the **Claim Form**; and (iii) the **Updated Budget Profile**;

30.6 **"Claim Form"** means the financial form submitted by **you** via the **Grants Portal** to request payment of the **Grant** or any instalment of it;

30.7 **"Completion Documents"** means (i) any document that **we** told **you** in the **Offer of Grant** that **we** need to be delivered before we will release the **Grant**; and (ii) if your **Grant Funded Project** includes a **Scheme of Repair**, the "Completion Documents" set out in Part 2 of the **Scheme of Repair Conditions**;

30.8 **"Conditions"** means these Standard Conditions of Grant;

30.9 "**Control Period**" means the period set out in the **Offer of Grant** starting on the **Scheme of Repair Completion Date**;

30.10 "**Data**" means any data, text, drawings, diagrams, images, and sounds recorded in any electronic or tangible medium;

30.11 **"Data Protection Legislation"** means all applicable:-

- **UK Data Protection Legislation**;
- any other European Union legislation relating to **Personal Data**;
- all other legislation and regulatory requirements in force from time to time relating to the **Use** of **Personal Data** (including the privacy of electronic communications);
- guidance and codes of practice issued by the relevant data protection or supervisory authority;

"**Controller**", "**Data Subject**", "**Processing**", "**Processor**" and "**Personal Data**" have the meanings ascribed to them in the **Data Protection Legislation**;

30.12 **"Effective Workers' Voice"** means the dimension of Fair Work as defined by the Fair Work Convention in their Fair Work Framework, and includes ensuring that workers are able to be listened to at both an individual and collective level, air their views and influence workplace outcomes;

30.13 **"Evaluation Report"** means a final report assessing the impact of the **Grant Funded Project** in delivery of the **Grant Objectives** and a summary of any lessons learned and recommendations for the future as described in the **Programme Guidance**;

30.14 **"Fair Work First Obligations"** to:-

30.14.1 pay at least the real Living Wage to all UK-based staff aged 16 and over, including apprentices directly employed by **you**. Any UK-based workers who are not directly employed by **you** but are directly engaged by **you** in delivering the **Grant Funded Project** must also be paid at least the real Living Wage, including sub-contractors or agency staff; and

30.14.2 **You** must demonstrate that all workers employed within **your** organisation have access to Effective Workers' Voice channel(s), including agency workers.

30.15 **"Final Claim Information"** means the information required to be submitted with the final claim as set out in the **Programme Guidance** including the **Evaluation Report**;

30.16 "**Final Claim Submission Date**" has the meaning set out in the **Offer of Grant**;

30.17 **"Financial Year"** means the period 1 April to 31 March for any given year (or part of a year) of the **Grant Funded Project**;

30.18 "**Grant**" means the amount set out in the **Offer of Grant**;

30.19 "**Grant Contract**" is made up of:-

- the **Offer of Grant**;
- these **Conditions** and (if applicable) the **Scheme of Repair Conditions**;
- **your** acceptance of the **Offer of Grant** through the **Grants Portal**;
- the **Permission to Start**; and
- any other formal letters issued to **you** following on from the **Offer of Grant** and **your** acceptance of them, including any offer and acceptance of **Supplementary Grant**;

30.20 **"Grant Eligible Cost"** means the costs in delivering the **Grant Funded Project** which **we** determine are eligible for grant assistance as set out in the **Programme Guidance**;

30.21 **"Grant Funded Period"** means the period from the date of acceptance of the **Offer of Grant** until the **Project Completion Date**; or if the **Grant** is for a **Scheme of Repair**, the end of the **Control Period;**

30.22 **"Grant Funded Project"** has the meaning set out in the **Offer of Grant** which, for the avoidance of doubt, includes any **Scheme of Repair**;

30.23 **"Grant Intervention Rate"** has the meaning set out in the **Offer of Grant**;

30.24 **"Grant Objectives"** means the objectives agreed with **us**, following the submission of the **Grant Outcomes Plan**, in accordance with the **Programme Guidance**;

30.25 **"Grant Outcomes Plan"** means the outcomes plan which **you** have submitted to **us** and which **we** have agreed in accordance with the **Programme Guidance**;

30.26 **"Grants Data Report"** means the report on programme data required by **us** in the form made available on the **Grants Portal**;

30.27 **"Grants Portal"** means the **HES** portal made available by **us** for use by grantees under the **Programme**;

30.28 "**HES**" and **"we", "us" "our"** means Historic Environment Scotland, a non-departmental public body established under the Historic Environment Scotland Act 2014, being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH;

30.29 "**IP Licence**" means a perpetual, irrevocable, transferable, worldwide, non-exclusive, royalty-free licence to **Use** (and to authorise any third parties to **Use**) (i) all **Third Party Data** (except to the extent that **you** are not entitled to grant such a licence); and (ii) all of **Your Data**;

30.30 **"Insolvency Event"** means:-

30.30.1 **you** cease to trade or are sequestrated, become apparently insolvent or enter into a trust deed for behoof of **your** creditors or, if **you** are 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 a monitor or have a receiver or a monitor appointed or have an administration order made;

30.30.2 a heritable creditor validly serves a Calling Up Notice or a Notice of Default in terms of the Conveyancing and Feudal Reform (Scotland) Act 1970 and **you** fail to comply with the terms specified in such Calling Up Notice or Notice of Default or **you** otherwise fail to make a successful application to the Court for warrant under Section 24 of the said 1970 Act;

30.31 "**Interest**" means interest at a rate of 4 per centum above the base lending rate from time to time of the Royal Bank of Scotland PLC or such other rate as specified by **us** acting reasonably;

30.32 **"Intellectual Property Rights"** means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and **Know-How** however arising for their full term and any renewals and extensions;

30.33 **"Know-How"** means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;

30.34 "**Legal Requirement**" means any requirement in respect of or affecting the **Grant Funded Project** or the use of any property or asset funded by the **Grant** under common law, statute, statutory provision (including any

subordinate legislation and statutory guidance), instrument, rule or regulation under or in pursuance of any Act of Parliament, 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;

30.35 **Offer**" means the **Offer of Grant** in which these **Conditions** are referenced as being applicable;

30.36 **"Permission to Start"** means the e-mail issued by **us** confirming that all of the pre-conditions required in terms of the **Programme Guidance** have been satisfied and that **we** have received **your** acceptance of the **Offer of Grant** so as to permit the **Grant Funded Project** to start;

30.37 **"Programme"** means the Historic Environment Grants Programme made available under Section 11 of the Historic Environment Scotland Act 2014;

30.38 "**Programme Guidance**" means the guidance that **we** publish on the Programme Resources page on **our** website from time to time (i) in relation to the **Programme**; (ii) any supplementary guidance which is relevant to the **Grant Funded Project** and referenced as being applicable in the **Offer of Grant**;

30.39 **"Progress Reports"** means the report on the progress of the **Grant Funded Project** against the **Project Outcomes** in the form of the style progress report published on the **Grants Portal**;

30.40 **"Project Completion Date"** means the later of (i) the date that **we** determine that **you** have completed the **Grant Funded Project** in accordance with the **Grant Contract** and (if applicable) (ii) the Scheme of Repair Completion Date in respect of any Scheme of Repair;

30.41 **"Project Completion Deadline"** has the meaning set out in the **Offer of Grant**;

30.42 **"Project Milestones"** means the key milestones demonstrating progress towards the **Project Completion Date,** relative to the **Project** and the **Approved Budget** as set out in the **Offer of Grant**;

30.43 **"Recovery Event"** means any of the events listed in Condition 15.2;

30.44 **"Regulated Work"** in relation to children has the meaning as set out in Part 1 of Schedule 2 to the Protection of Vulnerable Groups (Scotland) Act 2007 and in relation to vulnerable adults has the meaning as set out in Part 1 of Schedule 3 to the Protection of Vulnerable Groups (Scotland) Act 2007;

30.45 **"Scheme of Repair"** means any part of the **Grant Funded Project** which relates to a scheme of repair to any property asset set out in **your Application** and the **Offer of Grant**;

30.46 **"Scheme of Repair Completion Date"** has the meaning given to that phrase in the **Scheme of Repair Conditions**;

30.47 **"Scheme of Repair Conditions"** means the Scheme of Repair Conditions referred to in your **Offer of Grant** (if **we** have told you in the **Offer of Grant** that these are applicable to **you**);

30.48 **"Scheme of Repair Recovery Event"** has the meaning given to that phrase in the **Scheme of Repair Conditions;**

30.49 "**Supplementary Grant**" means any award of grant under the **Programme** made by **us** to **you** after the date of the **Offer of Grant**, for use towards the cost of delivering the **Grant Funded Project**;

30.50 "**Third Party Data**" means **Data** which relates to the **Grant Funded Project** and to which **you** have access, but in which third parties own Intellectual Property Rights;

30.51 "**UK Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); 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;

30.52 **"Updated Budget Profile"** means the **Budget Profile** updated on a quarterly basis to reflect the up-to-date position on the allocation of the **Grant** and projected spend on the **Grant Funded Project**;

30.53 "**Use**" means, in relation to any **Data**, accessing, using, copying, translating, redeveloping (or otherwise modifying) disclosing or distributing (whether in original or derivative form and whether via the internet or otherwise) that **Data**;

30.54 "**Working Day**" means any day on which **we** are open for business;

30.55 "**you**" or **"your"** means the applicant in the **Application** and the addressee of the **Offer of Grant**; and

30.56 "**Your Data**" means **Data** relating to the **Grant Funded Project** which **you** have access to and is not **Third Party Data**.

31 **Interpretation**

Unless the context or the express provisions of the **Conditions** or the **Offer of Grant** otherwise requires, in these **Conditions** and the **Offer of Grant**:-

31.1 words importing any gender shall include all other genders;

31.2 words importing the singular number only shall include the plural and vice versa;

31.3 obligations undertaken by more than one person will be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

31.4 words importing individuals include corporations and vice versa;

31.5 references to the **Offer** or the **Conditions** or to any other document shall be construed as reference to the **Offer** or the **Conditions** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

31.6 any reference to a clause, Schedule or Part of the Schedule is to the relevant clause, Schedule or Part of the Schedule of or to the **Conditions**;

31.7 reference to any statute or statutory provision (including any subordinate legislation) or any **Legal Requirement** includes any provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and

31.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.