

Belper and Milford Townscape Heritage Initiative

Summary of Grant Conditions

If your application for a Townscape Heritage grant is approved, you will be asked to enter into a formal contract with the THI Partnership

Below is a summary of most of the conditions in the Grant Contract

Use of Grant

The grant can only be used to carry out eligible works ¹ on the property specified in the application.

Compliance With Approved Documents

The project works ² must be carried out in accordance with the specification drawings, development appraisal and other documents submitted to and approved by the THI Partnership.

Best Practice

The works must be carried out in accordance with the current best practice in the conservation of historic buildings and the quality must be appropriate to a project of importance to the national heritage.

Consent For Works

Any offer of grant-aid will be subject to the applicant obtaining the necessary consents, where required for proposed works, under planning or historic building legislation, or building regulations or any other relevant legislation, including any requirements of Health and Safety and current CDM regulations. If in doubt, please contact the Project Officer, prior to submitting the application form.

Grant Acceptance

Any offer of grant must be accepted in writing within 4 weeks of the date of any letter, unless otherwise agreed in writing by the Borough Council

Starting the Works

No work shall be started prior to the submission of your application to the Borough Council. The Borough Council's written consent is required before any works can commence. Failure to observe this condition will result in the application being invalidated. If the works are urgent, the Borough Council should be informed and a 'without prejudice start' letter requested at the time the application is submitted.

The grant-aided work must commence within 6 months of the date of any offer letter, unless otherwise agreed in writing by the Borough Council. These works shall be completed as soon as practicable, within an appropriate defined period.

¹ 'Eligible works' means the works described in the THI Partnership's grant offer to you.

² 'Project Works' means the works described in your application, or otherwise agreed with the THI Partnership

Other Works

Until the project works are completed, you must not carry out any other works to the property that might detract from its value or integrity as a heritage asset³.

Non-transferable

The grant is not transferable to another person.

Contracts for the Works

The contracts you enter into with building contractors to carry out the eligible works must be the same as those that would be used by a reasonably experienced employer for a project of a similar size, value, complexity and prominence.

Project Records

You must keep all records, including financial records, of the project and let the representatives of the THI Partnership see them if they want to do so.

Inspections

All works must be carried out in full and to the complete satisfaction of the Borough Council. You must let representatives of the THI Partnership have access to the property to monitor the progress and standard of the project works, during the works and after completion, to ensure that all terms and conditions of the grant offer have been met before the grant is paid.

Recommendations

You must give due regard to any recommendations made by representatives of the THI Partnership about the project.

The Borough Council accepts no liability for any professional advice offered by its representatives.

Publicity

The Borough Council and the Heritage Lottery Fund reserve the right to publicise any offer of grant. You must publicly acknowledge the grant by displaying a prominent sign supplied by the THI Partnership on the property during the project.

You must seek the permission of the THI Partnership before making any public statement about the grant.

Payment of Grant

Grant payments will be made in arrears on receipt of a suitable invoice or certificate issued or endorsed by a suitably qualified professional.

10% of the total grant will be withheld until the THI Partnership is satisfied that all works have been completed to the required standard and has received a copy of the practical completion certificate. Payments can be made on completion or against agreed stages in the project works.

³ You are advised to seek advice from the Borough Council's Conservation Section before carrying out ANY works not specified in your application

Selling the Property

If you sell or otherwise dispose of the property after carrying out the project works you may have to pay the THI Partnership a portion of any increase in the value of the property. There is a formula for calculating this clawback. This clawback will apply for between three and ten years from the date of the acceptance of the grant. The exact length of time will be determined by the size of the grant.

Increased Value

Where a grant has been made for development projects to bring vacant floor space into use, you may be required to pay the THI Partnership a proportion of any amount by which the property value of that time exceeds the value anticipated when this grant was made, regardless of whether you have disposed of the property.

Repayment

You may also be required to repay the grant in other circumstances, for example if you become bankrupt, have acted fraudulently or negligently in applying for the grant, or have breached the conditions in the Grant Contract. A full list of such circumstances is given in the contract.

In addition, if the eligible works are completed for less than the estimated costs on which the grant offer was made, the grant will be reduced pro-rata.

Overspends

The grant will not be increased if there is an overspend on the project works.

Maintaining the Property

Following completion of the project works you must maintain the property in a manner consistent with its historic character and appearance. Properties that have previously been fully restored through grant assistance under previous schemes will not be eligible for grant assistance under the THI scheme.

Insuring the Property

During the project you must have adequate insurance cover on the property, the works executed to it, and any unfixed materials and goods delivered to it, against any loss or damage arising as a consequence of the project being undertaken, for its full value and against all reasonable risks.

Following the completion of eligible works, you must continue to insure the property.

The proceeds of any insurance claim must be used to reinstate the property or the replacement of any goods or materials unless the THI Partnership agree otherwise, in which case they must first be used to repay the grant.

Withdrawal of Funding

The THI Partnership reserves the right to suspend or stop payment of the Grant if the required funding is withdrawn from the THI.

Further advice and guidance can be obtained from:

Robert Thorley
e-mail: rob.thorley@ambervalley.gov.uk
tel: 01773 841582

or Rachael Coates
e-mail: rachael.coates@ambervalley.gov.uk
tel: 01773 841585