

# QUEEN STREET TOWNSCAPE HERITAGE SCHEME (THS)

## Terms and Conditions

*The THS Partnership referred to below is the partnership between the Heritage Lottery Fund (HLF) and Wolverhampton City Council.*

**THIS AGREEMENT** dated is made between the THS Partnership and NAME(S) OF GRANTEE who is/are the freeholder/leaseholder of the property subject to the grant and where there is more than one party named as freeholder/leaseholder the obligations entered into herein are made jointly and severally

The THS Partnership who administer the Queen Street Townscape Heritage Initiative (THS) Scheme, supported by the HLF, agrees to pay and you, the Grantee, accept from the THS Partnership a grant of up to **(the Grant)** towards the cost of the repair works described in your application numbered **Ref. (the Project)** of **Wolverhampton (the Property)** subject to the following conditions:

1. You will use the Grant only to carry out the eligible works to the Property identified in the THS Partnership's offer letter ("Grant offer") to you in accordance with your grant application as varied or supplemented with the written agreement of the THS Partnership ("Eligible Works"). The Grant is not transferable.
2. You must accept the Grant offer and conditions, in writing, within 3 months of the date of this Agreement. Eligible Works must start on the Property site within 9 months of the date of this Agreement and Eligible Works must be completed within 2 years of the date of this Agreement.
3. You will carry out the Eligible Works in accordance with the programme set out in your Grant application.
4. You will carry out the Eligible Works in accordance with current best practice in the conservation of historic buildings and to a quality appropriate to a project of importance to the national heritage using professional person(s) who are accredited under the scheme relevant to their profession.
5. For the date of the grant application until the completion date specified below you must not carry out work on the Property other than the Project that in the THS Partnership's opinion detracts from its value or integrity as a heritage asset.
6. (i) Unless otherwise agreed in writing, you must obtain at least three tenders for Eligible Works if the total cost of the Eligible Works exceeds £10,000 (excluding VAT) and submit to the THS Partnership a summary of the tenders received and your reasoning (if relevant) for not wishing to accept the lowest tender. If the THS Partnership disagrees with the reason given by you for not accepting the lowest of the tenders submitted, the Grant will be reduced by an amount which bears the same proportion to the difference between the tender you accept and the tender the THS Partnership considers to be the lowest acceptable tender, as the Grant bore to the estimated cost of the relevant Eligible Works.  
  
(ii) Unless otherwise agreed in writing if the Eligible Works exceed £10,000 you must engage a competent professional adviser, with relevant specialist conservation knowledge, ability and experience to analyse plan specify the Works in detail and supervise the Works. All professional advisers, and building or other contractors, must be employed under a relevant standard form of

written contract. You will notify us immediately of any changes to your professional advisers or contractors. The professions must be accredited in accordance with the relevant schemes: Conservation in accordance with the Register of Architects Accredited in Building Conservation or successor in title organisation Surveyor in accordance with the Royal Institute of Chartered Surveyors or successor in title organisation Structural Engineers in accordance with the CARE Register or successor in title organisation. All stages of the project must be followed in accordance with RIBA alphabetic approach. The RIBA (Royal Institute of British Architects) alphabetic approach is attached.

(iii) You must certify to us that you have employed the professional adviser(s) under a relevant standard form of written contract following an advertised (where necessary) and open tender and selection process.

7. You agree to observe and comply with the Procurement Regulations to the extent necessary in relation to the award of any contract that is funded in whole or in part by Heritage Lottery Fund.
8. You shall act on any recommendations the THS Partnership or any professional person or body with the expertise in building or repairing properties of the same nature as the Property, acting on behalf of the THS Partnership, makes in respect of the Eligible Works.
9. Contracts entered into by you in undertaking the Eligible Works must be on terms which do not differ materially from those that would be entered into by a reasonably experienced building employer engaging parties to provide similar work or services for projects of the size, value, complexity and prominence of the Eligible Works. The costs of Eligible Works and any ineligible costs should be itemised in the contract.
10. All Works which are undertaken outside the terms of this Agreement and/or undertaken before the date of this Agreement will not be eligible for funding from the Grant.
11. Grant will be paid in arrears in instalments in response to receipt of an application from you for reimbursement for work carried out. This must be supported by either invoices for such work (certified by a qualified person), or supported by a professional supervisor's certificate indicating the cost of the work received. 10% of the Grant will be withheld ("retention percentage") until all the Eligible Works have been completed to the satisfaction of the THS Partnership. Invoices or certificates must be supplied for each aspect of the Eligible Work as they are carried out.
12. Value Added Tax (VAT) is only payable in respect of works carried out if you are not entitled to receive a refund but in the event that you do receive a refund you must pay back the amount paid within 28 days of receipt thereof
13. If the Eligible Works are completed for less than the cost estimate on which the Grant offer was based, you must return to the THS Partnership any Grant received by you and unspent forthwith. The Grant will not be increased if there is an overspend.
14. The Grant will become repayable, and any future payments stopped, if [any one or more than one of the following apply](#):-
  - 14.1 any of the terms and conditions included in this Agreement and the Grant offer letter are breached;
  - 14.2 you change your status, cease to operate, are declared bankrupt or placed in receivership or liquidation;

- 14.3 you are shown to the THS Partnership's satisfaction to have completed your application for the Grant fraudulently, incorrectly or misleadingly in any material particular (in which case the matter may also be referred to the police for criminal investigation);
  - 14.4 you act fraudulently (in which case the matter may also be referred to the police for criminal investigation) or negligently in carrying out the Project;
  - 14.5 the HLF requests that the Grant be repaid or suspends any Grant payments to you;
  - 14.6 the Property is sold or ownership transferred or if a chargee has taken possession; and
  - 14.7 the necessary statutory permissions eg planning permission are not obtained.
15. You must keep all your records for inspection by the THS Partnership of the Project for the period of this Agreement and provide the THS Partnership with such financial and other information, and such access to the Property, as it may require to monitor the conduct, progress and proper completion of the Project.
  16. You must publicly acknowledge the Grant by displaying any sign provided for the purpose while the Project is in progress and for ten years after the date of this Agreement.
  17. While the Project is in progress, you must maintain adequate insurance cover on the Property during the execution of the Eligible Works for any loss or damage arising as a consequence of the Project being or having been undertaken and to cover full reinstatement value. The proceeds of any claims must be applied towards the cost of the reinstatement of the Eligible Works and the Property, the rectification of any loss or damage caused to the Property and the replacement of any goods or materials damaged, as necessary. Theft from the Property must be made good ~~if~~, in the opinion of the THS Partnership, such reinstatement, rectification 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 sums received by you from the THS Partnership. In the event that the insurance company does not meet the payments the Property must be made good by you in any event following loss, damage or theft.
  18. Following completion of the Eligible Works, you must insure the Property to cover loss, damage and theft; and maintain the Property in a manner consistent with the then character, appearance and amenity of the area. Loss, damage or theft must be made good whether the insurance company meets payments or not.
  19. Before expiry of the terms of the Grant if you decide to sell, lease for more than 10 years or otherwise transfer ownership ~~of your entire~~ interest in all the Property the Grant must be repaid and repayment is calculated as follows:-

0-6 year of the date of this Agreement up to 100 % reclaimed  
 6-7 year of the date of this Agreement up to 80% reclaimed  
 7-8 year of the date of this Agreement up to 60% reclaimed  
 8-9 year of the date of this Agreement up to 40 % reclaimed  
 9-10 year of the date of this Agreement up to 20 % reclaimed

Payment must be made as soon as possible and no later than two months from the date of sale or transfer.

20. The THS Partnership may at any time assign or transfer the benefit or burden of this agreement to HLF and allow it to conduct for its own benefit any proceedings against you for breach of this agreement.
21. The THS Partnership reserves the right to suspend or stop payment of the Grant if the HLF is unable to continue funding due to the National Lottery ceasing to operate or insufficient funds being made available to it.
22. The THS Partnership reserves the right to cancel the grant offer and recover from you the amount of any loss resulting from such cancellation if [one or more than one of the following apply](#):-
  - 22.1 you offer, give, or agree to give any gift, consideration or inducement of any kind to any person to influence the obtaining of any Grant money;
  - 22.2 you employ or engage any person who has offered, given or agreed to give any gift, consideration or inducement as is defined in (a) above whether or not such action is known to you; and
  - 22.3 you or any person employed by you or acting on your behalf shall have committed an offence of corruption.
23. It is the sole responsibility of you to ensure that all terms and conditions of this Agreement and the Grant offer are satisfied, and you must inform any contractor and/or professional adviser of the conditions regarding the required standard of Works and the need for Grant eligible costs to be identified separately and you must keep the THS Partnership informed of progress or lack of progress.
24. Following completion you must maintain the Property in good repair and condition and in a manner consistent with the character and appearance of the Conservation Area.
25. In the event that the carrying out of internal works to the Property to bring vacant floor space back into use and which form a part of the Scheme Plan agreed by the HLF [are carried out](#), you will be required to comply with clauses 4 and 6 i and ii, except in respect of those provisions requiring professional supervision of the works, and to provide such details of expenditure as necessary to demonstrate to the HLF compliance with the Scheme Plan.

**FOOTNOTE** The allocation of your funding is set carefully in order to comply with European Union State Aid Rules. You will not be eligible for grant funding if you have received other grant funding in the excess of £200,000 over the last 3 years.

## Signature(s)

The Grantee **must** sign this agreement. If the **Grantee** is two or more individuals (e.g. if the property is jointly owned) **all** must sign this agreement. If the **Grantee** is an organisation, **an authorised member** of that organisation **must** sign this agreement and give the name of his/her post in the organisation.

### Statement

I / We have read the terms and conditions of the grant and agree to be bound by them. I / We acknowledge that if I / we breach the terms and conditions of the grant, the grant will become repayable, and any future payments stopped.

Name(s)	Signature(s)	Date
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(1).....

(2).....

(3).....

(4).....

Post held of authorised member of organisation (if applicable):

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**For and on behalf of Wolverhampton City Council (THS Partnership)**

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