

Lottery terms & conditions

The following standard conditions shall apply to all projects in receipt of RIFE Lottery investment.

1. General

1.1 Acknowledgement that financial investment has been received from EM Media must be included on all publicity material and in programmes and catalogues by use of EM Media's logo. A copy of all such material must be submitted to the relevant Officer at EM Media prior to the event.

Please refer to the "Logo Application Guidelines" for information on the correct use of logos and appropriate text.

- 1.2. EM Media must be notified of any changes of address on the part of the applicant, individual or organisation.
- 1.3. EM Media must be notified where there is a material change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion (as determined by the duration of the conditions). In this event:
- (a) the application must be re-considered by EM Media and
 - (b) the investment may have to be repaid in whole or in part if the change is such that in EM Media's view it seems unlikely to fulfill the purpose for which the investment was made.

EM Media may specify in advance examples of what it will or will not regard as a "material change".

- 1.4. The offer of investment in any financial year does not imply any guarantee of further or similar funds in this or future years.
- 1.5. Investment must be claimed within six months following the end of the financial year in which the investment is made.
- 1.6. An acceptance of the offer of investment must be signed and returned to EM Media, together with a signed copy of these conditions.
- 1.7. EM Media must be informed immediately of the provision of additional financial investment from other sources and of any conditions attached to that investment.
- 1.8. The amount of investment must be used for the purpose set out in the approved Application (as amended or varied with the agreement of EM Media).
- 1.9. The appropriate share (normally the proportion of total project costs that RIFE Lottery EM Media has contributed) of any under-spend on the project or scheme must be returned to EM Media.

- 1.10. The successful applicant or (where different) the recipient of investment (whichever is the most appropriate) must:-
- (a) supply EM Media with regular progress reports as required and with any financial or other information that may be required by EM Media, to monitor their RIFE Lottery expenditure; and
 - (b) take steps to monitor the success of the project or scheme and provide EM Media with any information it requires to satisfy itself that the project or scheme has been completed properly and in accordance with the conditions of investment.
- 1.11. The investment may have to be repaid in full or in part if any of the investment conditions are breached. In determining whether or not the investment should be repaid, and the amount to be repaid (if any), EM Media may have regard to whether, in its opinion, the breach resulted from factors outside the control of the successful applicant.
- 1.12. Where there is a material change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion (as determined by the duration of the conditions):
- a) the application must be reconsidered by EM Media; and
 - b) the investment may have to be repaid in whole or in part if the change is such that in EM Media's view it seems unlikely to fulfill the purpose for which the investment was made.

EM Media may specify in advance examples of what it will or will not regard as a "material change".

- 1.13. In addition to the above, and subject to the provisos below, the RIFE Lottery investment shall become repayable and any future payments stopped:-
- (a) where the recipient ceases to operate (unless it merges with, or is replaced by, another body, which is able to fulfill the purposes of the investment to EM Media's satisfaction);
 - (b) where the recipient is declared bankrupt, or is placed into receivership or liquidation;
 - (c) where the recipient fails to apply the investment for the purposes for which it was awarded;
 - (d) where the recipient fails to complete the project or scheme (unless such failure was due to factors beyond the recipient's control);
 - (e) where the application form was completed fraudulently, incorrectly or misleadingly in any material particular;
 - (f) where at any time during and in respect of the completion of the project or scheme, the applicant has acted:
 - fraudulently; or
 - negligently, to the extent that in the opinion of EM Media it has a material effect on the project or scheme.

Provisos to condition 1.13

- (1) Where EM Media considers that a default(s) at (a) to (f) above is or is likely to be rectified within a reasonable time and to its satisfaction it shall have the discretion not to require repayment and/or to continue to fund the project.
 - (2) In the event of default of a scheme which has a number of discrete elements (e.g. umbrella schemes), EM Media has the discretion to continue to fund unaffected elements of that scheme; and
 - (3) Where EM Media is seeking repayment, the amount which is repayable should take account of any part of the project or scheme that may have been successfully completed.
- 1.14. The successful applicant accepts that the provision of RIFE Lottery investment can only be guaranteed to the extent that EM Media receives funds from the UK Film Council.
 - 1.15. The investment will not be increased (above de minimis levels to be set by EM Media) in the event of an overspend on the project or scheme. Any variation in the level of support would have to be the subject of a revised application and re-assessment by EM Media.
 - 1.16. Where the procurement of goods, services or works is proposed, competitive tendering should be applied unless there are overriding reasons why this would be inappropriate (e.g. de minimis levels, technical or artistic reasons, protection of exclusive rights). Public bodies must comply with relevant domestic and European legislation on procurement.
 - 1.17. Recipients are responsible for obtaining all licenses and permissions which may be necessary by law, together with any necessary insurances.
 - 1.18. EM Media cannot be held responsible for any debts or liabilities of recipients and will not be responsible to any third party.
 - 1.19. EM Media reserves the right to send an assessor to management or Board meetings of supported organisations and should be notified of the relevant meeting dates.
 - 1.20. EM Media's responsible Officer shall attend interview panels as and when they take place for the appointment of key posts.

In addition, the following conditions shall apply to all Capital or mixed projects:

- 1.21. That assets or goods wholly or partly acquired, restored, conserved, or improved through RIFE Lottery investment (including historic assets) shall not be sold during the period of duration for conditions of investment unless their full current market value is realised and EM Media is given prior notification. EM Media may determine the form of such prior notification. Such notification may be given in advance by reference to specific categories of disposal providing that:
 - (1) the full market value of individual assets within the specific categories is not greater than or equal to £10,000 or 5% of the total value of the investment whichever is the smaller; and
 - (2) the proceeds of the disposal are used to benefit the project for which the investment was made.
- 1.22. Notwithstanding (1) above, assets or goods wholly or partly acquired, restored, conserved or improved through RIFE Lottery investment can be sold at less than full market value with the prior written permission of EM Media. (EM Media should only allow assets to be sold at less than their full market value in exceptional circumstances, and such a disposal should be fully defensible).

- 1.23. That any proposal to raise a mortgage or legal charge on land or buildings, or on the strength of any other asset during its agreed economic life, will require the approval of EM Media if that asset has been, or is to be, financed by RIFE Lottery. This provision applies only where EM Media has contributed more than £25,000.
- 1.24. That in the event of the sale or disposal of assets or goods acquired, restored, conserved, or improved through RIFE Lottery investment, within their agreed useful economic life or the agreed useful economic life of the improvements to them, EM Media shall receive an appropriate share of the net proceeds (i.e. the cash sum remaining after payment of prior debt, pari passu payment of equivalent ranking debt, any tax consequent to disposal and other costs of disposal) from the disposal of all types of assets purchased, restored, conserved or improved with the assistance of RIFE Lottery investment within the useful economic life of the assets or such improvements.

Such repayment should generally be calculated in direct proportion to the share of the costs met from RIFE Lottery investment (after prior-ranking debt, if any, has been deducted). EM Media may waive this requirement if it considers that this would be inappropriate having regard to all the circumstances. EM Media may waive the requirement in advance of any actual proposal to dispose or sell, provided that:-

- (a) the proceeds of the disposal are used to benefit the project for which investment was made; and
- (b) there are arrangements in place for dealing with the proceeds of sale being either greater or less than EM Media had anticipated.