



ACADEMY STREET

- INVERNESS -

*Townscape Heritage Project*

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## HERITAGE GRANT SCHEME GRANT OFFER STANDARD CONDITIONS

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THE ACADEMY STREET (TH) PROJECT IS JOINT FUNDED



1. Unless otherwise agreed in writing by the TH Partnership Team no grant will be paid for any work carried out prior to acceptance of the offer of grant made by the TH Partnership Group.
2. Before commencing any works, the applicant, being the proprietor of the subjects in respect of which the grant to complete the works is being made, shall obtain any necessary statutory consents, including, where appropriate, that of the planning, roads, or buildings authorities, and the consent of any other person or body with an interest in the project or the site of the project.
3. No grant will be payable by the TH Partnership in respect of any costs additional to the estimated costs of the project as stated in the offer, unless the approval of the TH Partnership Group has been secured in advance to an increase in grant.
4. If the final costs of the project are lower than the estimates, the TH Partnership will normally seek to recover the unspent portion of its contribution.
5. The TH Partnership will seek verification of the spend in the form of receipted invoices or equivalent evidence for that transaction.
6. The offer of grant is made on the understanding that, in the course of making applications, the applicant will have disclosed to the TH Partnership any financial contributions received or expected for the same purpose from any other body financed from public funds. In so far as any such contributions may have not been disclosed, the TH Partnership may vary or cancel its offer to take account of them.
7. Unless otherwise agreed in writing by the TH Partnership the project shall conform to the plans of the specifications or other particulars submitted to the TH Partnership as specified in the grant offer. The TH Partnership will normally inspect the project to satisfy itself that it has been fully completed.
8. The applicant shall be responsible for insuring and maintaining any works which are the product of this grant scheme, for the period specified in the grant offer. The applicant shall be responsible for restoring or replacing any facilities which may be damaged or lost through fire, theft, accident, storm, flood or tempest, or through malicious damage, unless the TH Partnership specifically agrees otherwise.
9. The completion and ongoing insurance and maintenance of the project is entirely the applicant's responsibility. Neither the TH Partnership nor any of its officers shall have any liability in respect of the project.

10. In the event of a disposal (as defined in condition 11.2 hereof) of any works which are the product of this grant scheme, or the land on which they are situated, during the period of this grant offer, the grant shall be immediately repayable to the TH Partnership all in accordance with condition 11 hereof. Repayment of the grant may not be required if the applicant is able to secure the transfer of the liability to maintain the project to the subsequent owner, in terms acceptable to the TH Partnership.

11. The applicant agrees that the TH Partnership is entitled:-

11.1 To recover the grant or such amount of the grant as the TH Partnership sees fit at any time if the applicant fails to comply with, or contravenes the terms of, the offer of grant;

11.2 To recover the proportion of the grant made or such amount of such proportion of the grant as the TH Partnership thinks fit at any time during the period of ten years, commencing on the date of the applicant's acceptance of the offer of grant, if the applicant disposes of (whether by way of sale, exchange, lease for a term of more than 20 years, assignation or gift other than by testamentary writing and the term disposed shall be construed accordingly) its interest in the subjects.

The applicant agrees that on the occurrence of such event, as above mentioned at condition 11.2, the TH Partnership shall be entitled to recover the grant or such amount of the grant as the TH Partnership sees fit from the applicant declaring that the amount of the grant to be recovered will be calculated as follows:-

0-6 years up to 100% of the original grant

6-7 years up to 80% of the original grant

7-8 years up to 60% of the original grant

8-9 years up to 40% of the original grant

9-10 years up to 20% of the original grant

12.1 Without prejudice to the TH Partnership's right to recover all or part of the grant the applicant shall repay to the TH Partnership, all of or such part of the grant as may be required by the TH Partnership, immediately following upon one or more of the following events:-

12.1.1 The applicant is sequestrated, becomes apparently insolvent or enters into a Trust Deed on behalf of its creditors or being a company the applicant goes into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purposes of amalgamation or reconstruction) or appoints a receiver or has a receiver appointed or has an administration order made;

12.1.2 The applicant where it is a company but not a public company, changes its control (as defined by Section 416 of the Income and Corporation Taxes Act 1988) including any single person or group of persons acting in concert (as defined by the City Code on Takeovers and Mergers);

12.1.3 The applicant, in the opinion of the TH Partnership completed the application for grant fraudulently, incorrectly or misleadingly in any material particular;

12.1.4 The applicant, in the TH Partnership's opinion (acting reasonably), acted fraudulently or negligently in carrying out the works in respect of which the grant was made.

12.2 Repayment of the grant in terms of Condition 12.1 may not be required if any default is capable of being, and is, rectified within whatever period the TH Partnership prescribes.

12.3 The events specified in Conditions 11 and 12.1 shall, in addition to and without prejudice to the circumstances specified in the 1970 Act and Schedule 3 thereof, be deemed to be circumstances in which the applicant is in default entitling the TH Partnership to exercise their remedies as heritable creditor in terms of the 1970 Act.

- 12.4 A certificate by the TH Partnership as to the amount of the grant due to be repaid shall in the absence of manifest error be conclusive evidence in any legal proceedings of the sum to be repaid by the applicant to the TH Partnership.
- 13.1 The subjects shall be maintained in a manner consistent with the character, appearance and amenity of the area and the subjects shall be repaired and maintained so as to keep the subjects in good repair and condition to the reasonable satisfaction of the TH Partnership who in determining the standard of repair and maintenance to be undertaken shall have regard to the historic and architectural importance of the subjects as part of the nation's heritage.
- 13.2 On completion of the works in respect of which the offer of grant is made, the fabric of the building on or forming the subjects will be inspected at 5 yearly intervals by an independent registered architect or qualified buildings surveyor approved by the TH Partnership acting reasonably and a copy of the inspection report will be submitted to the TH Partnership within 15 Working Days of the date of each inspection, the cost to be borne by the applicant.
- 13.3 The subjects or part thereof shall not be altered, extended or demolished without the prior written approval of the TH Partnership.
- 13.4 The TH Partnership or their representatives shall on giving at least 48 hours notice (save in the case of emergency when no notice will be required) be allowed access to the subjects for the purpose of inspection of the state of repair and condition of the subjects.
14. The grant contribution by the TH Partnership towards this scheme should be acknowledged in all publicity surrounding the scheme or any reports compiled in connection with the scheme.

