

THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT

AND

(INSERT BUILDING OWNER NAME/COMPANY)

GRANT FUNDING AGREEMENT

relating to the Rediscovering the Underbanks Townscape Heritage Scheme

THIS AGREEMENT dated the _____ day of _____ is made between The Metropolitan Borough Council of Stockport (“**the Council**”) and (insert building owner name/company) (“**the Grantee**”).

BACKGROUND

- A. The Council administers the Rediscovering the Underbanks Townscape Heritage Scheme (“**the Scheme**”) which is supported by the Trustees of the National Heritage Memorial Fund.
- B. The Council agrees to pay a grant to the Grantee towards the cost of repair and / or restoration works at the Grantee’s property.
- C. This Agreement sets out the terms and conditions on which the grant is made by the Council to the Grantee.
- D. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

1. THE GRANT

The Council agrees to pay and the Grantee accepts a grant of up to a maximum of (insert grant amount) (“**the Grant**”) towards the cost of the repair and/or restoration works at (insert property address) registered at HM Land Registry with TITLE ABSOLUTE under title number (insert title number) (“**the Property**”) described in the Grantee’s application numbered (insert planning application number) (“**the Project**”).

2. PURPOSE OF GRANT

- 2.1 The Grantee will use the Grant for the sole purpose of carrying out of the eligible works (“**the Works**”) to the Property identified in the Council’s offer letter to the Grantee dated (insert date of the offer letter) and set out at Appendix 1 to this Agreement. The Grant shall not be used for any other purpose.
- 2.2 All Works will be carried out:
 - 2.2.1 in accordance with current best practice in the conservation of historic buildings;
 - 2.2.2 to a quality satisfactory for a project of importance to the national heritage to be determined by the Council from time to time;
 - 2.2.3 in accordance with all relevant planning legislation; and
 - 2.2.4 in compliance with listed building and Conservation Area conditions attached to the relevant planning consent.
- 2.3 Until the completion date, the Grantee must not carry out work to the Property, other than the Project that detracts in the Council’s opinion from the Property’s value or integrity as a heritage asset, unless the Council agrees otherwise in writing.

3. PAYMENT OF GRANT

- 3.1 The Grantee must claim for payment of the Grant in arrears using the claim form in Appendix 3.
- 3.2 The instalment of the Grant will be paid upon receipt by the Council, to its reasonable satisfaction, of invoices and certificates relating to Works.
- 3.3 The Council will retain 10% of the Grant until it receives a practical completion certificate in relation to the Works from an independent professional, who is a member of RIBA or RICS (“**the Independent Expert**”).
- 3.4 The Grant is not transferable and is available only to the Grantee.
- 3.5 The Council will only pay Value Added Tax in respect of the Works if the Grantee is not entitled to a refund of the Value Added Tax. If the Grantee becomes entitled to a Value Added Tax refund in respect of the works, the Grantee must repay the relevant amount back to the Council.
- 3.6 In the event that the Grantee receives any Value Added Tax refunds following completion of the Project, the Grantee must notify the Council and repay the relevant amount to the Council.
- 3.7 If the Works are completed for less than the cost estimate on which the grant offer was based, the Grantee must return to the Council any unspent Grant that it has received. Grant for these purposes will be deemed to have been spent pro rata with funds provided to carry out the Works from other sources. The amount of the Grant shall not be increased in the event of any overspend by the Grantee in its carrying out of Works.
- 3.8 The Grantee shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attached to the Grant have been complied with by the Grantee.

4. MONITORING AND REPORTING

- 4.1 The Grantee must keep all records relating to the Project for the duration of this Agreement and provide the Council with any financial or other information as it requires from time to time.
- 4.2 The Grantee will closely monitor the progress of the Works through to completion to ensure that the aims and objectives of the Project and Scheme are being met and that this Agreement is being adhered to.

- 4.3 The Grantee will act on any recommendation regarding the Works made by the Council or by anyone acting on the Council's behalf.
- 4.4 The Grantee shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 4.5 The Grantee shall permit the Council or its agents, employees or contractors to access the Property on request.
- 4.6 A good photographic record of those parts of the building which the work will affect, both internally and externally, shall be maintained, prior to and after the work taking place and must be shared with the Council on request.
- 4.7 The Grantee shall, in consultation with the Council, appoint the Independent Expert, to oversee the Works through to completion. The Grantee will provide the Council with a copy of the practical completion certificate issued by the Independent Expert on completion of the Works.
- 4.8 The Grantee agrees that the Council is entitled to put measures in place to secure the value of the Grant against the Property and agrees to assist the Council in making any such applications. This security may take the form of a legal or equitable charge or restriction, as appropriate, and may be registered against the title of the Property at the Land Registry. The Council undertakes to make an application to the Land Registry to remove such entries relating to such security on satisfaction that there are no outstanding Grant monies due to be returned by the Grantee to the Council.

5. ACCOUNTS

- 5.1 The Grantee shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 10 years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Grantee's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 5.2 The Grantee shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

6. CARRYING OUT THE WORKS

- 6.1 The Grantee must begin the Works on or before (insert commencement date) (“the **Commencement Date**”) and must fully complete the Works within (insert project schedule) of the Commencement Date, unless agreed otherwise in writing.
- 6.2 Unless agreed otherwise in writing, the Grantee must obtain at least three quotes for the Works if the total cost is £10,000 or more. These quotes must be submitted to the Council as a summary of the tenders received and, if it is the case that the lowest quote is not being accepted, the Grantee’s reasons for not accepting the lowest bid must also be provided. If the Council disagree with the Grantee’s reasons for not accepting the lowest bid, the Council will reduce the Grant by an amount which bears the same proportion to the difference between the quote accepted by the Grantee accepted and the lowest quote obtained.
- 6.3 The Grantee must appoint a contractor who is sufficiently qualified and capable to carry out the Works. The Council reserves the right to approve any contractor prior to its appointment by the Grantee.
- 6.4 The Council reserves the right to inspect the Works at any time by giving notice to the Grantee.
- 6.5 Whilst the Project is in progress, the Grantee must publicly acknowledge the Grant by displaying at the Property any signs provided to the Grantee by the Council.
- 6.6 The Grantee must maintain adequate insurance cover against the value of the Property, the Works and any materials and goods delivered to it. Such insurance must be in the joint names of the Grantee and its appointed contractor unless agreed otherwise in writing.
- 6.7 The proceeds of any insurance claims must be applied towards the cost of the reinstatement of the Works and the Property and the replacement of any goods or materials damaged, as necessary. If in the Council’s opinion reinstatement or replacement is not reasonably practical due to the extent of the damage, then you must apply the proceeds of all claims under the insurance firstly to the repayment of any Grant money received.
- 6.8 The Council reserves the right to publish any publicity or marketing materials relating to the Works and the Scheme.

7. WITHHOLDING, SUSPENDING AND REPAYMENT OF THE GRANT

- 7.1 The Council’s intention is that the Grant will be paid to the Grantee in full. However, without prejudice to the Council’s other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 7.1.1 the Grantee uses the Grant for purposes other than those for which it has been awarded;

- 7.1.2 the Works do not start within 28 days of the Commencement Date and the Grantee has failed to provide the Council with a reasonable explanation for the delay;
- 7.1.3 the Council considers that the Grantee is not making satisfactory progress with the Works;
- 7.1.4 the Grantee ceases to operate or is declared bankrupt or placed in receivership or liquidation;
- 7.1.5 the Grantee is fraudulent in completing their application for the Grant or in the carrying out and completion of the Works;
- 7.1.6 the Grantee fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice from the Council detailing that failure; and/or
- 7.1.7 the National Lottery Heritage Fund requests repayment of the Grant or suspends the payment of grant monies to the Council.
- 7.2 The Council may at any time transfer the benefit of this agreement to the National Lottery Heritage Fund and allow the National Lottery Heritage Fund to conduct any proceedings against the Grantee for a breach of it.
- 7.3 The Council may retain or offset any sums owed to it by the Grantee which have fallen due against any sums due to the Grantee under this Agreement.
- 7.4 Should the Grantee become subject to financial or other difficulties which are capable of having a material impact on its ability to effectively deliver the Works or comply with any of the terms of this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.
- 7.5 In the event that the Property is sold or let, or the Grantee's interest in all or part of the Property is otherwise disposed of during the 10-year period referred to in clause 8.2, the Grantee will be obliged to repay Grant monies to the Council in accordance with the provisions of Schedule 2 (clawback). The obligation to repay under Schedule 2 becomes effective immediately upon completion of the sale, lease or disposal.
- 7.6 The Grantee has made a state aid declaration in the form set out in Appendix 2 of this agreement and has confirmed their eligibility for support under the Scheme.

8. TERMINATION

- 8.1 If any of the provisions of Clause 7.1.1 to 7.1.7 apply, the Council may terminate this Agreement on giving the Grantee one month's written notice.

8.2 Subject to any pre-existing breach of this Agreement, the terms and conditions of this Agreement will cease to be enforceable after the tenth anniversary of the date of this Agreement.

9. MAINTENANCE

9.1 The Grantee must continue to maintain the Property to the satisfaction of the Council following the expiration of this Agreement and in a manner consistent with the character and appearance of the conservation area.

9.2 The Grantee must ensure that the repair and restoration of the Property remain fixed to the Property and transfer on any disposal.

9.3 Following completion of the Works the Grantee must insure the Property against risks as is reasonable and appropriate in all the relevant circumstances.

10. FREEDOM OF INFORMATION

10.1 Nothing in this Agreement shall prevent the Council and/or HM Government from disclosing any information whether or not relating to the Project, the Council or HM Government in their absolute discretion consider is required to disclose in order to comply with Freedom of Information Act 2000 as amended, and or the Environmental Information Regulations 2004 and any other statutory requirements whether or not existing at the date of this Agreement.

11. LIMITATION OF LIABILITY

11.1 Nothing in this agreement shall make the Council liable in respect of any claim brought against the Grantee by a third party.

12. ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 The Grantee agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty made by the Council (whether made innocently or negligently) that is not set out in this agreement. The Grantee agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

Schedule 1

Grant Amount, Costs and Work Summary

Grant Amount:

The Grant amount is (insert grant amount) which represents (insert grant rate) % of the total cost of the eligible works as set out below.

Description and Cost of Works:

(INSERT DESCRIPTION AND COSTS OF WORKS)

The Grant is to be paid in instalments as per set out below.

(INSERT GRANT PAYMENT SCHEDULE)

Schedule 2

Repayment Provisions

In the event that the Property is sold, let or the Grantee's interest is otherwise disposed of, after the Grant has been paid to the Grantee, the Grantee will be obliged to repay a proportion of the Grant monies back to the Council.

The amount repayable by the Grantee will reduce proportionately from the date of this Agreement as follows:

1. If the Property is disposed of within 6 years of the date of this agreement, up to 100% of the Grant shall be repayable by the Grantee to the Council.
2. If the Property is disposed of between 6 and 7 years of the date of this agreement, up to 80% of the Grant shall be repayable by the Grantee to the Council.
3. If the Property is disposed of between 7 and 8 years of the date of this agreement, up to 60% of the Grant shall be repayable by the Grantee to the Council.
4. If the Property is disposed of between 8 and 9 years of the date of this agreement, up to 40% of the Grant shall be repayable by the Grantee to the Council.
5. If the Property is disposed of between 9 and 10 years of the date of this agreement, up to 20% of the Grant shall be repayable by the Grantee to the Council.
6. If disposal takes place after 10 years from the date of this Agreement then no Grant monies will be repayable.

Year of contract	Amount to be repaid
0-6	Up to 100%
6-7	Up to 80%
7-8	Up to 60%
8-9	Up to 40%
9-10	Up to 20%

Appendix 1
Grant Application

Grant Application Form

The purpose of this form is to complete the application process for a **Rediscovering the Underbanks Townscape Heritage Grant**. This form should be completed and returned, with the additional information/documents requested in the checklist (item 14), to the Townscape Heritage Manager, for consideration by the Underbanks Townscape Heritage Partnership Board.

The [Townscape Heritage Scheme Advice Notes](#) provide guidance on completing this form.



1. Address of the property where your project will take place:

2. Brief description / title of the project

3. Details of the grant applicant Name(s):

Name:

Business/trading name:

Address:

Postcode:

Website:

Email

Telephone:

4. Type of applicant

Owner - occupier

Is your company registered with Companies House?

Company Number:

Are you a registered charity?

5. Ownership interest

IF FREEHOLD

Date the property was acquired:

Freeholder's name(s):

Freeholder's address(es):

Postcode:

Is the property registered at the Land Registry?

Title Numbers.

IF LEASEHOLD:

Date the lease began:

Date the lease expires:

Type of lease (i.e. full repairing & insuring):

Leaseholder's name(s):

Leaseholder's address(es):

Postcode:

Are you wholly responsible, under the terms of the lease, for the repair and maintenance of the exterior of the property? Yes No Is the lease registered? Yes No

Please give details of the person or business who owns the freehold:

Freeholder's name(s):

Freeholder's address(es):

6. Property details

Is the property listed?

Are there any encumbrances on the property (i.e. mortgages / charges)?

7.Existing uses of the property

If it is trading as a business, when was it established?

8. Proposed uses for the property

If a new business, when do you intend to start trading?

Is there any vacant space intended to be brought back into use?

Does the project relate to the whole or only part of the property?

9. Statutory Consents

Have you applied, or are you applying for, for any statutory consents needed for the proposed work, such as Planning Consent, Listed Building Consent, Advertisement Consent or Building Regulations Approval?

Please give details including application reference numbers, or confirm why no consents are needed:

10. Consultants supporting your project

Name(s):
Business/trading name:
Address:
Postcode: Website:
Email address:
Telephone number(s):
Contact name (if different to the applicant):
Scope of services:
Professional bodies:

11. Type of grants you are applying for:

12 Cost of the Project

Please provide a simple breakdown of the cost of the project. This should be supported by the submission of a fully priced schedule of works form your preferred contractor, quotes from suppliers or consultants, and Development Appraisal if you are making a Vacant Use grant.

Works	Cost	VAT
External Repairs		
Repairs/ Reinstatement of architectural details		
Bringing vacant floorspace back in to use.		
Other (eg prelims professional fees)		
Total		

13. Quotes

Please list name of all contractors who provided quotes. Details of the three lowest quotes are required and a detailed breakdown of the lowest estimate.

Name and address of contractors	Quotes for eligible work
1.	
2.	
3.	

14. Project timescales

When do you intend to commence construction work?

When do you intend to complete construction work?

15. Additional information/documents

Checklist

Please enclose copies of the following documents with your application, if applicable:

Document checklist	Yes	n/a
Full details of the proposed works including, site specific drawings (plans, sections, elevation and construction details), specifications, photographs, schedules of work, construction programme and expenditure profile.		
Evidence of your interest in the property, including any encumbrances		
Permission from the freeholder to undertake the project		
Most recent audited accounts, articles of association, or memorandum of agreement, for applications from companies or charities.		
Copies of any statutory consents, submitted or approved		
Copies of any contract or letters of appointment for consultants, demonstrating the scope of their fees		
Copies of any quotation or tender process undertaken		
Copy of the fully costed schedule of works from your preferred contractor		
Estimate of the current value of the property		
Development Appraisal for vacant use grant application		
Evidence of sufficient funding to cover your contribution towards the project		
Evidence of grant offers from other sources		

15. Declaration – all applicants

I declare that all the information given is truthful, accurate and that information has not been deliberately withheld. I confirm that I have/my representative (please delete as applicable) has the power to accept the grant, subject to conditions, and the power to repay the grant in the event of conditions not being met. I understand that any misleading statements (whether deliberate or accidental) given at any stage during the application process, or any material information knowingly withheld, could render this application invalid, and may require the repayment of any grant. I have read and understood the application form and Townscape Heritage Scheme Advice Notes.

Signed:

Date:

On behalf of:

Declaration – Landlords

If the property is held on a lease that will expire in less than 10 years, or if it contains a break clause which may terminate the lease within 10 years, the landlord must join in the grant application, and agree to be bound by the grant conditions.

Signed:

Date:

Position:

On behalf of:

If you have any queries regarding this form, please contact the Townscape Heritage Manager.

Peter Haymes

Townscape Heritage Manager

Fred Perry House, Edward Street,

Stockport SK1 3XE

Email: peter.haymes@stockport.gov.uk

Tel: 0161 474 4398

Stockport Metropolitan Borough Council collects data from members of the public in order to meet the requirements of the funder the National Lottery Heritage Fund. Some of the personal data held is obtained directly from individuals, and some information is received from the council and other third-party organisations. Where necessary, information may be shared with other organisations to assist us in delivering the Townscape Heritage Programme. Personal data will only be kept for as long as the law specifies, or where unspecified personal data will be kept for the length of time determined by our business requirements. The Council are committed to protecting personal data from security threats, whether internal or external, deliberate or accidental. You can learn more about how we use personal and special data by visiting our website [privacy notices](#).

Appendix 2

Subsidy Control Declaration



Services to Place

Fred Perry House

Piccadilly

Stockport

SK1 3XE

Telephone: 0161 474 4398

DX 22605 Stockport 2

Please ask for: Peter Haymes
E-mail: peter.haymes@stockport.gov.uk

[GRANTEE]

[DATE]

Our ref: [REF]

Dear [GRANTEE]

Subsidy Control Declaration: Rediscovering the Underbanks Townscape Heritage Scheme

You are being offered financial assistance in the form of a grant of £[INSERT GRANT AMOUNT] on the basis that it complies with the current subsidy control regime within the UK which allows any one entity to receive up to an amount equivalent to approximately £300,000 of public assistance over a 3 fiscal year period.

You will need to declare the value of this financial assistance to any other aid awarding body who requests information from you about how much financial assistance you have received from a public body.

Before we can provide you with the financial assistance set out above you must declare what financial assistance (also referred to as public subsidy) you and any entity linked to you have received during your current and previous 2 fiscal years, as we need to ensure that our support added to that previously received, will not exceed the threshold of approximately £300,000 within a 3 fiscal year period.

Please ensure that you retain this letter for 10 years from the date on which the financial assistance is granted to you and produce it on any request by the UK public authorities or, where appropriate, the European Commission.

Please complete the attached statement and sign the attached declaration.

Yours sincerely

Director (Services to Place)

Statement of financial assistance received

Please note that any financial assistance from a public body might be considered relevant. Examples of financial assistance include but are not limited to: grants from public bodies, loans from public bodies at favorable rates, publicly administered funds, consultancy advice provided either free or at a reduced rate, differential tax benefits, purchase of public land at less than market rate etc.

I confirm that I have received the following financial assistance during the previous 3 fiscal years (i.e. current fiscal year and the previous two fiscal years):

<u>Organisation / Body providing the assistance / aid</u>	<u>Value of assistance (gross equivalent)</u>	<u>Description of assistance</u>	<u>Date of assistance</u>

Declaration:

I declare that the details contained in the statement above are true and accurate

Company name / Trading name	
Signature	
Position	
Date	

Appendix 3

Grant Payment Claim Form

GRANT CLAIM FORM

REDISCOVERING THE UNDERBANKS TOWNSCAPE HERITAGE

This form should be completed, signed, scanned, and returned by email with relevant supporting documentation to the Townscape Heritage Manager at peter.haymes@stockport.gov.uk

Payment of grant monies will be authorised on receipt of appropriate evidence of expenditure i.e. invoices from suppliers and consultants, staff timesheets etc., which should be sent with this claim form.

GRANTEE DETAILS

Name(s) of Grantee(s)

PROJECT DETAILS

Project address	
Grant application number	Total grant awarded (% of total cost)
Claim number (e.g. claim two of three)	Previous claims (amount/date)
<u>Current Amount Claimed</u>	

GRANT CLAIM COST INFORMATION

Please enter in the table below the approved costs as set out in the Grant Offer letter (or subsequent approved variation letter).

Cost Incurred	Description	Contractor	Invoice Number	Grant Amount Claimed
Total				

EVIDENCE OF EXPENDITURE

Please list the supporting documentation e.g. invoices being supplied with this claim form as evidence of expenditure. Use an extra page if needed.

Name of provider of services e.g. architect or building contractor. Please record each invoice individually.	Type of document e.g. invoice	Date of document	Value
TOTAL			

PROGRESS REPORT

Please provide a summary of recent progress on the project and a timetable for remaining works.

ACCOUNT DETAILS

Please provide details of the bank account to which the grant money will be paid.

Account name	
Bank	
Account number	
Sort Code	

DECLARATION

I/we certify that, to the best of my/our knowledge and belief, the information in the claim form is accurate and the expenditure has been properly incurred.

Signed	Date
Name(s) (BLOCK CAPITALS)	

Signed by an Authorised Signatory of **The Metropolitan Borough Council of Stockport:**

.....

Corporate Director- Place

Signed by the Grantee:

.....

Signature

.....

Print name