



Fiona Thomson  
Portree & Braes Community Trust SCIO  
Jans, Office 5  
6 Broom Place  
PORTREE  
Isle of Skye  
IV51 9HL

8th December 2023

**Project number:** 20254700  
**Project name:** King George V Purchase

Dear Fiona,

### Scottish Land Fund

I am pleased to tell you that our Scottish Land Fund committee, on behalf of the National Lottery Community Fund, has agreed to offer a grant of **£53,655** to your organisation.

This letter contains important information on the following:

1. The grant offer.
2. Project outcomes.
3. Accepting our terms and conditions.
4. Starting your grant.
5. Publicising your grant and the embargo date of 14<sup>th</sup> December 2023.

#### 1. The grant offer

The grant will be made up of the following amounts:

	Capital	Revenue	Total
Year 1	£32,569	£21,086	£53,655
Total	£ 0	£ 0	£53,655

The grant is for the delivery of the project as described below.

The group will acquire amenity land known as, King George V playing fields, from Fearann Eilean Iarmain Estate. This will benefit the community by enabling the

improvement of land, changing facilities, and resolving title anomalies regarding the Portree Community Centre.

Funded by the Scottish Land Fund this 1 year grant will contribute to the capital cost of acquisition, legal fees and groundwork survey, and the revenue costs of living wage accreditation, training, a Development Officer, community engagement and expenses.

## **2. Project outcomes**

We expect that you will achieve certain project outcomes by the end of the grant. We will track the progress of your project using the outcome indicators and table of key activities you gave us in your application. The outcomes for the project are set out at the end of this letter. We will ask you to report regularly throughout the project on how far you have achieved your outcomes, completed your activities and on the difference your project is making.

## **3. Accepting our terms and conditions**

We can only pay you the grant if you accept our terms and conditions, which are attached to this letter. Please read them carefully.

If you accept our offer and agree to meet our terms and conditions, please return a signed copy of this letter together with the terms and conditions and a copy of your bank statement by . The signatures can be a scanned copy of the appropriate person(s) of your organisations signature (as detailed under *Who can sign?*, on page 5) or simply the appropriate person(s) name typed in full in the relevant section.

**If you do not, this offer will automatically lapse.**

All grants for projects involving land and buildings are subject to the standard capital terms and conditions of grants, which require you to meet specific legal requirements.

If you have any questions about this offer or our terms and conditions, please contact us as soon as possible.

By accepting our terms and conditions you agree to meet our monitoring requirements, which may vary depending on the grant.

If you do not meet our requirements, including the monitoring requirements, we may withhold payments of this grant or any other grants that your organisation holds with us. We would also be unlikely to fund any other applications from your organisation until the situation is resolved. In some circumstances, we might take legal action to recover all or part of the grant. This also means that, if your organisation does not meet our requirements for any other grant agreements with the National Lottery Community Fund, payment of this grant might be affected.

We will not accept any responsibility for any consequences, whether direct or indirect, that come about from the suspension of any grant, even if any investigation we carry out finds no cause for concern.

#### 4. Starting the grant

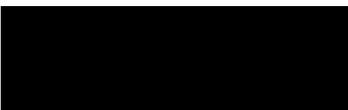
Lorna MacDonald will be your contact for this grant. Lorna will be in touch with you soon to arrange a time to discuss the grant in more detail. Lorna will tell you more about how we will pay and monitor your grant and answer any questions you may have.

You can contact Lorna by email at [lorna.macdonald@tnlcommunityfund.org.uk](mailto:lorna.macdonald@tnlcommunityfund.org.uk) or by phone at 0141 242 1554, quoting your Project ID.

#### 5. Publicising the grant

You will soon receive a call from our press team to discuss with you the plan for announcing your award to the media. This announcement will take place on 14<sup>th</sup> December 2023. Our press officer will confirm the announcement date with you when they call. You may of course arrange your own publicity, but please make sure that the news of the grant is not made public until the date supplied by our press team. Our press office can be contacted on 0141 242 1458 for any further guidance.

Yours sincerely



Roddy Byers  
Head of Funding

# Scottish Land Fund

Ionmhas Fearainn NA H-Alba

Delivered by

THE NATIONAL LOTTERY  
COMMUNITY FUND



Funded by



Scottish Government  
Riaghaltas na h-Alba  
[gov.scot](http://gov.scot)

The Scottish Land Fund is funded by the Scottish Government and made available through The National Lottery Community Fund. The Scottish Land Fund is being delivered on behalf of the Scottish Government by a partnership between the National Lottery Community Fund and Highlands and Islands Enterprise. There are no lottery funds used in the Scottish Land Fund.

**Enclosed:**

- Standard capital terms and conditions.
- Standard revenue terms and conditions.



Name of organisation: Portree & Braes Community Trust SCIO  
Project number: 20254700  
Project name: King George V Purchase

I am / we are authorised on behalf of the organisation named above to accept this offer of grant on the terms and conditions stated.

Name

Calum Matheson

Position

Chairman

Signature

[Redacted Signature]

Date

13.12.23

Name

Duncan Brown

Position

Treasurer

Signature

[Redacted Signature]

Date

13.12.23

Who can sign? Please make sure you follow these rules:

- If your organisation is incorporated under the Companies Act, a registered SCIO, or registered Community Benefit Society, two directors or a director and the company secretary must sign.
- For other organisations, the chair, vice chair, secretary or treasurer must sign.

Return your signed offer AND the terms and conditions together as one document, and a recent bank statement to your Funding Officer via email.

## **Outcomes and timescales**

**Outcome 1: Our community will achieve more sustainable economic, environmental and/or social development through ownership of land and buildings.**

Indicator: Ground condition survey completed  
Timescale: Year 1

Indicator: Acquire asset  
Timescale: Year 1

Indicator: Celebrate acquisition  
Timescale: Year 1

**Outcome 2: Our community will have a stronger role in, and control over, their own development.**

Indicator: Management committee established  
Timescale: Year 1

Indicator: Development Officer regularly engages community  
Timescale: Year 1

Indicator: PBCT represent membership when planning neighbouring provision  
Timescale: Year 2

**Outcome 3: Our community own well managed, financially sustainable land and buildings.**

Indicator: Grant funding identified and a local fundraising campaign launched  
Timescale: Year 2

Indicator: Highland Council lease negotiated  
Timescale: Year 1

Indicator: Maintenance costs reviewed and required funding from reserves ringfenced  
Timescale: Year 1

## **Scottish Land Fund - Terms and Conditions for Revenue Grants**

### **Definitions**

“You” and “Your” means the Organisation receiving the grant bound by these terms and conditions. “We”, “Us”, and “Our” means The National Lottery Community Fund and includes your employees and those acting for you.

The “project” means the project that we are giving you the grant for as set out in your application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, which you have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions you have agreed.

### **1. In general**

- 1.1. You will use the grant exclusively for the project. You will hold any unused part of the grant on trust for you at all times, and will repay any grant (including any unused grant) to us immediately upon demand.
- 1.2. During the period of the grant you will act in a fair and open manner to advance equality of opportunities in line with the law and any guidelines issued by us.
- 1.3. You will make sure that all current and future members of your governing body or your executive team, if you are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force (in accordance with Clause 10.)
- 1.4. You will ensure that at all times while the Grant Agreement is in force you are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of your governing documents, and if asked by us you will provide a legal opinion from your solicitors confirming this.

### **2. The project**

- 2.1. You will get our written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.2. You will start the project within six months of the date of the Grant Agreement or, if it is delayed, write to us giving reasons for the delay and asking for an extension.

- 2.3. You agree to use reasonable endeavours to deliver the project and complete it on time or within a reasonable period if you have not set a time limit.
- 2.4. You will not use the grant to pay for any spending commitments you have made before the date of the Grant Agreement.
- 2.5. You will tell us immediately of any offer of funding for this project from anyone else at any time during the project.
- 2.6. If you spend less than the whole grant on the project, you will return the unspent amount to us promptly.
- 2.7. You will acknowledge the grant publicly as appropriate and as practical. You will follow our branding and publicity guidelines at all times, including the guidelines on the use of our logo. You will acknowledge our support in any published documents or in any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
- 2.8. You hereby consent to any publicity about the grant and the project as we may from time to time require. We can carry out any forms of publicity and marketing to promote the award of the grant as we see fit. You agree to do whatever we reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.9. You will tell us promptly about any changes to information you have provided and will make sure that the information we hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.
- 2.10. You will comply with data protection laws, and ensure you have a lawful basis to use the personal information of staff and people who benefit from your project, and to share their information with us to help you monitor, manage and evaluate the grant. You will tell us immediately if any of your key contacts or people whose salaries are funded by the grant change.
- 2.11. You agree to comply with all laws regulating the way you operate, the work you carry out, the staff you employ or the goods you buy. You will ensure that you have an equal opportunities policy in place at all times, to help you comply with all relevant laws and good practice whilst the Grant Agreement remains in force. You will obtain all approvals and licences required by law or by us.
- 2.12. If your project involves work with children, and/or vulnerable adults (“Vulnerable People”), you will comply with your Guidance to Grantholders on ‘Safeguarding the Vulnerable People We Support’ available on our website

and you will have an appropriate written policy in place to safeguard Vulnerable People. You will obtain written agreement from the legal carer or guardian before having any direct contact with them. You will carry out background checks of all employees, volunteers, trustees or contractors who will have direct contact with Vulnerable People with Disclosure Scotland.

- 2.13. If you are a charity, you will register with the Office of Scottish Charity Regulator if your income goes over their minimum exemption figure.
- 2.14. You will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to us. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.
- 2.15. We have the right to reproduce any of your application or subsequent information supplied by you to us for any purpose as we see fit without any right of a claim by you in respect of copyright.
- 2.16. You will have an appropriate written whistleblowing policy and procedure/s in place, ensure the policy and/or procedures are publicised internally and ensure that staff are trained on its principles and operation. You will review and update our whistleblowing policy and procedures at least every two years.

### **3. Our organisation**

- 3.1. You will get our written agreement before:
  - Changing your governing document, the sharing out of your assets (whether your organisation is dissolved or not), or the admission of any new members or shareholders; or
  - Transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.
- 3.2. You will write to us immediately if any legal claims are made or threatened against you and/or which would adversely affect the project during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).
- 3.3. You will tell us in writing immediately of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
- 3.4. You will be available for meetings with us and allow us or those acting for us full and free access to your records and any of your offices or buildings.

- 3.5. You will let us know when your governing body, management committee or board of directors falls below three unrelated members and will increase it to at least three unrelated people as soon as possible.

#### **4. VAT**

- 4.1. You acknowledge that the grant is not consideration for any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant and that the grant made by us is inclusive of VAT.
- 4.2. You agree to repay us immediately any VAT you recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.
- 4.3. You will notify us immediately if any irrecoverable VAT claimed under the grant becomes recoverable.
- 4.4. You will keep proper and up to date records relating to VAT, and you will make such records available for us to view and receive copies promptly when requested.
- 4.5. If we have funded all of the VAT costs for your project, you agree to refund immediately all of the VAT you recover to us.
- 4.6. If we have funded a proportion of the VAT costs for the project, you agree to refund immediately the same proportion of the VAT recovered to us.

#### **5. Our Annual Report and Accounts**

- 5.1. You will acknowledge our grant in your annual reports and accounts covering the period of the project.
- 5.2. You will show our grant and related expenditure as a restricted fund under the description "Scottish Land Fund Grant" in your organisation's annual accounts. If you have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in your accounts, you will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, you will record each grant separately in the notes to the accounts. You will identify unspent funds and assets in respect of the grant separately in your accounting records.
- 5.3. You will send us a copy of your annual accounts as soon as they have been approved in accordance with your governing document if requested by us, and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of your management committee and externally audited or independently

examined by a suitably qualified person if your annual income is over £10,000. You will keep proper and up to date accounts and records for at least seven years after the termination of your grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been spent. You will make these financial records available to us to view, and to have copies made as requested.

- 5.4. You will report regularly and fully to all members of your governing body on the financial position of your organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the project.

## **6. Monitoring**

- 6.1. You will monitor the progress of the project and complete regular reports as we require using the forms we send you.
- 6.2. You will send us any further information we may ask for about the project or about your organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as we may require from time to time. We may use this information to monitor the project and evaluate our grants programmes.
- 6.3. You will complete a final report about the project using the form we send you. You understand that the grant monitoring is complete only after you have completed this report and we have received annual accounts for the full period to your satisfaction.
- 6.4. You will inform us immediately in writing of anything that significantly delays, or threatens the completion of the project.
- 6.5. You will inform us immediately in writing if there is to be any variation to or decrease in the project outcomes.

## **7. Grants for Salaries**

- 7.1. You will ensure that you have legally compliant employment policies and procedures in place at all times. Your policies will reflect the requirement of equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.
- 7.2. If the grant is for a salary of a new post, you will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). You will send us a copy of the text of every advertisement within a reasonable time before such advertising, which will

be in accordance with all current best practice and will acknowledge that we are the funder of the post. This applies to any re-advertisement.

- 7.3. You will keep the job description, a list of the publications where you placed the advertisements and a copy of the letter of appointment and send them to us if we ask for them. If you have an internal recruitment policy in place, we may waive the right to enforce this condition in writing at our discretion.
- 7.4. We will not pay grants for salaries until you have supplied us with the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date.
- 7.5. You will maintain all financial records including personnel and payroll records for staff funded by us for seven years after the grant has ended. You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

## **8. Grants for Assets and Services**

- 8.1. If any part of the grant is to buy or build, refurbish, extend or alter buildings or land then you will comply with the terms of the standard capital grant conditions attached to the grant offer letter or any other conditions which we have required of you.
- 8.2. If any part of the grant is used to buy any other capital items or a series of related capital items or services or a series of services costing more than £10,000, you will put out the order to competitive tender. If there are good reasons why you cannot tender, you will obtain our written agreement beforehand.
- 8.3. If any part of the grant is to buy a capital item or series of capital items, such as equipment or other items which have an economic life of five years or more, costing up to and including £10,000 you will keep all receipts and invoices for us to view.
- 8.4. If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then you will take all necessary steps to protect such rights and you agree that you will not exploit such rights without our prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. You understand and accept that if we provide the consent it may be subject to conditions requiring you to repay or to share any money you receive.

- 8.5. You will keep all assets funded by the grant safely and in good repair and condition and will make sure you have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be your responsibility. If the asset is damaged, destroyed or stolen, you must tell us in writing and you must repair or replace it as soon as reasonably practical.
- 8.6. You understand that we will monitor assets bought with the grant for a period of up to five years after the grant has ended unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. You will supply us with information that we ask for and will allow us to inspect the assets for that period.
- 8.7. During the grant monitoring period, you will provide an annual statement that the assets are still held and insured by you. You will not sell, give away or borrow against the assets without first receiving our written consent. As your grant has come from public funds, you understand and accept that if we provide written consent we may require that the sale is at full market value and/or subject to conditions requiring you to repay all or part of the money you receive.

## **9. Payment of Grant**

You will hold the grant in a UK based bank account or building society account, which is in the legal name of the organisation that is applying for funding from.

- 9.1. We will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in your name, which requires the signatures of at least two authorised people for every withdrawal. You will not use ATM's or debit cards to make cash withdrawals or payments above £100 from this account.
- 9.2. We will not be liable for any losses or costs (including, but not only, bank charges) if we do not make grant payments on the agreed date. You must take up the first instalment of the grant within 6 months of the date of the grant offer letter; otherwise it will automatically lapse, unless we agree in writing to an extension.
- 9.3. If we pay the grant in instalments over two or more years, payment for the second and following years will depend on our approval of an end of year report on the previous year, which we will complete on a form provided by us within three months of the end of the grant year. If you do not do this, grant payments may be suspended.

- 9.4. We will normally make payments for up to three months spending in advance as long as you complete a satisfactory payment plan before the project starts and you have given written notice of the project start date.
- 9.5. If we are not satisfied that you have met all the terms of your Grant Agreement, or we require extra information or documents, we may request this and may postpone payment of the grant until we decide that the terms are met or until we receive the information we want.
- 9.6. We can only guarantee future instalments of the Grant as long as funds from The Scottish Government are available to us.

## **10. Length of Grant Agreement**

- 10.1. These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the payment of the last instalment of the grant.
  - As long as any part of the grant remains unspent.
  - The expiry of the maximum period required under the grant for asset monitoring.
  - As long as you are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on grant expenditure or project delivery).
- 10.2. Clauses 2.6, 2.7, 2.8, 2.10, 2.15, 6.2, 6.3, 7.4, 7.5, 8.3, 8.4, 8.5, 8.6, 8.7, 9.2, 10.1, 10.2, 11.2, 11.4, 11.5, 11.6, 11.7 shall survive termination or expiry of these terms and conditions.

## **11. You understand that**

- 11.1. We can only guarantee future instalments of the grant as long as funds from The Scottish Government are available to us for the Scottish Land Fund.
- 11.2. You accept that we may share information about your grant with any parties of our choice, including Highlands & Islands Enterprise and The Scottish Government as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on our website, in newspapers and through other media.
- 11.3. We will not increase the grant if you spend more than the agreed budget.

- 11.4. We may suspend payment of the grant if we want to investigate any matters concerning the grant (or any other grants we have given to you). You understand that we accept no liability for any consequences, incurred by you or a third party that arise either directly or indirectly from the project or from a suspension even if the investigation finds no cause for concern.
- 11.5. We may withhold, terminate or demand repayment of all or part of the grant at our absolute discretion, in any of the following circumstances if:
- You fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from us for which a Grant Agreement is still in force.
  - You or any other person or organisation operating for you gave us any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
  - Members of your governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to your detriment or to the detriment of your organisation or the project or to the detriment of our reputation.
  - Your organisation, members of your governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body.
  - You receive duplicate funding from any other source for the same or any part of the project.
  - You do not take positive steps to ensure equal opportunities in your own employment practices and the delivery of and access to our services.
  - You do not follow Fair Work First Criteria, including providing us with:
    - A statement on your website that highlights your commitment to the Fair Work Criteria, and verification that it has been approved by an appropriate workplace representative; and
    - A self-declaration, Living Wage accreditation or anonymised payroll confirming the payment of a real living wage to employees, workers, apprentices, contractors and agency staff as appropriate.
    - Evidence that all workers employed by you have access to effective voice channels, including agency workers.

- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that we judge that the grant is unlikely to fulfil the purpose for which we made it.
  - At any stage of the application process or during the period of the Grant Agreement you do not let us have information that would affect your decision to award, continue or withdraw all or part of the grant.
  - You are or become legally ineligible to hold the grant.
  - If we have reasonable grounds to believe that it is necessary to protect public money or to meet the aims of the Scottish Land Fund.
- 11.6. We may withhold or demand repayment of all or any of the grant if it is likely that your organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or you are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, your organisation's estate is sequestrated.
- 11.7. You acknowledge that the grant comes from public funds and we will not use it in a way which does not comply with the UK's international subsidy control commitments effective from 4 January 2023. If the grant is deemed to be an unlawful subsidy, you will repay the entire sum immediately. If you are concerned about subsidy control commitments, we will seek independent legal advice.
- 11.8. You may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless you have entered into an agreement which must have been authorised by us in writing, permitting you to work with another organisation in delivering the project.
- 11.9. You will ensure that no other organisation or individual acquires any third-party rights under this Grant Agreement.
- 11.10. You may not use the Grant to support activity intended to influence or attempting to influence Parliament, Government or political parties or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislation or regulatory action.

## **12. Additional conditions**

- 12.1. We have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:
- You are in breach of the Grant Agreement.

- we withdraw any part of the funding for the project.
- We judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on our reputation as a distributor of public money or as a Government sponsored body or on the reputation of The Scottish Government.
- If we have reasonable grounds to believe that it is necessary to protect public money.
- We believe such conditions are necessary or desirable to make sure that the project is delivered as set out in your application or following any agreed changes.

### **13. Novation**

- 13.1. We are entitled to novate our rights and obligations under the Grant Agreement or any part thereof to The Scottish Government, provided that any such novation shall not increase the burden of your obligations under the Grant Agreement.

### **14. End of funding period**

- 14.1. The Scottish Land Fund will close at the end of March 2026 and all grant funding must be spent by the 31<sup>st</sup> March 2026.

**The Scottish Land Fund is funded by the Scottish Government and made available through The National Lottery Community Fund. The Scottish Land Fund is being delivered on behalf of the Scottish Government by a partnership between The National Lottery Community Fund and Highlands and Islands Enterprise. There are no lottery funds used in the Scottish Land Fund.**

## Scottish Land Fund - Terms and Conditions for Capital Grants

### Definitions

“You” and “Your” means the Organisation receiving the Capital Grant.

“We” “Us” and “Our” refer to the National Lottery Community Fund and includes our employees and those acting for us.

“Capital Assets” or “Property” means the property, assets, land and/or buildings to be acquired, built, refurbished or developed as part of the Project.

“Capital grant” means the grant awarded by us to you for the Project as set out in the Grant Agreement.

“Grant Agreement” means the grant offer letter addressed to you and from us which you have signed and accepted and which incorporates these terms and conditions (and any other/special conditions we have agreed).

“Project” has the meaning given to it in the Grant Agreement.

1. The capital grant is to acquire the land and/or assets (“Capital Assets”) as described in the Grant Agreement and it cannot be used for any other purpose. You understand that these standard terms and conditions will apply to your grant in addition to all other conditions we have required of you.
- 2.1. You understand and accept that if the Capital Grant is £500,000 or more we will require a standard security (similar to a mortgage deed) registered over the title of the Capital Assets and written confirmation from your solicitors (a legal opinion), that you have the legal powers under your governing documents to undertake the Project and to provide/sign the legal documents associated with your grant.  
  
If we have asked for a standard security and/or a legal opinion, we will provide your Solicitor with the documents to complete; and
- 2.2. You understand that we will not pay more than a maximum of 5% of the capital grant until we have received the documents completed to our satisfaction.
3. You do not have any undisclosed existing loans or grants secured on the Capital Assets. You will not offer security on any Property or Capital Assets funded or part-funded by the capital grant to someone else, unless you receive our written

agreement first. Our agreement may be subject to conditions, which you will have to meet.

4. If any part of the capital grant is to buy or build, refurbish, extend or alter the Capital Assets you will send us when asked the following documents:
  - a surveyor's report on the condition of the Capital Assets, its value for the purpose of the project and whether it is suitable for the project;
  - confirmation by your solicitors that all necessary consents for the use of the Capital Assets for the purposes of the Project and the Grant Agreement have been obtained;
  - If the capital grant is for £50,000 or over, a satisfactory certificate of title for the Capital Assets completed by your solicitors (on the form which we will send to them). The certificate of title will confirm that any conditions affecting your title to the Capital Assets will not differ from any conditions disclosed and/or approved during the assessment of your application and award of any Capital grant
  - After your acquisition is completed you will send us a copy of the registered title at Land Registers of Scotland.
5. You understand that if you do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then we will proportionally reduce your capital grant in line with the actual capital expenditure incurred in the claim period.
6. If you need to use the Capital Assets to raise further secured funding, you will first obtain our agreement in writing, which may be subject to conditions which you will have to meet.
7. You will not sell, lease, charge, sub-let or otherwise dispose of or change the use of any Capital Asset (or part thereof) without first receiving our written consent, which may contain conditions which you will have to meet. If you sell or dispose of any capital asset, you may have to repay us all or part of the money you have received . The amount you repay will be in direct proportion to the share of the project cost that came from us. If, with our consent, you sell any Capital Asset wholly or partly bought with the grant, it will be at full market value.

8. You understand and accept that a five year asset-monitoring period will start from the date of purchase of the Capital Asset.
9. The Scottish Land Fund will close at the end of March 2026 and all grant funding must be spent by 31<sup>st</sup> March 2026.
10. We can only guarantee future instalments of the grant as long as funds from the Scottish Government are available to us.
11. We are entitled to novate our rights and obligations under the Grant Agreement or any part thereof to The Scottish Government, provided that any such novation shall not increase the burden of your obligations under the Grant Agreement.

**The Scottish Land Fund is funded by the Scottish Government and made available through The National Lottery Community Fund. The Scottish Land Fund is being delivered on behalf of the Scottish Government by a partnership between The National Lottery Community Fund and Highlands and Islands Enterprise. There are no lottery funds used in the Scottish Land Fund.**

# Scottish Land Fund

Ionmhas Fearainn NA H-Alba

Delivered by

**THE NATIONAL LOTTERY  
COMMUNITY FUND**



Funded by



**Scottish Government**  
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