

Our ref. MG7/112
Your ref.
Date 25 August 1998

Chalvey Millennium Green Trust
c/o 14 Chestnut Avenue
Langley
Slough
SL3 7DE

FAO Margaret Innis

Dear Sirs

**OFFER OF A MILLENNIUM GREEN AGREEMENT GRANT FOR THE
PROPOSED CHALVEY MILLENNIUM GREEN**

1. The Countryside Commission has considered your Millennium Green Agreement application dated 28th July 1998 and, in exercise of its powers under Section 9 of the Local Government Act 1974 hereby offers a grant of £18,854.12 or 50% of your Approved Project Expenditure of £37,708.25, whichever is the less, towards the cost of the following facilities or services as outlined below. You should contact us if the details of your application change, and in appropriate circumstances a revised offer of grant will be issued.

- | | | |
|-----|----------------------------|---|
| (a) | Name of site | Chalvey Millennium Green |
| (b) | Facility or service | Site acquisition, Creation and establishment of the Millennium Green, including community support and training. |
| (c) | Purpose | To enable the Chalvey Millennium Green Trust when formally constituted in accordance with the Countryside Commission's requirements, to create and establish for the benefit of Chalvey a Millennium Green in accordance with the Site Preparation Plan approved by the Countryside Commission. |

2. The offer is made subject to the Countryside Commission's Millennium Green Grant Terms and Conditions dated October 1997 which are attached.

3. You should particularly note clause 3.5 of our Terms and Conditions which must be met before any grant offered can be paid to you. In addition, you should note that monies will only be paid to the properly appointed trustees of the Millennium Green Trust, and any such payment will be made on and subject to those Terms and Conditions which are deemed to be imposed and re-imposed on every such payment.

4. The following is the schedule and breakdown of the Countryside Commission's grant offer.

DESCRIPTION	AMOUNT OF GRANT £	%	INTERIM CLAIM DATES
<i>Year 1</i>			
Legal & planning fees	1,109.37	50	31st December 1998
Creation costs	8,048.75	50	31st October 1999
Community support & training costs	683.50	50	31st October 1999
Establishment costs	1,677.50	50	31st October 1999
Sub total	<u>11,519.12</u>		
<i>Year 2</i>			
Creation costs	3,525.00	50	31st October 2000
Community support & training costs	1,047.50	50	31st October 2000
Establishment costs	857.50	50	31st October 2000
Sub total	<u>5,430.00</u>		
<i>Year 3</i>			
Establishment costs	1,905.00	50	31st October 2001
Sub total	1,905.00		
TOTAL GRANT OFFER	<u>18,854.12</u>		

5. Claims for payment of grant should be submitted using the Millennium Greens Agreement claim form (MG7) and Millennium Greens Agreement Voluntary Time Contributions claim form (MG8) and accompanied by the necessary receipted invoices. The Countryside Commission will reduce their grant pro rata when the costs are lower than the estimates submitted with the original application. All claims must be submitted in accordance with the dates identified in the above schedule. These dates will not normally be extended.

6. The Projected Completion Date is **30th September 2001** and your final claim for payment of grant should be submitted by **31st October 2001**.

7. If you wish to accept this offer please sign the accompanying copy coloured pink and return it to the address above within twenty one days of the date of this letter.

8. If you have any questions with regard to this grant offer please do not hesitate to discuss them with your local Millennium Greens Adviser.

Yours faithfully

STELLA BREEZE
Office Manager

Enc.

MG7. Millennium Greens Agreement Claim Form (to follow)
MG8. Millennium Greens Agreement Voluntary Time Contributions
MGA Terms and Conditions
Deed of Covenant
Deed of Indemnity

MG7/112

I hereby accept the Countryside Commission's Millennium Greens Agreement Grant offer of **£18,854.12**.

SIGNED.....

PRINT NAME.....

DATE.....

MILLENNIUM GREEN AGREEMENT GRANT TERMS AND CONDITIONS



1 GENERAL

- 1.1 The conditions set out below apply to all offers of Millennium Green Agreement grants and any payment of such grant by the Countryside Commission except where such conditions conflict with the relevant grant offer letter, when the provisions of the Grant offer letter shall prevail
- 1.2 No Grant will be paid for any work carried out or services provided
 - 1.2.1 Prior to the acceptance of the offer in accordance with clause 3 below
 - 1.2.2 Until clause 3.5 below is complied with in full
 - 1.2.3 Until any work or services to which the payment of Grant relates is completed or have been provided to the Countryside Commission's satisfaction
- 1.3 Grant will be paid only to properly appointed trustees of the Applicant who must maintain in their names a bank account with a UK Clearing Bank
- 1.4 The Applicant will at all times use best endeavours to operate the Project in accordance with the purposes set out in the offer letter from the Countryside Commission
- 1.5 In these terms and conditions and in any relevant Grant offer letter
 - 1.5.1 "The Applicant" means the organisation or group to which the Grant is offered and when constituted as a trust pursuant to the requirement below the trustees thereof from time to time

2 ACCEPTANCE

- 2.1 The offer of Grant must be accepted by signing and returning the pink copy of the relevant Grant offer letter to the Countryside Commission office shown at the top of the relevant Grant offer letter within 21 days from the date on which it was made. If the acceptance is not received at that office within that time, the offer will lapse

3 PAYMENT

- 3.1 Grant will be paid only after the claim for payment is properly submitted and accepted by the Countryside Commission. Grant must be claimed using claim form (MG7) and supported by receipted invoices and/or voluntary time contributions claim form (MG8). Incidental expenditure up to a maximum value of £100 per grant year may be claimed by a project without the need to provide receipted invoices.
- 3.2 Grant will not be paid (notwithstanding that the provisions of clause 1.2 above are met) when;
 - 3.2.1 An Event of Default or Potential Event of Default has occurred or is likely to occur
 - 3.2.2 The Applicant is in breach of the warranties in clause 11 below
 - 3.2.3 On making such payment the total amount of Grant otherwise paid to the Applicant will exceed the maximum amount specified in the relevant Grant offer letter
- 3.3 The Countryside Commission may in its discretion make an advance payment of Grant to the Applicant before clause 3.5 below is complied with in full. In such case pending compliance with clause 3.5 any such payment is repayable on demand by the Countryside Commission
- 3.4 Only where the Countryside Commission is satisfied that the Applicant cannot or could not recover VAT at the time of payment of Grant will Grant be paid in respect of any VAT
- 3.5 Prior to payment of any Grant the Applicant must :
 - 3.5.1 Properly complete and deliver to the Countryside Commission a Deed of Covenant in the form specified by the Countryside Commission
 - 3.5.2 Properly complete and deliver to the Countryside Commission a Deed of Indemnity in the form specified by the Countryside Commission
 - 3.5.3 Have adopted and completed the Trust Deed and be a registered Charity
 - 3.5.4 Where Grant is paid for or in relation to the acquisition of any interest in land procure that a certificate of title acceptable to the Countryside Commission in respect of ownership of that interest is issued to the Countryside Commission by solicitors or (if appropriate) other professional advisers such certificate to include confirmation that the Trust Deed is properly executed and completed the Applicant is a registered Charity and all Requisite Consents are obtained and complied with



A MILLENNIUM PROJECT
SUPPORTED BY FUNDS
FROM THE NATIONAL LOTTERY

AN INITIATIVE OF THE
**COUNTRYSIDE
COMMISSION**

4 REPAYMENT OF GRANT

- 4.1 On any Disposal of or of part of a Project Asset the Applicant is to repay to the Countryside Commission the greater of the Actual Grant-funded Percentage of the consideration for such Disposal or the amount of Grant or sums on account of Grant paid
- 4.2 The Applicant must promptly repay to the Countryside Commission any Grant or other monies paid to it as a result of the error of any person
- 4.3 Any sums to be paid by the Applicant to the Countryside Commission unless otherwise stated are payable on demand and if not paid may be set off against any further payments of Grant or other monies which the Countryside Commission is to or may pay to the Applicant
- 4.4 Any sum not paid by the Applicant to the Countryside Commission on its due date will bear interest at a rate of 2% over the base rate from time to time of a clearing Bank nominated by Countryside Commission from its due date until date of actual payment (after as well as before any judgement therefore)

5 EVENTS AND POTENTIAL EVENTS OF DEFAULT

- 5.1 The Applicant must promptly notify the Countryside Commission on the happening of an Event of Default as described in clause 5.4 or immediately on there coming to its knowledge the likely happening of a Potential Event of Default (being an event which it is reasonable to believe would give rise to Event of Default and supply in each case all the information relating to such Default as is in or comes into the Applicant's possession
- 5.2 Notwithstanding the foregoing, the Countryside Commission may on the happening of an Event of Default or on notification of or its otherwise becoming aware of a Potential Event of Default
 - 5.2.1 Make no further payment of Grant
 - 5.2.2 Require immediate repayment of Grant or other monies paid
- 5.3 An Event of Default is:
 - 5.3.1 If at any time
 - 5.3.1.1 A receiver, trustee or similar officer is appointed in respect of the whole or any part of the undertaking or assets of the Applicant or the Project Assets, or
 - 5.3.1.2 Any action is taken for or with a view to the winding up or administration of the Applicant, or
 - 5.3.1.3 Any trustee of the Applicant (being an individual) is or has committed any act whereby he may be disqualified from being a trustee, or
 - 5.3.1.4 The Applicant becomes or is deemed to be insolvent, or
 - 5.3.1.5 The Applicant ceases to operate
 - 5.3.2 Successful Completion has not occurred by the Projected Completion Date
 - 5.3.3 At any time before Successful Completion, the Countryside Commission determines (in its discretion) or is advised that Successful Completion is unlikely to occur
 - 5.3.4 At any time, the Applicant fails to perform and observe any obligation owed to the Countryside Commission or is otherwise in breach of the Grant offer letter or these conditions
 - 5.3.5 At any time the proposed or actual use or operation of the Project ceases to comply with the Project Purpose
 - 5.3.6 At any time the Applicant or any trustee officer or employee of the Applicant acts fraudulently negligently or recklessly in relation to the Project or any arrangement relating to it
 - 5.3.7 The Applicant is in breach of warranty
 - 5.3.8 The Applicant ceases to be a registered Charity

6 SUPPLY OF INFORMATION/ACCESS

- The Applicant must give to the Countryside Commission
- 6.1 Any information relating to the Applicant, the Project and the financial position and transactions of the Applicant and the Project
- 6.2 Access to any Project Asset or any other premises of the Applicant or of its advisers to inspect any books records documents and other items or matters

7 OBLIGATIONS

- 7.1 The Applicant must:
 - 7.1.1 Begin the Project as soon as reasonably practicable and thereafter expeditiously and diligently carry out and complete the Project in a good and workmanlike manner in accordance with the Project Details and with all Requisite Consents
 - 7.1.2 Apply Grant only to the Project
 - 7.1.3 Not borrow any money or (without prejudice to the generality of this provision) consent to incur or permit to remain outstanding any borrowing in connection with the Project or the Project Assets
 - 7.1.4 Not create or allow to subsist any Encumbrance over any Project Asset

- 7.1.5 Not make or effect any Disposal of any Project Asset without the Countryside Commission's consent and where such consent is forthcoming to effect such Disposal at full market value
- 7.1.6 At all times maintain or procure the maintenance of insurance for each of the Project Assets against all usual risks and losses for their full market value, with reputable insurers and procure the endorsement of the Countryside Commission's interest on every such policy
- 7.1.7 Promptly apply the proceeds of any insurance claim either in reinstatement or replacement of any relevant Project Asset discharge of any third party liability or towards repayment of Grant (as the Countryside Commission directs)
- 7.1.8 Ensure that the Project is operated in accordance with the Project Details and for the Project Purpose in accordance with all Requisite Consents and applicable law
- 7.1.9 Ensure that Maintenance Arrangements continue in force and are enforced in accordance with their terms
- 7.1.10 Not make or effect any change variation or amendment in or to the Trust Deed without the consent of the Countryside Commission

8 DURATION

- 8.1 These Terms and Conditions shall have effect from the date of the first Millennium Green Agreement Grant offer letter relating to the Project until:
 - 8.1.1 1 April 2004 where Project Expenditure does not exceed in aggregate £5000
 - 8.1.2 25 years from the date of Completion where Project Expenditure exceeds £5000 but is less than £25000
 - 8.1.3 40 years from the date of Completion where Project Expenditure is equal to or exceeds £25000 in each case exclusive of VAT

9 PUBLICITY

- 9.1 The Applicant is to display and maintain at the Project property such plaques, signs, commemorative and promotional material as the Countryside Commission may require
- 9.2 The Countryside Commission and the Millennium Commission may promote their respective involvements with the Project as they may respectively think fit
- 9.3 The Applicant must not make any announcement or engage in any promotional activity relating to the Project without Countryside Commission's prior consent, which will not be unreasonably withheld

10 INDEMNITIES

- 10.1 The Applicant is to indemnify and keep indemnified the Countryside Commission from and against all and any loss, costs, actions, claims, expenses, damages and demands and all other liabilities sustained or incurred as a result of any Event of Default any Potential Event of Default or any other breach of these Terms and Conditions or of any stipulation in an offer of Grant

11 WARRANTIES

- 11.1 The Applicant warrants and represents to the Countryside Commission that the statements and representations set out in clause 11.2 below are true and accurate in all material respects and are not misleading and is deemed to repeat this warranty and representation whenever and immediately before Grant is requested or paid
- 11.2 The warranted statements and representations are :
 - 11.2.1 All information provided by or on behalf of the Applicant to or for the Countryside Commission or for the Millennium Commission in connection with the Project was true and accurate and not misleading when it was provided and nothing has occurred since that time to make it untrue, inaccurate or misleading in any material respect
 - 11.2.2 The Applicant has disclosed to the Countryside Commission all information which would or might reasonably be thought to influence the Countryside Commission in the awarding or payment of Grant to the Applicant or the amount thereof including (without prejudice to the generality of the foregoing)
 - 11.2.2.1 Any Benefit
 - 11.2.2.2 Material information as to the character and identity of itself its trustees proposed trustees officers and employees
 - 11.2.3 The Applicant is not and will not be or become in breach of any law or enactment or any deed, agreement or other instrument, obligation or duty binding on it or any of its assets, or cause any limitation on any of its powers, or on the right or ability of its trustees or other duly appointed representatives to exercise such powers, to be exceeded
- 11.3 The Applicant must inform the Countryside Commission promptly on any change (material or otherwise) in the circumstances so warranted or represented
- 11.4 The rights and remedies of the Countryside Commission in respect of any breach of such warranty and representation shall not be affected by any act or omission of the Countryside Commission or any other event or matter whatsoever except a specific written waiver or release, and no single or partial exercise of any right or remedy shall preclude any further or other exercise

12 ASSIGNMENT

- 12.1 The Applicant must not assign the benefit of Grant or of any relevant offer of Grant other than (so far as the same does not occur by operation of law) to new or replacement trustees of the Applicant

12.2 The Countryside Commission may assign any of its obligations and benefit arising under or pursuant to any relevant offer of Grant in whole or in part as it sees fit

13 **INVALIDITY**

If any of these Terms and Conditions or any term of or any provision in any relevant offer of Grant is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part thereof but the enforceability of the remainder shall not be affected

14 **DEFINITIONS AND INTERPRETATION**

14.1 In these Terms and Conditions and any relevant Grant offer letter thereto the following words and expressions shall (unless the context otherwise admits) have the meanings given to them below:

"Actual Grant-Funded Percentage" at any time the percentage produced by dividing the total amount of Grant paid by the Countryside Commission to the Applicant by the total amount of Approved Project Expenditure incurred by the Applicant

"Approved Project Expenditure" expenditure by the Applicant which the Countryside Commission is satisfied properly constitutes Project Expenditure

"Benefit" any material actual contingent or potential commercial or financial benefit which may be enjoyed by any trustee officer member or employee (and any persons connected with any of the same) of the Applicant within the meaning of section 839 of the Income and Corporation Taxes Act 1988 as a consequence of connected with or arising out of the Project

"Completion" the vesting in trustees on the basis of the Trust Deed of the Property comprised in the Project its creation (being the planting (if applicable) and laying out of the Property) as a Millennium Green in accordance with the Project and the establishment of Maintenance Arrangements all to the satisfaction of the Countryside Commission

"Disposal" any disposal or parting with possession of any Project Asset including (where appropriate) a lease mortgage or hypothecation

"Encumbrance" any mortgage, charge, pledge, lien or other encumbrance

"Project Assets" the land property and other assets to be utilised or incorporated in, or acquired, created or improved by, the Project

"Project Details" the plans, drawings, specifications, calculations and other data relating to the Project approved by the Countryside Commission

"Project Documents" each of the documents, including each document referred to in these Terms and Conditions all and any application or submission for Grant which the Applicant enters into, proffers or produces in connection with the Project

"Project Expenditure" costs incurred and paid by the Applicant in connection with the Project for the Project Purpose

"Requisite Consents" all planning consents building regulation approvals and other necessary approvals and consents (under statute any lease or contract or otherwise) and all other relevant statutory or regulatory requirements

"Successful Completion" means Completion of the Project

(i) by the Projected Completion Date

(ii) within the budget approved by the Countryside Commission

(iii) in conformity, in all material respects, with the Project Details

(iv) in a way which achieves the Project Purpose

"Trust Deed" a deed or declaration of trust in the form of the model issued by or otherwise in a form approved by the Countryside Commission

14.2 **Interpretation**

14.2.1 In these Terms and Conditions references to

14.2.1.1 Parties and other persons include their successors and permitted assigns, except where the context requires otherwise

14.2.1.2 A person or body being "insolvent" mean it is unable to pay debts as they fall due, or is deemed under any applicable law to be so, or that it has an excess of liabilities including for these purposes contingent and prospective liabilities in full without discount) over assets and

14.2.1.3 The "winding up" of a person includes where such person is or comprises a person other than a company (as defined in the Companies Act 1985) bankruptcy or any corresponding process applicable to that person

14.2.2 Where two or more persons comprise the Applicant:

14.2.2.1 Each of those persons is jointly and severally responsible and liable for all the obligations of the Applicant

14.2.2.2 References to the Applicant are references to each such person individually and collectively

15 **GOVERNING LAW**

This grant shall be governed by the laws of England and Wales