



Argyll and Bute Council
Eaglesham House
Mountpleasant Road
Rothesay
Isle of Bute
PA20 9HQ

Grants Team
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EH9 1SH

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F.A.O. Lorna Pierce
Conservation Area Regeneration Scheme – (Dunoon)

6th of April 2017

Dear Sirs

CONSERVATION AREA REGENERATION SCHEME (CARS) ROUND 7: DUNOON HISTORIC ENVIRONMENT SCOTLAND ACT 2014

For and on behalf of Historic Environment Scotland ("HES"), a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("HES"), I hereby offer to make to you, the **Local Authority**, a grant under Section 11 of the Historic Environment Scotland Act 2014 for the purpose of defraying in part the expenditure incurred by the Local Authority and/or the **Grantee** in the promotion, preservation and enhancement of the character and appearance of properties in the **Designated Area** and that on the following terms and conditions:-

1. DEFINITIONS AND INTERPRETATION

A list of defined terms and rules of interpretation for this **Offer** is contained in Clause 9. Where defined terms have been used throughout this **Offer**, they have been highlighted in bold.

2. THE GRANT

- 2.1 The **Grant** to be made by **HES** shall cover the period from **1st April 2017 to 31st March 2022**.
- 2.2 The **Local Authority** agrees to set aside and apply the sums, as set out in the **Application** and as subsequently agreed with HES, for use in the Scheme.
- 2.3 Payment of the **Grant** (or any instalment of it) is suspensively conditional and dependent upon the following conditions being complied with:-
 - 2.3.1 the **Local Authority** completing and submitting to **HES** by each **Quarterly Date** (i) the **Quarterly Reports**; (ii) the **Updated Outcomes Plan** and (iii) the **Updated Approved Schedule**;
 - 2.3.2 the **Local Authority** complying with the terms of this **Agreement** including its obligation to meet the **Milestones** by the dates specified; and
 - 2.3.3 **HES** receiving all documentation referred to in Clause 3.2.



- 2.4 Subject to the provisions of Clause 2.8, instalments of the **Grant** will be paid quarterly and within 14 days of receipt by **HES** of the **Quarterly Report**; (ii) the **Updated Outcomes Plan** and the **Updated Approved Schedule** in terms satisfactory to **HES**.
- 2.5 If **HES** has consented to any **Local Authority Notification** in accordance with the provisions of Clause 3.3, **HES** shall release sums relative to those **Properties** in accordance with Clause 2.4 and the **Local Authority Terms and Conditions**.
- 2.6 In the event that any under- or over- payment of **Grant** occurs, this shall be corrected and accounted for in the **Quarterly Report** for the quarter next following.
- 2.7 The **Local Authority** will prepare and submit to **HES** on each **Quarterly Date** the **Updated Outcomes Plan**. Every fourth **Updated Outcomes Plan** to be submitted by the **Local Authority**, starting with the first one, will require to be discussed with and approved by **HES**. Each **Updated Outcomes Plan** is to be reviewed and updated on an ongoing basis in order to reflect progress made against the anticipated or planned outcomes of the **Programme** since the previous **Updated Outcomes Plan**.
- 2.8 The **Regeneration Outputs Report** incorporating a final report on Outcomes must be completed by the **Local Authority** and submitted to **HES** within three months of the end of the **Works**, both in terms entirely satisfactory to **HES**. If **HES** is not satisfied with the **Regeneration Outputs Report**, then **HES** shall be entitled to inspect the **Properties** in order to check compliance with the **Scheme** and achievement of the **Programme** outputs. If **HES** considers, following its inspection, that the terms of this **Agreement**, the **Grantee Contracts** and/or the **Local Authority Terms and Conditions** have been breached resulting in a prejudicial effect on the **Scheme** or the **Programme** outcomes, **HES** will be entitled to recover all or such proportion of the **Grant** as it thinks fit.
- 2.9 Each instalment of **Grant** will be paid net of a 10% retention sum, payment of which will be suspensive on the following occurrences:-
- 2.9.1 all **Works** being completed in accordance with the **Grantee Contracts** and/or the **Local Authority Terms and Conditions** (as appropriate);
- 2.9.2 copies of the **Final Accounts** from the **Grantees** being received by the **Local Authority** under any **Grantee Contracts** by the **Final Account Deadline** and notified to **HES** within one month thereafter;
- 2.9.3 the **Local Authority** having submitted the **Final Accounts** to **HES** by the **Final Account Deadline** for any **Works** covered by the **Local Authority Terms and Conditions**;
- 2.9.4 the **Regeneration Outputs Report** incorporating the final outcomes report being accepted by **HES** in accordance with the terms of Clause 2.7; and
- 2.9.5 the accountant's report, the audited annual accounts and the annual report, detailed in Clauses 5.1, 5.2 and 5.3 respectively, being received by **HES** all in accordance with the provisions of Clauses 5.1, 5.2 and 5.3.
- 2.10 In the event that the provisions of Clause 2.8 shall not have been complied with by the dates specified therein, the retention sum (or such part of it as is deemed appropriate by **HES**) shall be forfeited and the **Grant** shall be reduced accordingly.
- 2.11 In no event shall **HES** be obliged to release monies in excess of the **Grant**.



- 2.12 It shall be a material condition of this **Agreement** that the **Local Authority** shall meet the **Milestones** by the dates specified and comply with the **Special Conditions**. In the event that the **Local Authority** fails to meet any of the **Milestones** or fails to comply with any of the

Special Conditions, **HES** shall be entitled to resile from the **Agreement** or vary the **Grant** and the terms of the **Agreement**, as **HES** deems appropriate.

- 2.13 The suspensive conditions contained in Clauses 2.3 and 2.8 are conceived solely for the benefit of **HES** who shall be entitled to waive the whole or any part of them at any time.

3. APPROVED DOCUMENTS AND PROCEDURES

- 3.1 The **Local Authority** shall prepare and adopt policies and procedures which shall include, but are not limited to, the policies and procedures set out in **Part 9** of the **Schedule**, subject to obtaining the prior written consent of **HES**, which consent shall not be unreasonably withheld provided any additional policy or procedure shall not conflict with any of the said policies and procedures set out in **Part 9** of the **Schedule**.
- 3.2 Where any part of the **Grant** is to be paid to any **Grantee**, the **Local Authority** shall enter into a **Grantee Contract** with each **Grantee** and following conclusion of each **Grantee Contract** deliver the following documentation to **HES**:-
- 3.2.1 a copy of the **Grantee Contract**;
- 3.2.2 where the **Grantee** receives a grant which exceeds Twenty Five Thousand Pounds (£25,000) Sterling, (i) copies of all documentation received by the **Local Authority** under Clauses 11.1, 11.2 or 11.3 of the **Draft Grantee Contract**; and (ii) the **Standard Security and Conservation Burden** referred to in the **Draft Grantee Contract**, both having first been recorded in the appropriate Division of the General Register of Sasines or having been registered against the relevant title number in the Land Register of Scotland, as is appropriate in the circumstances.
- 3.3 Where the **Local Authority** intends to use any part of the **Grant** in relation to **Properties** owned or leased by the **Local Authority**, it shall be necessary to first submit the **Local Authority Notification** to **HES** and to obtain its prior written consent to the works intended to be carried out to the **Properties** owned or leased by the **Local Authority**, which consent can be given or withheld in the absolute discretion of **HES**. In the event that **HES** grants such consent the **Local Authority** will, as and from the date of consent by **HES**, be bound by the **Local Authority Terms and Conditions**. If the **Local Authority** fails to submit the **Local Authority Notification** or **HES** refuses to give its consent thereto, but the **Local Authority** has nevertheless used **Grant** sums to carry out works to property which is owned or leased by them, **HES** shall be entitled to reduce the amount of the **Grant** by an equivalent amount.
- 3.4 Where **Works** are being carried out under **Grantee Contracts**, the **Local Authority** shall ensure that the terms of the **Grantee Contracts**, insofar as enforceable by the **Local Authority** thereunder, are enforced in a proper and diligent manner as if **HES** had made the grant to the **Grantee** under its other schemes.
- 3.5 The **Local Authority** shall comply with any reasonable direction given by **HES** in connection with the monitoring of information related to the outcomes of the **Programme** or the exercise of enforcement rights under the **Grantee Contracts**.
- 3.6 The **Local Authority** shall comply with **HES**'s arrangements to oversee the Scheme by appropriately experienced professionals/staff and, notwithstanding the foregoing generality, where **Works** are being carried out to **Properties** which are categorised as Grade A Listed



under the Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997 or its predecessor legislation, **HES** shall be entitled to inspect the **Works** at such intervals as **HES** deems appropriate.

4. CLAWBACK

- 4.1 Any sums recovered by the **Local Authority** on behalf of **HES** under any **Grantee Contract** shall be paid, within 28 days of receipt, to **HES**, under deduction of 10% representing an administrative charge, which shall be retained by the **Local Authority**. In the event that payment is not made by the **Local Authority** in terms of this Clause 4.1 within 28 days of receipt, the **Local Authority** shall (in addition) pay to **HES Interest** on the outstanding sum from the date when it falls due until payment is actually made.
- 4.2 Where the **Works** undertaken by **Grantees** and/or the **Local Authority** (as appropriate) do not fall within the definition of **Eligible Works**, as that phrase is defined in Part 9 of the **Schedule**, **HES** reserves the right to recover from the **Local Authority** a sum equivalent to the whole or any part of the **Grant**. In the event that payment of such sum is not made within 28 days of demand the **Local Authority** will be obliged to pay (in addition to the principal amount of such sum) **Interest** on such sum from the date of demand until payment is actually made.

5. AUDITING PROCEDURES

- 5.1 The **Local Authority** shall arrange for an accountant's report to be prepared and submitted to **HES**, within three months of the end of each **Financial Year**, to certify to **HES** (on terms which **HES** can place reliance upon) that:
- 5.1.1 the amount of **Grant** claimed by the **Local Authority** in any one **Financial Year** is accurate;
 - 5.1.2 the **Local Authority** has followed the **Scheme**, the **Approved Schedule** (as updated quarterly by the **Updated Approved Schedules**) and the policies and procedures set out in **Part 9** of the **Schedule**, in making the grant awards to **Grantees** and in submitting any **Local Authority Notifications**;
 - 5.1.3 the amount of money recovered by the **Local Authority** from **Grantees** under the **Grantee Contracts** in terms of Clause 4 hereof;
 - 5.1.4 the **Grantee Contracts** entered into in any one **Financial Year** and confirmation that these were substantially in the form required hereunder having regard to the level of grant in question; and
 - 5.1.5 the amount of **Grant** used by the **Local Authority** in relation to property owned or leased by the **Local Authority** in any one **Financial Year**.
- 5.2 The **Local Authority** must produce to **HES** audited annual accounts covering the **Scheme** by 30 September in each **Financial Year**.
- 5.3 The **Local Authority** must produce to **HES** an annual report on its grant distribution activities under the **Scheme** which will include summarised financial accounts by 30 September in each **Financial Year**.
- 5.4 The **Local Authority** must have effective written internal audit arrangements which are in form and substance satisfactory to **HES** and deal with the following:
- 5.4.1 acceptance of applications;
 - 5.4.2 bank account signatory limits;



5.4.3 the limits to which the **Local Authority's** staff are able to make offers to **Grantees** on behalf of the **Local Authority**; and

5.4.4 the limits to which **Local Authority's** staff are able to issue **Local Authority Notifications**.

5.5 The **Local Authority** must have effective systems to prevent, detect and deal with fraud, which systems shall be in form and substance satisfactory to **HES**.

5.6 This **Offer** will not be capable of assignation by the **Local Authority**.

6. ACKNOWLEDGEMENT OF GRANT

6.1 The **Local Authority** shall acknowledge the financial assistance of **HES** in publications and all relevant publicity, on such terms as **HES** may from time to time require.

6.2 All **Properties** shall display a board, in a size and form to be agreed by **HES**, publicising the assistance given by **HES**.

7. GRANT RECOVERY

7.1 **HES** hereby notifies the **Local Authority** that the **Grant** is being made under Section 11 of the Historic Environment Scotland Act 2014 and **HES** is entitled to recover the **Grant** or such proportion of it as it thinks fit (but, subject and without prejudice to the terms of Clause 4.2) in no event shall the amount recovered exceed the amount of the grant actually paid to the **Local Authority** from the **Local Authority**, if at any time any condition of this **Agreement** is contravened or not complied with.

7.2 Any repayment of the **Grant** will incur **Interest** from the date of demand until payment is received by **HES**.

7.3 A certificate by **HES** as to the amount of the **Grant** due to be repaid will, in the absence of manifest error, be conclusive evidence of the sum to be repaid.

8. STATE AID

The parties acknowledge that the **Grant** is being made available to the **Local Authority** under the provisions of Historic Scotland Culture and Heritage Infrastructure Scheme 2014-2020 SA.41194.

9. DEFINITIONS AND INTERPRETATION

9.1 Definitions

In this **Offer** the following terms shall have the meanings ascribed to them as follows:-

"**Agreement**" means this **Offer** and any other formal letters following on from this **Offer** comprising a concluded contract between **HES** and the **Local Authority**;

"**Application**" means the **Local Authority's** application for a grant under the **Programme** dated **22nd November 2016**;

"**Approved Schedule**" means the proposed timetable for spend and grant drawdown linked to anticipated progress on **Priority Projects** and contained within **Part 1** of the **Schedule**;



"**Designated Area**" means the Conservation Area or Areas (as designated by the **Local Authority** or Scottish under Section 61 of the Planning (Listed Building and Conservation Areas) (Scotland) Act 1997 all as amended or re-enacted from time to time) or part thereof, all as delineated in red on the attached plan which forms **Part 2** of the **Schedule**;

"**Draft Grantee Contract**" means the draft contract which forms **Part 3A** of the **Schedule**, as may be amended by **HES** or the **Local Authority** (having first obtained the consent of **HES**) from time to time, acting reasonably;

"**Environmental Assessment**" means any environmental assessment relevant to the **Scheme** and the **Properties** including without prejudice to the foregoing generality any assessments in terms of the Environmental Impact Assessment (Scotland) Regulations 1999; the Environmental Impact Assessment (Water Management) (Scotland) Regulations 2003 and the Environmental Assessment (Scotland) Act 2005 and all relevant codes of practice, regulations, amendments, statutory instruments and present and future legislation and others in substitution therefor;

"**Final Accounts**" has the meaning ascribed to it in the **Draft Grantee Contract** or the **Local Authority Terms and Conditions**, as appropriate in the circumstances;

"**Final Account Deadline**" has the meaning ascribed to it in the **Grantee Contracts** and any **Local Authority Notifications**;

"**Financial Year**" means each year starting 1 April and ending on 31 March of the next calendar year;

"**Grant**" means the sum of **One Million, Two Thousand, Three Hundred and Forty Eight Pounds Sterling (£1,002,348)**;

"**Grantee**" means individuals, companies, or organisations that make applications to the **Local Authority** for grant aid in order to carry out **Works** and whose applications are granted by the **Local Authority**;

"**Grantee Contract**" means (i) where a **Grantee** is being awarded more than Twenty Five Thousand Pounds (£25,000) Sterling, the contract, substantially in the form of the **Draft Grantee Contract** with the relevant information being duly completed; or (ii) where a **Grantee** is being awarded less than Twenty Five Thousand Pounds (£25,000) Sterling such form of contract as the **Local Authority** deems appropriate, provided that the style of such contract has first been approved by **HES** in writing and which must include the provisions of Clause 19 of the **Draft Grantee Contract**, in each case entered into between the **Local Authority** and the **Grantee** to ensure that the terms and purpose of the **Grant** are protected;

"**Interest**" means four per cent per annum above the base lending rate of The Royal Bank of Scotland PLC from time to time;

"**Legal Requirement**" means any requirement in respect of or affecting the Property or its use under all European Community regulations and directives, common law, statute, statutory provision (including any subordinate legislation), instrument, rule or regulation under or in pursuance of any Act of Parliament, by-law, regulation, public or local policy or order made by, or any requirement of any competent statutory, public or local authority or the decision of any court of competent jurisdiction;

"**Local Authority**" means '**Argyll and Bute Council**' constituted under the Local Government etc (Scotland) Act 1994, having its principal office at **Eaglesham House, Mountpleasant Road, Rothesay, Isle of Bute, PA20 9HQ**



"**Local Authority Notification**" means the notification letter in the style of the draft notification letter forming Part 4 of the Schedule;

"**Local Authority Terms and Conditions**" means the terms and conditions forming Part 3B of the Schedule;

"**Milestones**" means the dates and objectives agreed between the **Local Authority** and **HES** as representing deadlines on progress relative to the Scheme and financial commitments as follows:-

Date	Agreed Progress
By 31 March 2018	A dedicated project officer must be in post to administer the scheme for its duration.
By 31 March 2019	Drawdown of no less than 25% of HES CARS grant (£250,587) against approved project expenditure.
By 31 March 2022	All HES CARS grant aided Works to be completed and signed off.
By 30 June 2022	To submit the completed and signed Regeneration Outputs Report and final outcomes report as per Section 2.8 of this offer and financial information as per Section 5 of this offer.

"**Offer**" means this offer including the **Schedule**;

"**Priority Projects**" means works to be carried out to the **Properties**, or part thereof, which have been identified by the **Local Authority** and approved by **HES** as representing principal targets for the delivery of the **Scheme**, and which are set out in **Part 7** of the **Schedule**;

"**Programme**" means the Conservation Area Regeneration Scheme under Section 11 of the Historic Environment Scotland Act 2014;

"**Properties**" means all buildings and associated projects, or part or parts thereof, within the **Designated Area**, whether detailed in the **Scheme** or otherwise, and which have been allocated part of the **Grant** in order to carry out the **Works**, the owners of which are the **Grantees** and/or the **Local Authority** and which properties shall be more particularly described or referred to in the **Grantee Contracts** and/or the **Local Authority Notifications**, as appropriate;

"**Quarterly Date**" means each of 30 June, 30 September, 31 December and 31 March in each **Financial Year** until the date of submission of the **Regeneration Outputs Report**;

"**Quarterly Reports**" means the report in the form of the draft quarterly report forming **Part 5** of the **Schedule** (as varied by **HES** from time to time);

"**Regeneration Outputs Report**" means a report detailing the progress of the **Scheme** against the regeneration outputs of the **Programme** in the form of the draft **Regeneration Outputs Report** which forms **Part 6** of the **Schedule** (as may be varied by **HES** from time to time);

"**Schedule**" means the schedule of **9 Parts** annexed and executed as relative hereto;



"**Scheme**" means (i) physical projects, (ii) administration and (iii) eligible proposals relating to education, access and training programmes, all as contained in the **Local Authority's Application** and amended by supplementary information provided and agreed in writing by HES;

"**Special Conditions**" means the special conditions applicable to the **Scheme** and which are more particularly set out in **Part 8** of the **Schedule**;

"**Updated Approved Schedule**" means the **Approved Schedule** updated on a quarterly basis to reflect the up to date position in respect of the allocation of the **Grant** and projected spend under the **Scheme**; and

"**Updated Outcomes Plan**" means a plan detailing the progress of the **Scheme** against the outputs of the **Programme** in the form of the draft **Updated Outcomes Report** which forms **Part 10** of the **Schedule** (as may be varied by HES from time to time)

"**Works**" means the works forming part of the **Scheme**, to be carried out to the **Properties** by the **Grantees** and/or the **Local Authority**, as the case may be, and which shall be set out in full or referred to in the **Grantee Contracts** and/or the **Local Authority Notifications**, as is appropriate in the circumstances.

9.2 Interpretation

Save to the extent that the context or the express provisions of this **Offer** otherwise requires, in this **Offer**:-

- 9.2.1 words importing any gender shall include all other genders;
- 9.2.2 words importing the singular number only shall include the plural and vice versa;
- 9.2.3 obligations contained in this **Offer** undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;
- 9.2.4 words importing individuals include corporations and vice versa;
- 9.2.5 references to the **Offer** or to any other document shall be construed as reference to the **Offer** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 9.2.6 any reference to a clause, **Schedule** or Part of the **Schedule** is to the relevant clause, **Schedule** or Part of the **Schedule** of or to the **Offer**;
- 9.2.7 reference to any statute or statutory provision (including any subordinate legislation) or any Legal Requirement includes any provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 9.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.



10. TIME LIMIT FOR ACCEPTANCE

This Offer shall be open for acceptance in writing within three months after the date hereof and failing acceptance on or before that date shall thereafter be deemed to have been withdrawn.

11. SIGNATORIES

<i>Thomas Knowles</i>	Signed	<i>Michael George Easson</i>	Witness
<i>THOMAS KNOWLES</i>	Full Name	<i>MICHAEL GEORGE EASSON</i>	Full Name
<i>HEAD OF GRANTS</i>	Designation	<i>LONGMORE HOUSE</i>	Address
<i>LONGMORE HOUSE</i>	Address	<i>SALISBURY PLACE</i>	
<i>SALISBURY PLACE ED9 1SH</i>		<i>EDINBURGH, ED9 1SH</i>	

Dated ... *12 Apr* ... 2017

I, _____ authorised signatory of **Argyll and Bute Council** hereby, for and on behalf of **Argyll and Bute Council**, accept the terms and conditions contained in the foregoing offer of grant by **HES** dated 6th of April 2017

.....	Signed	.....	Witness
.....	Full Name	.....	Full Name
.....	Designation	.....	Address
.....	Address	.....
.....		

Dated.....



HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA



HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA

**THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING OFFER BY HISTORIC
ENVIRONMENT SCOTLAND TO ARGYLL AND BUTE COUNCIL**

**SCHEDULE
PART 1**

APPROVED SCHEDULE



HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA

**SPEND PROFILE FOR CARS:
LOCAL AUTHORITY AREA:**

**DUNNOON
ARGYLL AND BUTE**

Date

30/03/2017

CARS Grant Award:

£ 1,002,348

		CARS PROJECTED SPEND									
	Project/Address	Total Project Cost	CARS Grant	CARS %	2017-18	2018-19	2019-20	2020-21	2021-22	TOTAL	
1	Priority Project: 165-171 Argyll Street (Georgian Tenement)	£ 290,000	£ 188,500	19%			£47,125	£141,375		£188,500	
2	Priority Project: 65-67 Argyll Street (John Kennedy Pharmacy)	£ 225,027	£ 146,267	15%			£73,134	£73,133		£146,267	
3	Priority Project: 2-4 Ferry Brae (Bookpoint)	£ 422,659	£ 274,728	27%			£274,728			£274,728	
4	Priority Project: 81-87 Argyll Street (Craigern)	£ 392,974	£ 235,785	24%				£176,838	£58,946	£235,784	
5	Small Grants Scheme	£ 173,735	£ 16,030	2%		£4,007	£4,007	£4,008	£4,008	£16,030	
6	Shopfronts	£ 129,888	£ 90,921	9%		£27,276	£63,645			£90,921	
7	Training	£ 50,117	£ 50,117	5%	£15,000	£15,000	£5,000	£5,000	£10,117	£50,117	
8	Education and Awareness	£ 20,200	£ -	0%						£0	
9	Administration	£ 184,730	£ -	0%						£0	
TOTAL		£1,889,330	£1,002,348	100%	£15,000	£46,283	£467,639	£400,354	£73,071	£1,002,347	



HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA

PLAN

**SCHEDULE
PART 2**




HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA



DUNOON DÙN OBHAINN

Legend

 Dunoon Conservation Area

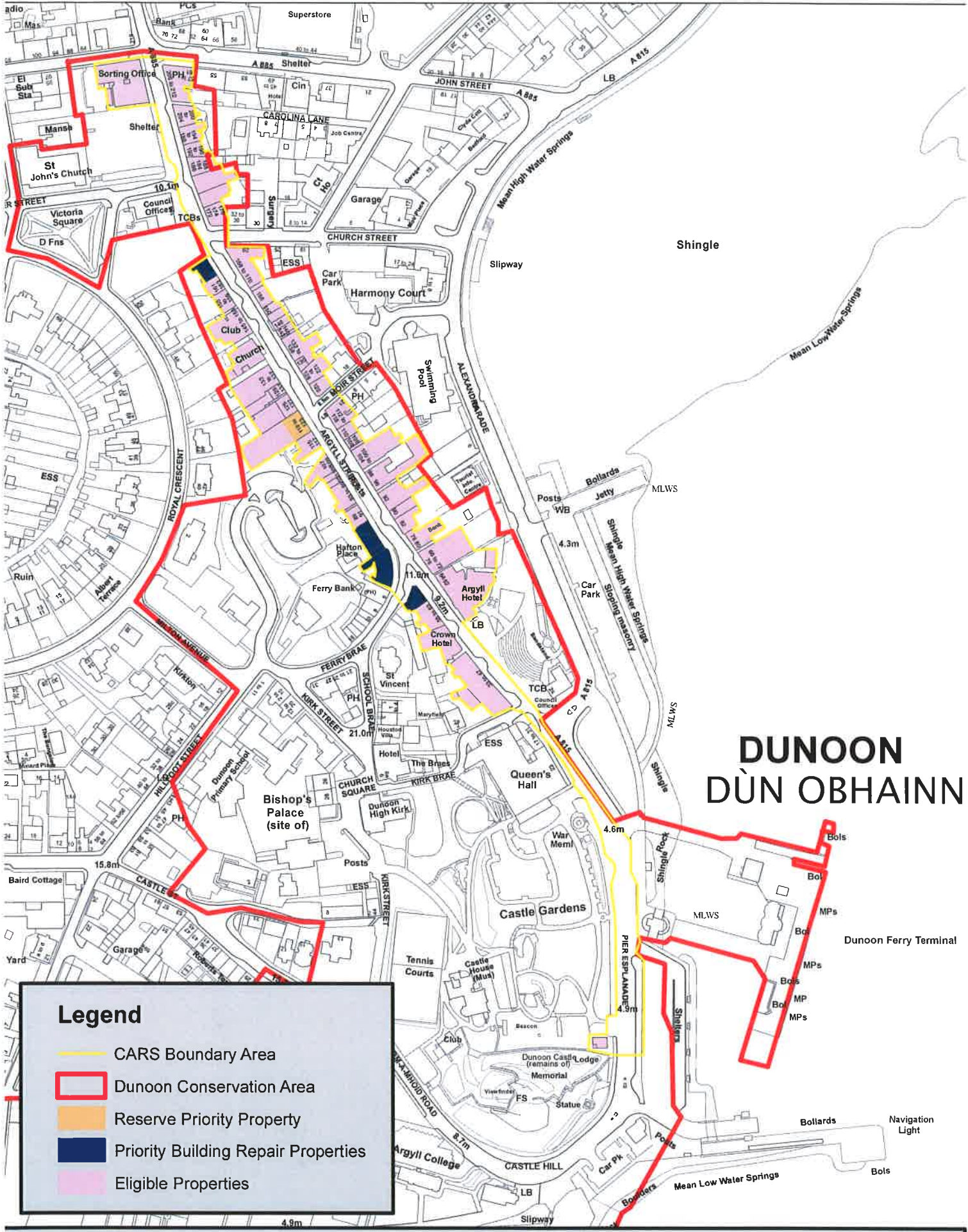


Dunoon

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April 2017



Dunoon

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April 2017



DRAFT GRANTEE CONTRACT

[TO BE TYPED ON LOCAL AUTHORITY'S HEADED
NOTEPAPER]

«Recipient»
«Recipient Address1»
«Recipient Address2»
«Recipient Address3»
«Recipient Address4»
«Recipient Address5»
«Recipient Address6»
«Recipient Address7»

Dear «Salutation»

DUNOON CONSERVATION AREA REGENERATION SCHEME

On behalf of the **Local Authority**, we hereby offer to make to the **Grantee** a grant but that subject to the following terms and conditions:-

1 Definitions and Interpretations

A list of defined terms and rules of interpretation for this **Offer** is contained in Clauses 34 and 35. Where defined terms have been used throughout this **Offer**, they have been highlighted in bold.

2 The Grant

- 2.1 The **Grant** must be used solely for the purpose of carrying out the **Scheme Works** [and in the provision of the **Property** for the **End Use**];
- 2.2 The **Scheme Works** are to be funded in accordance with the **Scheme Funding**. If there is a variation to the **Scheme Funding**, the **Grantee** will notify the **Local Authority** of the nature and extent of the variation within 7 days of receiving confirmation of the variation from the relevant party and the **Local Authority** will be entitled to reduce the amount of the **Grant**, as it considers appropriate, up to a maximum of the amount of the variation (the "**Revised Grant**").
- 2.3 If there is a change to the **Scheme Funding**, and the amount of **Grant** already released in accordance with Clause 8 exceeds the amount of the **Revised Grant**, the **Grantee** will repay to the **Local Authority**, within 21 days of demand, any amount released to the **Grantee** in excess of the **Revised Grant**.
- 2.4 If there is a material change to the **Scheme Funding** the **Local Authority** will be entitled to terminate the **Grant Contract** at its discretion.



3 Preconditions

- 3.1 This **Offer**, or, as the case may be, the **Grant Contract** is suspensively conditional upon the **Grantee** exhibiting to the **Local Authority** in terms satisfactory to the Local Authority:
- 3.1.1 copies of all building warrants, roads authority, planning and listed building consents and all other consents and approvals required by the **Local Authority**, including the consent of any person with an interest in the **Property**, in connection with the **Scheme Works**;
- 3.1.2 a **Costed Profile** of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow in terms satisfactory to the **Local Authority** acting reasonably; and
- 3.1.3 evidence satisfactory to the **Local Authority** acting reasonably that the **Grantee** has sufficient finance set aside and available (taking into account the **Grant**) to enable the **Grantee** to complete the **Scheme Works**;

[ENTER ANY OTHER PRE-CONDITIONS REQUIRED BY THE LOCAL AUTHORITY FOR RELEASE OF GRANT FUNDS]

- 3.2 The obligations on the **Local Authority** under the **Grant Contract** (including, for the avoidance of doubt, the obligation to pay the **Grant**) shall not come into effect until the **Local Authority** has notified the **Grantee** that the **Local Authority** has received all of the above Documents.
- 3.3 If the preconditions contained in Clause 3.1 are not purified within one month of the date of this **Offer** the **Local Authority** will be entitled to withdraw this **Offer** or, as the case may be, terminate the **Grant Contract**, by notice to this effect.
- 3.4 The **Grantee** will not commence the **Scheme Works** until the **Local Authority** gives its permission in writing, failing which the **Local Authority** shall be entitled to terminate the **Grant Contract**.

4 Scheme Works

- 4.1 In carrying out the **Scheme Works**, the **Grantee** must:
- 4.1.1 appoint the **Professional Advisor** and retain his services until the **Scheme Works** have been completed in accordance with Clause 6;
- 4.1.2 procure that the **Scheme Works** are completed (i) in a good and workmanlike manner; (ii) using only good quality materials having regard to the historic fabric of the **Property**; (iii) in accordance with all **Legal Requirements**; (iv) using best industry practice having regard to the historic nature of the **Property**; (v) in accordance with the **Scheme Guidance**; and (vi) to a standard acceptable to the **Local Authority**;
- 4.1.3 procure that adequate works insurance cover is arranged to protect the historic fabric of the **Property** during the progress of the **Scheme Works** and deliver a copy of the policy to the **Local Authority** with, if requested by the **Local Authority**, its interest noted on the policy;
- 4.1.4 act as the client for the purposes of the Construction (Design and Management) Regulations 2015;
- 4.1.5 submit photographs of the **Property** and the **Scheme Works** at any time during the **Scheme Works** as are reasonably requested by the **Local Authority**; and



- 4.1.6 use its reasonable endeavours to complete the **Scheme Works** by the **Target Date** and notify the **Local Authority** in writing of any anticipated change to the **Target Date** as soon as reasonably practicable after becoming aware of it.
- 4.2 No approval of any plans, specifications, drawings or other documents (including the **Scheme Specification**) will impose or be deemed to impose any liability whatsoever on the **Local Authority** or **HES** as to their accuracy or otherwise and this **Grant Contract** is made purely in their capacity as grant funder under the Conservation Area Regeneration Scheme.
- 5 **Timescale for Scheme Works**
- 5.1 The **Grantee** must use all reasonable endeavours to complete the **Scheme Works** by the **Target Date** and must notify the **Local Authority** of any anticipated change to the **Target Date** as soon as reasonably practicable.
- 5.2 If the **Completion Date** has not occurred on or before the **Final Account Deadline** the **Grantee** must repay to the **Local Authority** the **Grant** or such proportion of the **Grant** as the **Local Authority** thinks fit in its absolute discretion, within 21 days of demand.
- 5.3 If a **Delay Event** occurs, the **Grantee** must give written notice to the **Local Authority** and the **Grantee** will be allowed an extension to the **Final Account Deadline** as the **Local Authority** deems reasonable in the circumstances.
- 6 **Completion of the Scheme Works**
- 6.1 When the **Professional Advisor** believes that the **Scheme Works** are complete, the **Grantee** will inform the **Local Authority** in writing. The **Local Authority**, its representatives and, where necessary **HES** and its representatives, will be entitled to inspect the **Property** and if they do not agree that the **Scheme Works** have been practically completed, they will consult with the **Professional Advisor** to draw up a list of outstanding works required to be carried out by the **Grantee** before the **Local Authority** will consider the **Scheme Works** to be practically complete. Once the outstanding works have been carried out, the **Local Authority**, its representatives and, where necessary **HES** and its representatives, will be entitled to re-inspect the **Property** and the provisions of this Clause 6.1 will be repeated as often as is necessary changing only such provisions as have to be changed, until the **Local Authority** agrees that the **Scheme Works** are practically complete.
- 6.2 In the event of a dispute between the **Grantee** and the **Local Authority** as to whether or not the **Scheme Works** have been practically completed, either the **Grantee** or the **Local Authority** will be entitled forthwith to refer the dispute to an independent architect agreed between them, or in the absence of agreement, to be appointed by the President of the Royal Incorporation of Architects in Scotland on the application of either the **Grantee** or the **Local Authority**. The architect will act as an expert and not an arbiter, and the architect's decision is to include a determination on expenses (failing which the fees will be borne equally by the **Grantee** or the **Local Authority**) and shall be final and binding on the parties for the purposes of this clause 6.2 only.
- 6.3 The **Grantee** will, at the **Grantee's** own cost, supply to the **Local Authority** colour photographs of the **Property** as at the **Completion Date** in a digital jpeg format, or such other format as may be reasonably specified by the **Local Authority** from time to time. The photographic material must be of publication quality and include all elevations of the **Property**.
- 6.4 The **Grantee** must ensure that the **Completion Date** has occurred on or before the **Final Account Deadline**.



7 Inspection

- 7.1 During the progress of the **Scheme Works**, the **Grantee** will permit the **Local Authority**, its representatives and, where necessary, **HES** and its representatives, to have access to the **Property** at all reasonable times for the purpose of inspection of the state and progress of the **Scheme Works** to ascertain compliance with the terms of this **Grant Contract**, provided that those exercising the right (i) comply with all such safety precautions as may be in force from time to time at the **Property**; and (ii) do not issue any directions to any contractor or their representatives in respect of the **Scheme Works**, written or otherwise.
- 7.2 The **Grantee** will immediately provide any information required by the **Local Authority** to allow it to assess whether there has been a breach of the **Grant Contract** and if the **Local Authority** decides that there has been a breach, it will be entitled, but not bound, to give notice of the breach to the **Grantee** who will be obliged to remedy the breach. If the **Grantee** fails to comply with such a notice the **Grantee** will be deemed to have materially breached the terms of the **Grant Contract** and the **Local Authority** will be entitled to terminate the **Grant Contract**, but that without prejudice to any other right the **Local Authority** may have against the **Grantee**.
- 7.3 Inspection of the **Property** by the **Local Authority** or **HES** is purely for their own purposes and shall not be deemed to be any approval of the **Scheme Works** and cannot be relied on by the **Grantee** for any other purpose.

8 Procedure for Release of the Grant

- 8.1 Payment of the **Grant** and any instalment of it, is suspensively conditional on
- 8.1.1 the **Grantee** complying with the terms of the **Grant Contract** including their obligations under Clause 11;

[ENTER ANY OTHER SUSPENSIVE CONDITIONS FOR RELEASE OF THE GRANT]

- 8.2 Subject to the terms of Clause 8.1, the **Grant** shall be released by the **Local Authority** as follows:-

[ENTER DETAILS OF GRANT PAYMENT ie DATES, TRIGGERS AND PERCENTAGES]

- 8.3 10% of the **Grant** will be released within 15 **Working Days** of the date the **Local Authority** approves the **Final Accounts**, payment of which is suspensively conditional on the **Grantee** submitting to the **Local Authority** the **Final Accounts** by the **Final Account Deadline**;
- 8.4 If the **Actual Grant Eligible Costs** exceed the amount of **Grant** already released by the **Local Authority** to the **Grantee** under Clause 8.2, the **Grantee** will repay the excess to the **Local Authority** within 21 days of demand.
- 8.5 No terms of the **Grant Contract** are intended to confer any benefit on, or to be enforceable by, any third party, except for **HES**. **HES** will be entitled to the benefit of and may enforce those provisions which refer to or which relate to **HES**, and the **Local Authority** and the **Grantee** acknowledge and agree that a *ius quaesitum tertio* is hereby created in favour of **HES**.



9 Final Accounts

- 9.1 The **Grantee** must submit the **Final Accounts** to the **Local Authority**, on or before the **Final Account Deadline**, failing which any part of the **Grant** not paid as at that date shall be retained by the **Local Authority** and the **Grant** shall be reduced accordingly.
- 9.2 If a **Delay Event** occurs, the **Grantee** must give written notice to the **Local Authority** and the **Grantee** will be allowed an extension to the **Final Account Deadline** as the **Local Authority** deems reasonable in the circumstances.
- 9.3 The **Local Authority** shall notify the **Grantee** as soon as reasonably practicable after the date on which the **Grantee** submits the **Final Accounts**, if:-
- 9.3.1 the **Final Accounts** are approved;
- 9.3.2 whether any further information is required to be submitted before the **Final Accounts** can be approved, in which case the **Grantee** shall be obliged to submit such information to the **Local Authority**; or
- 9.3.3 whether the **Final Accounts** are not approved.
- 9.4 If, following inspection of the **Scheme Works** and/or the **Final Accounts**, the **Local Authority** determines (i) that the actual costs incurred by the **Grantee** are less than the anticipated costs set out in the **Costed Profile**, or (ii) costs have been accounted for in the **Final Accounts** which are not **Grant Eligible Costs**, the **Local Authority** will be entitled to reduce the amount of the **Grant** as it considers appropriate and, in the event that the amount of the **Grant** already released exceeds the reduced amount, the **Grantee** will repay the excess to the **Local Authority** within 15 **Working Days** of demand.

10 Undertakings

10.1 End Use

Following the **Completion Date**, the **Grantee** must make the **Property** available for the **End Use** until the end of the **Control Period**.

10.2 Repair and Maintenance

The **Grantee** must:-

- 10.2.1 repair and maintain the **Property** so as to keep it in good repair and condition to the reasonable satisfaction of the **Local Authority** and/or **HES** until the end of the **Control Period** who, in determining the standard of repair and maintenance required, will have regard to the historic and architectural importance of the **Property** as part of the Nation's heritage;
- 10.2.2 have the fabric of any building on the **Property** inspected every 5 years by a registered architect who is a member of the Royal Incorporation of Architects in Scotland or by a building surveyor who is registered with the Royal Institution of Chartered Surveyors in Scotland, and submit a copy of their report to the **Local Authority** and/or **HES** until the end of the **Control Period** as soon as possible after their inspection; and
- 10.2.3 submit photographs of the **Property** to the **Local Authority** and/or **HES** until the end of the **Control Period** showing the state of repair and condition of the **Property** as are reasonably requested by the **Local Authority** or by **HES**.



10.3 Not to Alter

Following the **Completion Date**, until the expiry of the **Control Period**, the **Grantee** must not alter, extend or demolish the **Property** or any part of it without the prior written approval of the **Local Authority** and/or **HES**.

10.4 Insurance

10.4.1 The **Grantee** must maintain the **Insurance Policy** throughout the **Control Period** and exhibit to the **Local Authority** and/or **HES** until the expiry of the **Control Period** within 10 **Working Days** of demand a copy of the **Insurance Policy** and the current certificate of insurance in respect of the **Property** with, if requested by **HES** or the **Local Authority**, its interest noted on the **Insurance Policy**.

10.4.2 The **Grantee** must use all money received under the **Insurance Policy** as soon as reasonably practicable in making good the damage giving rise to the claim for which the money was paid as far as practicable with such similar dimensions and characteristics as the **Property** before such damage or destruction.

10.5 Publicity

10.5.1 The **Grantee** must permit **HES**, the **Local Authority** and the Scottish Government to publicise the **Property** in any publication or on the website of **HES**, the **Local Authority** or that of the Scottish Government.

10.5.2 The **Grantee** must (i) publicise on any website of the **Grantee**; and (ii) ensure (as far as is possible and reasonable) that any press release, statement or publicity issued by the **Grantee** and relating to the **Property** or the **Scheme Works**; mentions the **Grant** from the **Local Authority**.

10.5.3 The **Grantee** must not make any announcement or issue any statement, press release or other publicity before the **Local Authority** has made public the award of the **Grant** to the **Grantee**.

10.6 Provision of Information

The **Grantee** must immediately provide any information required by the **Local Authority** and/or **HES** until the expiry of the **Control Period** to allow the **Local Authority** or **HES** (as the case may be) to assess whether there has been a breach of the **Grant Contract**.

10.7 Inspection

The **Grantee** must allow **HES** and/ or the **Local Authority** and its representatives access to the **Property** for the purpose of inspection in order for **HES** and/or the **Local Authority** to check whether the **Grantee** is complying with the terms of the **Grant Contract**.

10.8 Public Access

10.8.1 The **Grantee** must arrange for access to the **Property** from and after the **Completion Date** throughout the remainder of the **Control Period** to [choose as appropriate]:-

- [the interior of the **Property** for a minimum of 25 days each year between the months of May and September, at least 10 of which will be at weekends
- the **Property** by appointment
- the **Property** on doors open day or other similar scheme
- the **Property** by reason of its use for its **End Use**



10.8.2 The **Grantee** shall arrange that the access arrangements detailed in Clause 10.8.1 will be publicised [choose one of the following]:-

- [on any website of the Grantee; in local or national newspapers at least three times a year; through specialist and historic buildings or tourist guides; and by written notification to the local tourist office;
- in local or national newspapers at least once a year; through specialist historic buildings or tourist guides; and by written notification to the local tourist office;
- by posters or leaflets displayed in the locality of the **Property** and by written notification to the local tourist board.

10.8.3 The **Grantee** must not, without the prior written approval of the **Local Authority** and/or **HES** until the expiry of the **Control Period** (i) charge members of the public an admission fee to access the **Property**; (ii) increase any admission fee charged above the annual rate of inflation (being the rate of inflation indicated by the Consumer Price Index published in April of each year by the Office of National Statistics or such other rate nominated by the **Local Authority** or **HES**, both acting reasonably) in any one year; and/or (iii) vary the parts of the **Property** for which an admission fee is charged.

10.9 Disposal

The **Grantee** must notify the **Local Authority** and/or **HES** until the expiry of the **Control Period** immediately if the **Grantee** intends to **Dispose** of the **Property**, or any interest in it, within the **Control Period**.

10.10 Letting

The **Grantee** must not let or agree or allow any sub-letting of the **Property** for a term of 20 years or less, without the prior written consent of the **Local Authority** and/or **HES** until the expiry of the **Control Period**.

10.11 [Fraud etc

The **Grantee** must have appropriate policies in place to reduce the risk of fraud, bribery and corruption within its organisation.]

10.12 [Living Wage

Unless otherwise approved by the **Local Authority**, the **Grantee** must ensure that the **Grantee** pays each of its employees at least the rate of the living wage published by the Living Wage Foundation from time to time.]

10.13 Legal Requirements

The **Grantee** must comply with all **Legal Requirements** in relation to the **Property** or the **End Use** during the **Control Period**.

10.14 Recovery Event

The **Grantee** must inform the **Local Authority** and/or **HES** until the expiry of the **Control Period** as soon as the **Grantee** becomes aware of the occurrence of an event listed in Clause 19.



11 Title conditions and delivery of documentation

- 11.1 Where the **Grantee** is obtaining an interest in the **Property** simultaneously with the grant of the **Standard Security** and/or the **Conservation Burden**, which will result in the first registration of the **Grantee's** interest in the **Property** in the Land Register of Scotland, or otherwise where the grant of the **Standard Security** has triggered a first registration of the **Grantee's** interest in the **Property** in the Land Register of Scotland deliver to the **Local Authority** at settlement, the following items:-
- 11.1.1 a valid marketable title, subject to no servitudes and containing no onerous or unusual real burdens affecting the **Property**;
 - 11.1.2 a plan or bounding description sufficient to enable the **Property** to be identified on the cadastral map;
 - 11.1.3 evidence (such as a Plans Report) that the description of the **Property** as contained in the title deeds is habile to include the whole of the occupied extent and that there is no conflict between the extent of the **Property** and any registered cadastral unit;
 - 11.1.4 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Grantee's** interest in the **Property**; (ii) **Advance Notices** in respect of the Disposition in favour of the **Grantee** and the **Standard Security** (in a form adjusted with **HES**) to be entered on the application record for the **Property**; and (iii) no other **Advance Notices** in respect of the **Property**; and
 - 11.1.5 (save where the **Grantee** is already the heritable proprietor and the grant of the **Standard Security** has triggered a first registration in the Land Register) a **validly executed** disposition of the **Property** in favour of the **Grantee**, together with signed Land Register Application Form (providing for payment of registration dues by the **Grantee's** solicitor by Direct Debit.
- 11.2 Where the **Grantee's** interest in the **Property** is registered in the Land Register of Scotland, deliver to the **Local Authority** at settlement:-
- 11.2.1 either (i) a Land Certificate (containing no exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979), (ii) a Title Sheet (containing no exclusion or limitation of warranty under Section 75 of the Land Registration etc (Scotland) Act 2012; or, (iii) if the Land Certificate or Title Sheet as the case may be has not been released by the Keeper pending a previous application(s), then certified copies of all documents sent to the Keeper in support of the outstanding application(s) or required by the Keeper to process the outstanding application(s), together with any Legal Reports and Plans Reports, Form 10 or Form 12 report(s) (and any updated reports) and (if appropriate) the Form P16 or Form P17 report and the Land Register receipts in respect of the outstanding application(s);
 - 11.2.2 all necessary links in title evidencing the **Grantee's** exclusive ownership of the **Property**;
 - 11.2.3 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Grantee's** interest in the **Property**; (ii) **Advance Notices** in respect of the Disposition in favour of the **Grantee** and the **Standard Security** (in a form adjusted with **HES**) to be entered on the application record for the **Property**; and (iii) no other **Advance Notices** in respect of the **Property**;



- 11.3 At settlement, deliver to the **Local Authority** a search in the Register of Community Interests in Land brought down to as near as practicable to settlement disclosing no entries affecting the **Property**.
- 11.4 Where the **Standard Security** and/or **Conservation Burden** are to be registered in the Land Register of Scotland, the **Grantee** will deliver to **HES**, on demand from time to time and at the **Grantee's** expense, such documents and evidence as the Keeper may require to enable the Keeper to update or create (as the case may be) the Title Sheet of the **Property** to disclose (i) the **Grantee** as the registered proprietor of the whole of the **Property**; and (ii) **HES** as security holder of over the whole of the **Property**. The updated or newly created Title Sheet of the **Property** will contain no exclusion or limitation of warranty in terms of Section 75 of the Land Registration etc. (Scotland) Act 2012; (b) disclose no entry, deed or diligence prejudicial to the interest of **HES** other than such as are created by or against **HES** or have been disclosed to, and accepted in writing by, **HES** prior to settlement; and (c) the Title Sheet shall show **HES** as the first ranking security holder over the **Grantee's** interest in the **Property**, save as otherwise agreed by **HES** in writing prior to settlement.
- 11.5 At settlement, where the **Grantee** is a company, exhibit to the **Local Authority** Searches in the Register of Charges and company file of the **Grantee** confirming that there is no notice regarding the appointment of a receiver, administrator or liquidator, winding-up, striking-off or change of name affecting the **Grantee** and disclosing the full names of the present directors and secretary of the **Grantee**, together with an undertaking from the **Grantee's** solicitor on behalf of the **Grantee** in terms satisfactory to the **Local Authority** to exhibit within three months updated Searches in the Register of Charges and company file of the **Grantee** brought down to at least 22 days after registration of the **Standard Security** and disclosing no entries prejudicial to the **Standard Security**.
- 11.7 At settlement, deliver to the **Local Authority** a **validly executed Standard Security** together with particulars of execution.
- 11.8 At settlement, where the **Grantee** is the proprietor of the **Property**, deliver to the **Local Authority** a **validly executed Conservation Burden** by the **Grantee** or, if the **Grantee** is a tenant under a lease of more than 20 years, deliver to the **Local Authority** a **validly executed Conservation Burden** by the proprietor of the **Property**.
- 11.9 The cost of all searches, **Advance Notices** and registration or recording dues are to be met by the **Grantee**.

12 Monitoring and Reporting

- 12.1 The **Grantee** shall closely monitor the delivery and success of the **Scheme Works** to ensure that the aims and objectives of the **Scheme Works** are being met and that this **Grant Contract** is being adhered to.
- 12.2 Where the **Grantee** has obtained funding from a third party for its delivery of part of the **Scheme Works**, the **Grantee** shall include the amount of such funding in its financial reports to the **Local Authority**, together with details of what that funding has been used for.
- 12.3 The **Grantee** shall on request provide the **Local Authority** with such information, explanations and documents as the **Local Authority** may require in order for it to establish that the **Grant** has been used properly in accordance with this **Grant Contract**.
- 12.4 The **Grantee** shall permit any person authorised by the **Local Authority** such access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the **Grantee's** fulfilment of the conditions of this **Grant Contract** and shall, if so required, provide appropriate oral or written explanations from them.



12.5 The **Grantee** shall provide the **Local Authority** with a final report at the **Completion Date**, which shall confirm whether the **Scheme Works** has been successfully and properly completed.

12.6 The **Grantee** must submit the Monitoring Report annually to the **Local Authority** during the **Control Period**.

13 Publicity

13.1 The **Grantee** will display at or near the **Property** and in a prominent position for the duration of the **Scheme Works** a sign supplied by the **Local Authority** publicising the support given by the **Local Authority** and **HES** and, if required by the **Local Authority**, an interpretation board detailing the history of the **Property** and the **Scheme Works**, in a form to be approved by the **Local Authority**.

13.2 The **Local Authority** and **HES** will be entitled to publicise the **Property** in any publication or on the website of the **Local Authority**, **HES** and/or the Scottish Government.

13.3 The **Grantee** will ensure, as far as is possible and reasonable, that any press release, statement or publicity issued by the **Grantee** relating to the **Property** or **Scheme Works** shall not be issued without the prior written consent of the **Local Authority**, such consent not to be unreasonably withheld, and shall make mention of the **Grant** from the **Local Authority** and **HES**.

14 Intellectual Property Rights

14.1 The **Grantee**, by its acceptance of this **Offer**, grants the **Licence** to the **Local Authority** and **HES** for such purposes as the **Local Authority** and **HES** reasonably determine from time to time, including (i) safeguarding Scotland's built heritage; (ii) promoting the understanding and enjoyment of Scotland's built heritage; and (iii) maintaining a public record of the **Scheme Works**.

14.2 On the request of the **Local Authority** or **HES**, the **Grantee** will promptly provide (i) copies of all **Data** covered by the **Licence**; and (ii) a clear written explanation of any **Use** of any **Third Party Data** which would infringe the **Intellectual Property Rights** of any third party or breach any obligation of confidence owed by the **Grantee**.

14.3 The **Grantee** warrants that **Use** by the **Local Authority** and/or **HES** (and appointed sub-licensees) of any **Data** will not breach the **Intellectual Property Rights** of any third party, other than to the extent specifically disclosed in accordance with Clause 14.2.

14.4 Nothing in the **Grant Contract** is intended to transfer any **Intellectual Property Rights** to the **Grantee** and, unless otherwise stated, the **Grantee** will **Use Data** provided to it by the **Local Authority** pursuant to the **Scheme Works** solely for the purpose of carrying out the **Scheme Works** and for future conservation of the **Property**.

15 Confidentiality

15.1 Subject to Clause 16, the **Grantee** shall not (except as required by law, by any governmental or regulatory authority or as authorised by the **Local Authority**) during the period of the **Grant Contract** or after its termination (howsoever arising):

15.1.1 use, exploit or disclose to any person, company or other organisation whatsoever (and shall use its best endeavours to prevent the use or communication of) any **Local Authority Confidential Information** that it creates, develops, receives or obtains in connection with this **Grant Contract**. This restriction does not apply to the extent that the **Grantee** is required to disclose **Local Authority Confidential Information** by law, a



court of competent jurisdiction or the rules of any applicable governmental or regulatory body or any information that is or comes in the public domain other than through unauthorised disclosure by the **Grantee**; or

15.1.2 make (other than for the benefit of the **Local Authority**) any record (whether on paper, computer memory, disc or otherwise) or copy containing **Local Authority Confidential Information** or use such records (or allow them to be used) other than for the benefit of the **Local Authority**. All such records (and any copies of them) shall be the property of the **Local Authority**.

15.2 The **Grantee** shall:

15.2.1 keep any **Local Authority Confidential Information** obtained as a result of this **Grant Contract** secret;

15.2.2 not use or directly or indirectly disclose any such **Local Authority Confidential Information** (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the **Local Authority**;

15.2.3 use best endeavours to ensure that no person gets access to the **Local Authority Confidential Information** unless authorised to do so; and

15.2.4 inform the **Local Authority** immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such **Local Authority Confidential Information**.

15.3 The **Local Authority** reserves all rights in the **Local Authority Confidential Information**. No rights in respect of the **Local Authority Confidential Information** are granted to the **Grantee**.

16 Data Protection, Freedom of Information and Records Management

16.1 For the purposes of the Data Protection Act 1998 (“**DPA**”), the **Local Authority** and the **Grantee** agree that they shall each be the **Data Controllers** and shall (and shall procure that any of their staff involved in connection with the activities under this **Grant Contract** shall) duly observe all their obligations under the **DPA**, including, but not limited to, any notification requirements which arise in connection with any **Personal Data** processed by them pursuant to this **Grant Contract**.

16.2 In the event that the **Grantee** is required to disclose any **Personal Data** to the **Local Authority** of which the **Grantee** is the **Data Controller**, the **Grantee** shall obtain the consent of the **Data Subjects** to the disclosure of their **Personal Data** to the **Local Authority** for the purposes specified by the **Local Authority**.

16.3 In the event that the **Grantee processes Personal Data** on behalf of the **Local Authority** pursuant to this **Grant Contract** of which the **Local Authority** is the **Data Controller** (“**Local Authority Personal Data**”), the **Grantee** shall be the **Data Processor** of such **Local Authority Personal Data**. As **Data Processor**, the **Grantee** undertakes:

16.3.1 to not process the **Local Authority Personal Data** for any purpose other than for the purposes of this **Grant Contract**;

16.3.2 to put in place appropriate technical and organisational processes and procedures to safeguard against any unauthorised and unlawful **processing** of, and against accidental loss or destruction of, or damage to, the **Local Authority Personal Data**;

16.3.3 that any of its employees who will have access to the **Local Authority Personal Data** have undergone data protection training and are aware of their obligations under the **DPA**;



- 16.3.4 to assist the **Local Authority** with all requests which may be received from **Data Subjects** in relation to the **Local Authority Personal Data** under the **DPA** and to notify the **Local Authority** of any such request within five **Working Days** of receipt;
- 16.3.5 to provide the **Local Authority** with such information as the **Local Authority** may require to satisfy itself that the **Grantee** is complying with its obligations under the **DPA**;
- 16.3.6 to notify the **Local Authority** immediately if it receives a complaint, notice or any other communication concerning the **Grantee's processing** of the **Local Authority Personal Data**;
- 16.3.7 to notify the **Local Authority** of any breach of the security measures required to be put in place by the **Grantee** pursuant to Clause 16.3.2; and
- 16.3.8 to indemnify the **Local Authority** fully on demand against all losses, liabilities, damages, costs, claims, demands and expenses of whatsoever nature and howsoever incurred by the **Local Authority** arising from any breach by the **Grantee**, or any of its employees, of this Clause 16.3.
- 16.4 The **Grantee** acknowledges that the **Local Authority** is subject to the requirements of the Freedom of Information (Scotland) Act 2002 ("**FOISA**") and the Environmental Information (Scotland) Regulations 2004 ("**EISR**") and shall assist and co-operate with the **Local Authority** (at the **Grantee's** expense) to enable the **Local Authority** to comply with the information disclosure requirements of the **FOISA** and the **EISR**. The **Grantee** shall and shall procure that its subcontractors shall:
- 16.4.1 transfer requests for information received under the **FOISA** and the **EISR** ("**Request for Information**") to the **Local Authority** as soon as practicable after receipt and, in any event, within two **Working Days** of receiving a **Request for Information**;
- 16.4.2 provide the **Local Authority** with all necessary assistance as requested by the **Local Authority**, including all information within its possession, to enable the **Local Authority** to respond to a **Request for Information** within the time limit for compliance set out within the **FOISA** or the **EISR**; and
- 16.4.3 not respond directly to a **Request for Information** unless expressly authorised to do so by the **Local Authority**.
- 16.5 The **Grantee** agrees that:
- 16.5.1 the **Local Authority** shall be responsible for determining at its absolute discretion whether any information which it has received from the **Grantee** pursuant to this **Grant Contract**, any information relating to the **Grant Contract** or any information produced in the course the **Grant Contract** ("**Information**") is exempt from disclosure in accordance with the provisions of the **FOISA** or the **EISR** and whether the **Information** is to be disclosed in response to a **Request for Information**; and
- 16.5.2 the **Local Authority** may disclose **Information** in response to a **Request for Information** without consulting the **Grantee** or following consultation with the **Grantee** and having taken its views into account, provided always that the **Local Authority** shall not be bound to take the **Grantee's** views into account when determining whether to disclose **Information** in response to a **Request for Information**.
- 16.6 The provisions of this Clause 16 shall apply during the continuance of this **Grant Contract** and after its termination howsoever arising.



- 16.7 The **Grantee** shall provide the **Local Authority** with all assistance reasonably requested by the **Local Authority** to assist the **Local Authority** in complying with its obligations under the Public Records (Scotland) Act 2011 (“**PRSA**”) and with the **Local Authority’s** Records Management Plan where such compliance is in respect of records created or to be created by the **Grantee** on behalf of the **Local Authority** in terms of the **Grant Contract**. This assistance will be at no cost to the **Local Authority**.
- 16.8 The **Grantee** shall in respect of records created during the term of this **Grant Contract** for the duration set out for that class of record in the **Grantee’s Retention Schedule** after the termination or expiry of the **Grant Contract**, comply with the **Records Management Provisions** notified by the **Local Authority** to the **Grantee** from time to time.
- 16.9 In this Clause 16, “**Records Management Plan**” means the plan prepared by the **Local Authority** and approved by the Keeper of the Records of Scotland under Section 1 of the **PRSA**; “**Records Management Provisions**” refers to the policies, procedures and arrangements for the management and preservation of the records created by the **Grantee** further to the **Grant Contract**; and “**Grantee’s Retention Schedule**” refers to those parts of the **Records Management Provisions** relating to how long particular records or classes of records created or managed by the **Grantee** are to be retained for after they have come to the end of their normal operational use.
- 16.10 At the end of the relevant period set down in the **Grantee’s Retention Schedule** for a particular record or class of records, then if the **Grantee’s Retention Schedule** for that record or class of records lists the final disposal of the record or class of records as “Pass to the **Local Authority**”, the **Grantee** shall offer to transfer the records in question to the **Local Authority**, such transfer to include full ownership of the records (including transfer of the status of **Data Controller** of any **Personal Data** contained in the records, full beneficial ownership and transfer of any **Intellectual Property Rights** relating to the records.) The transfer shall be at no cost to the **Local Authority**. The **Grantee** shall ensure that all relevant indices and any other relevant information reasonably required to locate individual items within the records, including metadata and database schema, are also offered to the **Local Authority** on the same terms.
- 16.11 If the **Grantee** shall become bankrupt (whether voluntary or compulsory), unable to pay its debts, insolvent or make any arrangements with its creditors, or if any resolution is adopted for the winding up of the **Grantee**, or if a receiver, administrator or administrative receiver is appointed over the whole or any part of its assets or if the **Grantee** goes into liquidation (whether voluntary or compulsory) otherwise than for the purpose of amalgamation or reconstruction or any form of execution levied upon its assets, then immediately on the occurrence of any of these events, the records which would, in terms of Clause 16.10, fall to be offered to the **Local Authority** at the time stipulated in the **Grantee’s Retention Schedule**, shall be deemed to be held on trust by the **Grantee** on behalf of the **Local Authority**. The **Grantee** shall thereafter, if and when so required by the **Local Authority**, transfer the records in question to the **Local Authority**, such transfer to be on the same terms as would apply to a transfer made in terms of Clause 16.10.

17 Anti-Discrimination

- 17.1 The **Grantee** shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.2 The **Grantee** shall take all steps to secure the observance of Clause 17.1 by all servants, employees or agents of the **Grantee** and all suppliers and sub-contractors engaged in connection with completion of the **Scheme Works**.



17.3 The **Grantee** shall comply with the Equality Act 2010.

18 Human Rights

18.1 The **Grantee** shall (and shall use all endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this **Grant Contract** as if the **Grantee** were a public body (as defined in the Human Rights Act 1998).

18.2 The **Grantee** shall undertake, or refrain from undertaking, such acts as the **Local Authority** requests so as to enable the **Local Authority** to comply with its obligations under the Human Rights Act 1998.

19 Recoverability of Grant

19.1 The **Local Authority** hereby notifies the **Grantee** that it is making the **Grant** on behalf of **HES** under Section 11 of the Historic Environment Scotland Act 2014 and that **HES** or the **Local Authority** is entitled to recover the **Grant** or such proportion of it as it thinks fit (but in no event shall the amount recovered exceed the amount of the grant actually paid to the **Grantee**):-

19.1.1 from the **Grantee**, if at any time any condition of the **Grant Contract**, the **Conservation Burden** or the **Standard Security** is contravened or not complied with;

19.1.2 from the **Grantee** if, during the **Recovery Period**, the **Grantee Disposes** of their interest in the **Property**; and/or

19.1.3 from any donee of the **Grantee** who has become entitled by way of gift from the **Grantee** of the whole or part of their interest in the **Property**, whether directly or indirectly (but otherwise than by will) (the "**Donee**"), if, during the **Recovery Period**, the **Donee Disposes** of their interest in the **Property** or part thereof.

19.2 If the **Grantee** and/or the **Donee** intend to **Dispose** of their interest in the **Property** (i) prior to the **Completion Date**, they shall immediately notify the **Local Authority**; or (ii) from the **Completion Date** to the end of the **Recovery Period**, they shall immediately notify **HES**.

19.3 Where **HES** is entitled to recover all or any part of the **Grant** under Clauses 19.1.2 or 19.1.3, it shall calculate the amount due on the following basis (or such other basis as **HES** shall notify from time to time):-

Year from date of grant in which claw back event occurs	Percentage of original grant to be recovered
0-1	100%
1-2	93%
2-3	86%
3-4	79%
4-5	72%
5-6	65%
6-7	58%
7-8	51%
8-9	44%
9-10	37%
10-11	30%
11-12	24%
12-13	18%



13-14	12%
14-15	6%
15+	0%

- 19.4 The **Local Authority** is entitled to re-assess, vary, make a deduction from, withhold or recover the **Grant** (or such proportion of it as the **Local Authority** thinks fit); charge **Interest** on any sums recovered from the date of payment of the **Grant** to the **Grantee** until repaid; and/or terminate the **Grant Contract** if:
- 19.4.1 during the **Control Period**, the **Grantee Disposes** of its interest in the **Property**;
 - 19.4.2 at any time any condition of the **Grant Contract**, the **Conservation Burden** and/or the **Standard Security** is contravened or not complied with and, if the breach is capable of remedy, the **Grantee** has been given notice of it and has failed to remedy it within the period of time specified in the notice;
 - 19.4.3 the **Completion Date** has not occurred by the **Final Account Deadline**;
 - 19.4.4 if the **Local Authority** does not approve the **Final Accounts** in accordance with Clause 9;
 - 19.4.5 where the **Grantee** is a company but not a public company, either (a) a person (other than the **Grantee's** shareholders at the date of the **Grantee's Application**) alone or together with any associated person(s) becomes the beneficial owner of shares in the **Grantee's** issued share capital carrying the right to exercise more than 25% of the votes exercisable at the **Grantee's** general meeting or (b) the shareholders at the date of the **Grantee's Application** cease to hold legally and beneficially at least 50% of the issued share capital and voting rights in the **Grantee's** company;
 - 19.4.6 the **Local Authority** agrees that the **Property** cannot be reinstated following damage by a risk covered by the **Insurance Policy**;
 - 19.4.7 the **Local Authority** considers that any information provided by the **Grantee** in the **Application** and/or in terms of the **Grant Contract** is fraudulent, incorrect or misleading or the **Grantee** has failed to provide information which would have been relevant to the **Local Authority** in approving the **Grant** or determining any matter in terms of the **Grant Contract**;
 - 19.4.8 the **Grantee** is sequestrated, becomes apparently insolvent or enters into a trust deed for behoof of its creditors or being a company the **Grantee** 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;
 - 19.4.9 the total cost of the **Scheme Works** is less than the **Grant**;
 - 19.4.10 the **Local Authority** has overpaid the **Grant**;
 - 19.4.11 the **Grantee** does anything which in the **Local Authority's** opinion brings the **Local Authority** into disrepute;
 - 19.4.12 the **Grantee** does not use the **Grant** or any part of it for the purposes of the **Scheme Works**;
 - 19.4.13 the **Grantee** fails to notify the **Local Authority** of duplicate public funding in respect of any part of the **Scheme Works** or any related administration costs that the **Local Authority** is funding under this **Grant Contract**;



- 19.4.14 the **Grant** is incompatible with the European Commission rules on state aid or if recovery of the **Grant** is ordered by the European Commission;
- 19.4.15 the **Grantee** commits a **Prohibited Act**;
- 19.4.16 there is a change in the legal status or the actual or effective ownership or control of the **Grantee**;
- 19.4.17 the **Grantee** in the **Local Authority's** opinion (acting properly) completed the application for the **Grant** fraudulently or misleadingly in any material particular;
- 19.4.18 the **Grantee** in the **Local Authority's** opinion (acting properly) acted fraudulently or negligently in carrying out the **Scheme Works**;
- 19.4.19 a heritable creditor validly serves a Calling Up Notice or a Notice of Default in terms of the **1970 Act** and the **Grantee** fails to comply with the terms specified in such Calling Up Notice or Notice of Default or the **Grantee** otherwise fails to make a successful application to the court for warrant under Section 24 of the **1970 Act**;
- 19.4.20 the **Local Authority** is not satisfied with any amounts in the **Monthly Valuations**;
- 19.4.21 if the **Local Authority** or **HES** agrees that the **Property** cannot be reinstated following damage by an Insured Risk (as that term is defined in the **Standard Security**); [or]
- 19.4.22 [if the **Property** ceases to be used for the **End Use**; or]
- 19.4.23 where the **Grantee** is a tenant under a long lease, the **Grantee** assigns, sub-lets or renounces their interest in the **Property**, or the lease terminates in any other way.
- 19.5 Repayment of the **Grant** in terms of this Clause 19 may not be required if any default is capable of being, and is, rectified within whatever period the **Local Authority** prescribes, or in relation to any discreet element of the **Scheme Works** which has been completed and whose benefit the **Local Authority** agrees is not jeopardised by failure to complete the remainder.
- 19.6 The events specified in this Clause 19 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 **Grantee** is in default entitling the **Local Authority** to exercise their remedies as heritable creditor in terms of the **1970 Act**.
- 19.7 A certificate by the **Local Authority** 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 **Grantee** to the **Local Authority**.
- 19.8 Any sums to be recovered from the **Grantee** by the **Local Authority** in terms of this Clause 19 shall be paid by the **Grantee** to the **Local Authority** within 15 **Working Days** of demand.

20 Enforceability

Unless otherwise directed by **HES**:-

- 20.1 Clause 19 of the **Grant Contract** shall be enforced by the **Local Authority**, as agents on behalf of **HES** prior to the end of the Conservation Area Regeneration Scheme or such other date as is notified to the **Grantee** by **HES**), after which date the right of enforcement shall revert to **HES** until the expiry of the **Control Period**.



20.2 All correspondence relating to the **Grant Contract**, the **Standard Security** and the **Conservation Burden** should be sent to the **Local Authority** up to the end of the Conservation Area Regeneration Scheme, notwithstanding the fact that the obligation is being undertaken to **HES**.

21 Notices

Any notice under this **Grant Contract** must be in writing. Any notice will be deemed to be effectively given if it is sent through the post by recorded delivery to the following addresses:-

- The **Local Authority** at [insert notice address];
- **HES** at Longmore House, Salisbury Place, Edinburgh EH9 1SH;
- The **Grantee** at the **Property** or their registered office.

or to such other address as is notified to the other parties in writing. Any such notice served by post will be deemed to have been served at the expiration of 2 **Working Days** after it has been posted and in proving service of said notice it will be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and any notice served by facsimile will be deemed to have been served when received legibly and in full by the recipient.

22 Arbitration

Without prejudice to any specific provision of the **Grant Contract**, if a dispute or disagreement arises as to the interpretation of any provision of the **Grant Contract**, it shall within 10 **Working Days** be referred to the decision of a single arbitrator mutually agreed for that purpose or, failing agreement, to be appointed at the request of either party by the Scottish Arbitration Centre and the arbitration shall be carried out under the Scottish Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland and the language of the arbitration shall be English.

23 Expenses

- 23.1 **The Grantee** will pay to the **Local Authority** within 10 **Working Days** of demand all costs, charges and expenses incurred by the **Local Authority** or **HES** (as the case may be) in the enforcement of the conditions of the **Grant Contract**, the **Conservation Burden** and/or the **Standard Security**.
- 23.2 If the **Local Authority** or **HES** consent to any variation of the **Grant Contract**, the **Standard Security** and/or the **Conservation Burden**, the **Grantee** will be responsible for meeting all costs properly incurred (including any internal administration charge of the **Local Authority** or **HES**, as the case may be) in documenting the variation.
- 23.3 **The Grantee** will be responsible for all costs incurred by the **Local Authority** and/or **HES** (including any internal administration charge of the **Local Authority** and **HES**) properly incurred in dealing with the grant of a discharge of the **Standard Security** and/or the **Conservation Burden** either at the end of the **Control Period** or in the event of earlier repayment of the **Grant**.

24 Interest

The Grantee will pay to the **Local Authority Interest** on any sum which becomes due and payable to the **Local Authority** from the date the sum becomes due and payable until paid.

25 Discharge

In the event that the **Grantee** opts to repay the whole of the **Grant**, **HES** will discharge (i) the **Standard Security** and (ii) the **Conservation Burden**, in return for full repayment of the **Grant**



together with **Interest** incurred from the date of payment of the **Grant** by the **Local Authority** until repaid.

26 State Aid

The parties acknowledge that the **Grant** is being made available to the **Grantee** under the provisions of the Historic Scotland Culture and Heritage Infrastructure Scheme 2014-2020 SA.41194.

27 Assignment

27.1 The **Grantee** may not, without the prior written consent of the **Local Authority**, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the **Grant Contract** or, except as contemplated as part of the **Scheme Works**, transfer or pay to any other person any part of the **Grant**.

27.2 The **Local Authority** may assign, transfer, sub-contract or in any other way make over to any third party the benefit and/or burden of the **Grant Contract**.

28 Waiver

No failure or delay by either the **Local Authority** or the **Grantee** to exercise any right or remedy under the **Grant Contract** shall be construed as a waiver of any other right or remedy.

29 No Partnership or Agency

The **Grant Contract** shall not create any partnership or joint venture between the **Local Authority** and the **Grantee**, nor any relationship of principal and agent, nor authorise either of them to make or enter into any commitments for or on behalf of the other.

30 Binding Nature of Grant Contract

The **Grant Contract** shall be binding upon and inure to the benefit of the parties and their respective successors and permitted transferees and assignees.

31 Registration

The **Local Authority**, HES and the **Grantee** consent to registration of the **Grant Contract** and any contract for **Supplementary Grant** for preservation and execution.

32 Time Limit for Acceptance

The **Grant Contract** is open for acceptance in writing within one month after the date of the **Grant Contract** and failing acceptance on or before that date will thereafter be deemed to have been withdrawn.

33 Governing Law

This **Grant Contract** shall be governed by and construed in accordance with the law of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

34 Definitions

Unless the context otherwise requires, in this **Grant Contract** the following expressions shall have the following meanings:



- 34.1 **“Actual Grant Eligible Costs”** means [Insert the percentage that the Grant bears to the Grant Eligible Costs as assessed at the outset]% of such sum as the **Local Authority**, acting reasonably, considers represents the **Grant Eligible Costs** incurred by the **Grantee** after having carried out an inspection of the **Scheme Works** following the **Completion Date** and after having examined the **Final Accounts**, but which amount shall not in any circumstances exceed the **Grant**.
- 34.2 **“Advance Notice”** means an advance notice as defined in Section 56 of the Land Registration etc. (Scotland) Act 2012;
- 34.3 **“Application”** means the **Grantee’s** application for grant in respect of the **Scheme Works** and approved by the **Local Authority**;
- 34.4 **“Bribery Act”** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
- 34.5 **“Completion Date”** means the date that the **Local Authority** considers the **Scheme Works** to be practically complete in terms of Clause 6.1 or such later date as agreed between the **Local Authority** and the **Grantee** or as determined under Clause 6.2;
- 34.6 **“Conservation Burden”** means the deed of conservation burdens to be granted by the **Grantee** in favour of **HES** substantially in the form of the draft conservation burden (with the relevant information inserted therein) forming Part 3 of the **Schedule**;
- 34.7 **“Control Period”** means the period of 15 years from the later of (i) the last date of execution of the **Grant Contract**; or (ii) the date of registration/recording of the **Conservation Burden** in the property registers;
- 34.8 **“Costed Profile”** means the costed profile of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow;
- 34.9 **“Data”** means data, text, drawings, diagrams, images, and sounds recorded in any electronic or tangible medium, or parts thereof;
- 34.10 **“Data Controller”** has the meaning given to it in Section 1 of the DPA;
- 34.11 **“Data Processor”** has the meaning given to it in Section 1 of the DPA;
- 34.12 **“Data Subject”** has the meaning given to it in Section 1 of the DPA;
- 34.13 **“Delay Event”** means any event which causes a delay in completion of the **Scheme Works** attributable to (i) exceptionally inclement weather; (ii) civil commotion or labour disputes; (iii) shortage of materials; or (iv) any other matter which in the reasonable opinion of the **Local Authority**, is beyond the control of the **Grantee** or the contractor appointed under the **Scheme Contract**;
- 34.14 **“Dispose”** means any disposal relating to the whole or part of the **Property** by way of sale, exchange or lease for a term of not less than 21 years;
- 34.15 **“End Use”** means such use as is consented to by the **Local Authority** from time to time;
- 34.16 **“Final Accounts”** means the final accounting under the **Scheme Contract**;
- 34.17 **“Final Account Deadline”** means [] or such later date as determined under Clause 9.3;



- 34.30 "**Local Authority**" means [] constituted under the Local Government etc (Scotland) Act 1994, having its principal office at [];
- 34.31 "**Local Authority Confidential Information**" means all technical or commercial know-how, specifications, inventions, processes, initiatives and all information (however recorded or preserved) which are of a confidential nature and have been disclosed or made available (directly or indirectly) to the **Grantee** by the **Local Authority**, the **Local Authority's** employees, agents, consultants, officers, representatives, advisers or subcontractors, and any other confidential information concerning the **Local Authority's** plans, suppliers, affairs, intentions or market opportunities which the Recipient may obtain as a consequence of this **Grant Contract**;
- 34.32 "**Monthly Valuation**" means a certified valuation from the **Professional Advisor** setting out the cost of the **Scheme Works** (carried out in the relevant month) as are eligible for grant funding in terms of the **Scheme Guidance**, as at the last date of each calendar month prior to the payment of the last instalment of the **Grant**;
- 34.33 "**Offer**" means this offer including the Schedule;
- 34.34 "**Personal Data**" has the meaning given to it in Section 1 of the DPA;
- 34.35 "**Processing**" has the meaning given to it in Section 1 of the DPA;
- 34.36 "**Professional Advisor**" means a suitably accredited professional in building conservation appointed by the **Grantee** and approved by the **Local Authority** to manage and oversee the carrying out of the **Scheme Works**;
- 34.37 "**Prohibited Act**" means (a) offering, giving or agreeing to give to any servant of the **Local Authority** any gift or consideration of any kind as an inducement or reward for: (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this **Grant Contract** or any other contract with the **Local Authority**; or (ii) showing or not showing favour or disfavour to any person in relation to this **Grant Contract** or any other contract with the **Local Authority**; (b) entering into this **Grant Contract** or any other contract with the **Local Authority** where a commission has been paid or has been agreed to be paid by the **Grantee** or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the **Local Authority**; (c) committing any offence: under the **Bribery Act**; under legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to this **Grant Contract** or any other contract with the **Local Authority**; or (d) defrauding or attempting to defraud or conspiring to defraud the **Local Authority**;
- 34.38 "**Property**" means the subjects known as and forming [**Insert Property Address**];
- 34.39 "**Recovery Period**" means the period of 15 years commencing with the later of (i) the date of payment of the first instalment of **Grant** in accordance with Clause 8; or (ii) in relation to a **Supplementary Grant**, the date of payment of the first instalment of each **Supplementary Grant**;
- 34.40 "**Schedule**" means the Schedule of [**Insert Number of Parts**] parts annexed and executed as relative to this **Grant Contract**;
- 34.41 "**Scheme Contract**" means the building contract entered into between the **Grantee** and their contractor to carry out the **Scheme Works**;



- 34.42 “**Scheme Funding**” means the scheme of funding approved by the **Local Authority** and which is detailed in Part 1 of the **Schedule**;
- 34.43 “**Scheme Guidance**” means the guidance published by **HES** from time to time in relation to the **HES** scheme to which this **Grant Contract** relates;
- 34.44 “**Scheme Specification**” means the documents and plans relating to the specification of materials and techniques to be used in carrying out the **Scheme Works** and referred to and specified in Part 2 of the **Schedule** and such other documents, plans or amendments approved by the **Local Authority** from time to time in their absolute discretion;
- 34.45 “**Scheme Works**” means the scheme of work to repair the **Property** as specified and detailed in the **Scheme Specification** and to be carried out in accordance with the terms of this **Grant Contract** and the **Scheme Contract**;
- 34.46 “**Standard Security**” means a **Standard Security** to be granted by the **Grantee** in favour of **HES** substantially in the form of the draft **Standard Security** (with the relevant information inserted therein) forming Part 4 of the **Schedule**. A copy of the **Standard Conditions** referred to in the **Standard Security** forms Part 5 of the **Schedule**;
- 34.47 “**Supplementary Grant**” means any award of grant under the Conservation Area Regeneration Scheme under Section 11 of the Historic Environment Scotland Act 2014 made by the **Local Authority** to the **Grantee** after the date of this **Grant Contract**, for use in defraying the cost of repair and maintenance of the **Property**;
- 34.48 “**Target Date**” means the date identified by the **Grantee** as the anticipated date of completion of the **Scheme Works** in accordance with the programme of works provided to the **Local Authority** in terms of Clause 3.1.2;
- 34.49 “**Third Party Data**” means **Data**, to the extent that third parties own Intellectual Property Rights therein, which relates to the **Scheme Works** and to which the **Grantee** has access;
- 34.50 “**Use**” means, in relation to any **Data**, accessing, using, copying, translating, redeveloping (or otherwise modifying) disclosing or distributing (whether in original or derivative form and whether via the internet or otherwise) that **Data**.
- 34.51 “**validly executed**” means executed in a manner presumed to be valid for the purposes of Sections 3 and/or 7 and/or Schedule 2 of the Requirements of Writing (Scotland) Act 1995;
- 34.52 “**Working Day**” means any day on which the **Local Authority** is open for business; and
- 34.53 “**1970 Act**” means the Conveyancing and Feudal Reform (Scotland) Act 1970.

35 Interpretation

Save to the extent that the context or the express provisions of this **Offer** otherwise requires, in this **Offer**:-

- 35.1 words importing any gender shall include all other genders;
- 35.2 words importing the singular number only shall include the plural and vice versa;
- 35.3 words importing individuals include corporations and vice versa;
- 35.4 references to the **Grant Contract** or to any other document shall be construed as reference to the **Grant Contract** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;



- 35.5 any reference to a clause, **Schedule** or Part of the **Schedule** is to the relevant clause, **Schedule** or Part of the **Schedule** of or to the **Grant Contract**;
- 35.6 reference to any statute or statutory provision (including any subordinate legislation) or any **Legal Requirement** includes any provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 35.7 any phrase introduced by the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

This **Offer** is signed for and on behalf of the **Local Authority** by their authorised signatory, as follows:-

..... Signed	..... Witness
..... Full Name	..... Full Name
..... Designation	..... Address
..... Address	.....
.....

Dated

I/We, **[Insert Grantee]** hereby accept the terms and conditions contained in the foregoing offer of grant by the **Local Authority** dated **[Insert Date of Grant Contract]**.

..... Signed	..... Witness
..... Full Name	..... Full Name
..... Designation	..... Address
..... Address	.....
.....

Dated



HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING OFFER OF GRANT BY [LOCAL
AUTHORITY] TO [] DATED []
]

PART 1

SCHEME FUNDING



PART 2

HISTORIC
ENVIRONMENT
SCOTLAND

ÀRAINNEACHD
EACHDRAIDHEIL
ALBA

SCHEME SPECIFICATION



CONSERVATION BURDENS

I/WE, [Enter details of the **Grantee(s)**], hereby grant in favour of HISTORIC ENVIRONMENT SCOTLAND, a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("**HES**") the following conservation burdens over ALL and WHOLE [Enter property description]; Together with [Enter details from last Disposition] (which subjects are herein referred to as the "**Property**"); I/We bind myself/ourselves and my/our successors as owners of the **Property** for a period of 15 years from the later of (i) the recording or registration of this Deed with the Registers of Scotland, or (ii) the date of our acceptance of any supplementary offer of grant by the Local Authority in our favour to defray the cost of repair and maintenance of the **Property** to (First) repair and maintain the **Property** so as to keep the **Property** in good repair and condition to the reasonable satisfaction of **HES** who, in determining the standard of repair and maintenance required will have regard to the historic and architectural importance of the **Property** as part of the Nation's heritage; (Second) not alter, extend or demolish the **Property** or part thereof without the prior written approval of **HES**; (Third) allow **HES** or its representatives access to the **Property** for the purpose of inspection in order to ensure compliance with the terms hereof; and (Fourth) have the fabric of any building on the **Property** inspected every 5 years from the date of registration of this deed by a registered architect who is a member of the Royal Incorporation of Architects in Scotland or by a buildings surveyor who is registered with the Royal Institution of Chartered Surveyors in Scotland, and submit a copy of their report to **HES** as soon as possible after their inspection; In the event that we breach any of the obligations detailed at (First) to (Fourth) above, **HES** shall be entitled to serve notice on us detailing the action required to be taken to remedy the breach within such period as they consider reasonable in the circumstances: IN WITNESS WHEREOF these presents typewritten on this [and the preceding [] page[s]] [together with the plan annexed] are executed as follows:



STANDARD SECURITY

Standard Security

by

1 [] and includes successors and representatives ("**Grantee**")

in favour of

2 **Historic Environment Scotland**, a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("**HES**")

Whereas

- (A) The **Grantee** has undertaken or is about to undertake the **Secured Obligations** to the **Local Authority**;
- (B) The **Parties** have agreed that the **Secured Obligations** shall be secured over the **Property**;

Therefore the **Grantee** hereby agrees and undertakes as follows:

1 Definitions and Interpretation

1.1 Definitions

In this **Standard Security**:

"**Control Period**" means the period of fifteen years commencing on the later of (i) the date of registration of this **Standard Security** and (ii) the latest date of execution of the **Secured Documentation**;

"**Local Authority**" means [];

"**Parties**" means the **Grantee** and **HES** and "**Party**" refers to either of them as the context requires;

"**Property**" means ALL and WHOLE [];

"**Secured Documentation**" means any and all of:

- (i) the grant agreement constituted by the offer of grant made by the **Local Authority** dated [] and the **Grantee's** acceptance thereof dated [];
- (ii) any supplementary offer of grant to be made by the **Local Authority** and accepted by the **Grantee**;
- (iii) the Constitutive Conservation Burden Deed granted by the heritable proprietor of the **Property** in favour of the **Local Authority** and presented to the Registers of Scotland for recording/registration simultaneously with the presentation of this **Standard Security**;



"**Secured Obligations**" means all sums advanced or to be advanced to the **Grantee**, and other sums or obligations due or to become due or prestatable or to become prestatable by the **Grantee** to the **Local Authority** and/or **HES**, and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality sums and obligations due by the **Grantee** in terms of the **Secured Documentation**; and

"**Standard Conditions**" means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being and "Standard Condition" means any one of them having regard to the context in which it is used.

1.2 Interpretation

Save to the extent that the context or the express provisions of this **Standard Security** otherwise requires, in this **Standard Security**:

- 1.2.1 words importing any gender shall include all other genders;
- 1.2.2 words importing the singular number only shall include the plural number and vice versa;
- 1.2.3 obligations contained in this **Standard Security** undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the **Grantee** in this **Standard Security** shall bind the **Grantee** and the **Grantee's** successors all jointly and severally;
- 1.2.4 words importing individuals include corporations and vice versa;
- 1.2.5 references to this **Standard Security** or to any other document shall be construed as references to this **Standard Security** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6 any reference to a Clause is to the relevant Clause of this **Standard Security**;
- 1.2.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings

The headings in this **Standard Security** are included for convenience only and are to be ignored in construing this **Standard Security**.

2 Grant of Security

The **Grantee**, in security of the **Secured Obligations**, GRANTS a **Standard Security** in favour of **HES** over the **Property** [and hereby affirms that the **Property** is not a matrimonial home or a family home in relation to which a spouse or a civil partner of the **Grantee** has



occupancy rights, all within the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) and the Civil Partnership Act 2004 (as amended)]/ [with the consent, as evidenced by his/her subscription hereof, of [], residing at [], [my spouse / civil partner], for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended)/Civil Partnership Act 2004 (as amended)].

3 **Control Period**

The terms of this **Standard Security** will subsist for the **Control Period**.

4 **Standard Conditions**

Except as otherwise varied by the **Secured Documentation**, the **Standard Conditions** shall apply.

5 **Restrictions Relating to the Property**

5.1 During the **Control Period**, the **Grantee** shall not without the consent of the Local Authority and/or **HES**:

5.1.1 part with occupation of the **Property** or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the **Property** or any part of it;

5.1.2 create a subsequent security over the **Property** or any part of it or convey or otherwise transfer the **Property** or any part of it (otherwise than by mortis causa deed);

5.1.3 make directly or indirectly any application for planning permission in relation to the **Property** or any part of it;

5.1.4 accept a surrender, vary the terms or consent to an assignation of any lease of the **Property** or any part of it;

5.1.5 where the **Grantee** is a tenant under a long lease, (i) the **Grantee** shall observe and perform the tenant's obligations and enforce the due performance and observance of the landlord's obligations under the lease; (c) the **Grantee** shall not vary nor waive nor release any obligations incumbent on the landlord under the lease without the prior written consent of **HES**; and (d) the **Grantee** shall not surrender its interest in the lease nor serve a termination notice on the landlord without the prior written consent of **HES**.

6 **Ultimate Loss Clause**

6.1 The security created by this **Standard Security** shall be a security to **HES** for any balance which may remain due to the **Local Authority** and/or **HES** after applying any payments received by **HES** from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this **Standard Security** and the **Grantee** shall not be entitled to require from **HES** any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the **Grantee** to **HES** or to have the benefit of any securities held by **HES** until the whole amount secured by this **Standard Security** has been paid or settled in full.

And the **Grantee** grants warrandice: IN WITNESS WHEREOF these presents printed on this and the [] preceding pages are executed as follows:



They are subscribed for and on behalf of [
]
by

*Authorised Signatory/Director/Company Secretary
Full Name (Please Print)

at
on
before

Witness
Full Name (Please Print)
Address

*Please delete as applicable



STANDARD CONDITIONS

1. **Maintenance and repair.**

It shall be an obligation on the debtor—

- (i) to maintain the security subjects in good and sufficient repair to the satisfaction of the creditor
- (ii) to permit, after seven clear days notice in writing, the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
- (iii) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.

2. **Completion of buildings etc. and prohibition of alterations etc.**

It shall be an obligation on the debtor—

- (i) to complete, as soon as may be practicable, any unfinished buildings and works forming part of the security subjects to the reasonable satisfaction of the creditor;
- (ii) not to demolish, alter or add to any buildings or works forming part of the security subjects, except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
- (iii) to exhibit to the creditor at his request evidence of that consent, licence or approval.

3. **Observance of conditions in title, payment of duties, charges, etc., and general compliance with requirements of law relating to security subjects.**

It shall be an obligation on the debtor—

- (i) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
- (ii) to make due and punctual payment of any ground burden, teind, stipend, or standard to charge, and any rates, taxes and other public burdens, and any other payments exigible in respect of the security subjects;
- (iii) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.

4. **Planning notices, etc.**

It shall be an obligation on the debtor—

- (i) where he has received any notice or order, issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof, or any proposal so made for the making or issuing of any such notice or order, or any other notice or document affecting or likely to affect the security subjects, to give to the creditor, within fourteen days of the receipt of that notice, order or proposal, full particulars thereof;
- (ii) to take, as soon as practicable, all reasonable or necessary steps to comply with such a notice or order or, as the case may be, duly to object thereto;
- (iii) in the event of the creditor so requiring, to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.

5. **Insurance**

It shall be an obligation on the debtor—



- (i) to insure the security subjects or, at the option of the creditor, to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require;
- (ii) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
- (iii) to pay any premium due in respect of any such policy, and, where the creditor so requests, to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy;
- (iv) to intimate to the creditor, within fourteen days of the occurrence, any occurrence which may give rise to a claim under the policy, and to authorise the creditor to negotiate the settlement of the claim;
- (v) without prejudice to any obligation to the contrary enforceable against him, to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
- (vi) to refrain from any act or omission which would invalidate the policy.

6. Restriction on letting

It shall be an obligation on the debtor not to let, or agree to let, the security subjects, or any part thereof, without the prior consent in writing of the creditor, and "to let" in this condition includes to sub-let.

7. General power of creditor to perform obligations etc. on failure of debtor and power to charge debtor.

- (i) The creditor shall be entitled to perform any obligation imposed by the standard conditions on the debtor, which the debtor has failed to perform.
- (ii) Where it is necessary for the performance of any obligation as aforesaid, the creditor may, after giving seven clear days notice in writing to the debtor, enter upon the security subjects at all reasonable times.
- (iii) All expenses and charges (including any interest thereon), reasonably incurred by the creditor in the exercise of a right conferred by this condition, shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security, and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security, or, where no such rate is prescribed, shall be the bank rate in force at the relevant time.

8. Calling-up.

The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call-up a standard security in the manner prescribed by section 19 of this Act.

9. Default.

9.1 The debtor shall be held to be in default in any of the following circumstances, that is to say

- (i) where a calling-up notice in respect of the security has been served and has not been complied with;
- (ii) where there has been a failure to comply with any other requirement arising out of the security;
- (iii) where the proprietor of the security subjects has become insolvent.

9.2 For the purposes of this condition, the proprietor shall be taken to be insolvent if:-



- (i) he has become notour bankrupt, or he has executed a trust deed for behoof of, or has made a composition contract or arrangement with, his creditors;
- (ii) he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors, or his estate falls to be administered in accordance with an order under section [421 of the Insolvency Act 1986;
- (iii) where the proprietor is a company, a winding-up order has been made with respect to it, or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge.

10 Rights of creditor on default

10.1 Where the debtor is in default, the creditor may, without prejudice to his exercising any other remedy arising from the contract to which the standard security relates, exercise, in accordance with the provisions of Part II of this Act and of any other enactment applying to standard securities, such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.

- (i) he may proceed to sell the security subjects or any part thereof.
- (ii) he may enter into possession of the security subjects and may receive or recover the rents of those subjects or any part thereof.
- (iii) where he has entered into possession as aforesaid, he may let the security subjects or any part thereof.
- (iv) where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or rights of occupancy over the security subjects and to the management and maintenance of those subjects.
- (v) he may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair, and may effect such reconstruction, alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects, and for the aforesaid purposes may enter on the subjects at all reasonable times.
- (vi) he may apply to the court for a decree of foreclosure.

11 Exercise of right of redemption

11.1 The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do, being a notice in writing (hereinafter referred to as a "notice of redemption").

11.2 Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption, or from agreeing to a period of notice of less than that to which he is entitled.

11.3

- (i) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgment signed by the creditor or his agent or a certificate of postage by the person giving the notice



accompanied by the postal receipt shall be sufficient evidence of such notice having been given.

- (ii) If the address of the creditor is not known, or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered, a notice of redemption may be sent to the Extractor of the Court of Session and an acknowledgment of receipt by him shall be sufficient evidence of such notice having been given.
- (iii) A notice of redemption sent by post shall be held to have been given on the day next after the day of posting.

11.4 When a notice of redemption states that a specified amount will be repaid, and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice, the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.

11.5 Where the debtor has exercised a right to redeem, and has made payment of the whole amount due, or has performed the whole obligations of the debtor under the contract to which the security relates, the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.

12 The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects, or any part thereof, and exercising any other powers conferred upon him by the security.

13 Interpretation

In this Schedule, where the debtor is not the proprietor of the security subjects, "debtor" means "proprietor", except

- (a) in standard conditions 9(1), 10(1) and 12, and
- (b) in standard condition 11, where "debtor" includes the proprietor.



LOCAL AUTHORITY TERMS AND CONDITIONS

1 Definitions and Interpretations

A list of defined terms and rules of interpretation for these **Local Authority Terms and Conditions** is contained in Clauses 33 and 34. Where defined terms have been used throughout these **Local Authority Terms and Conditions**, they have been highlighted in bold.

2 The Grant

- 2.1 The **Grant** must be used solely for the purpose of carrying out the **Scheme Works** [and in the provision of the **Property** for the **End Use**];
- 2.2 The **Scheme Works** are to be funded in accordance with the **Scheme Funding**. If there is a variation to the **Scheme Funding**, the **Local Authority** will notify **HES** of the nature and extent of the variation within 7 days of receiving confirmation of the variation from the relevant party and **HES** will be entitled to reduce the amount of the **Grant**, as they consider appropriate, up to a maximum of the amount of the variation (the "**Revised Grant**").
- 2.3 If there is a change to the **Scheme Funding** and the amount of **Grant** already released in accordance with Clause 8 exceeds the amount of the **Revised Grant**, the **Local Authority** will repay to **HES**, within 21 days of demand, any amount released to the **Local Authority** in excess of the **Revised Grant**.
- 2.4 If there is a material change to the **Scheme Funding** **HES** will be entitled to terminate the **Grant Contract** at its discretion.

3 Preconditions

- 3.1 These terms and conditions, are suspensively conditional upon the **Local Authority** exhibiting to **HES** in terms satisfactory to **HES**:
 - 3.1.1 copies of all building warrants, roads authority, planning and listed building consents and all other consents and approvals required by the **Local Authority**, including the consent of any person with an interest in the **Property**, in connection with the **Scheme Works**;
 - 3.1.2 a costed profile of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow in terms satisfactory to **HES** acting reasonably; and
 - 3.1.3 evidence satisfactory to **HES** acting reasonably that the **Local Authority** has sufficient finance set aside and available (taking into account the **Grant**) to enable the **Local Authority** to complete the **Scheme Works**;

[ENTER ANY OTHER PRE-CONDITIONS REQUIRED BY HES FOR RELEASE OF GRANT FUNDS]

- 3.2 The obligations on **HES** under the **Grant Contract** (including, for the avoidance of doubt, the obligation to pay the **Grant**) shall not come into effect until **HES** has notified the **Local Authority** that **HES** has received all of the above **Documents**.
- 3.3 If the preconditions contained in Clause 3.1 are not purified within one month of the date of the **Grant Contract**, **HES** will be entitled to withdraw their consent or, as the case may be, terminate the **Grant Contract**, by notice to this effect.
- 3.4 The **Local Authority** will not commence the **Scheme Works** until **HES** gives its permission in writing, failing which **HES** shall be entitled to terminate the **Grant Contract**.



4 Scheme Works

4.1 In carrying out the **Scheme Works**, the **Local Authority** must:-

- 4.1.2 appoint the **Professional Advisor** and retain his services until the **Scheme Works** have been completed in accordance with Clause 6;
- 4.1.3 procure that the **Scheme Works** are completed (i) in a good and workmanlike manner; (ii) using only good quality materials having regard to the historic fabric of the **Property**; (iii) in accordance with all **Legal Requirements**; (iv) using best industry practice having regard to the historic nature of the **Property**; (v) in accordance with the **Scheme Guidance**; and (v) to a standard acceptable to **HES**;
- 4.1.4 procure that adequate works insurance cover is arranged to protect the historic fabric of the **Property** during the progress of the **Scheme Works** and deliver a copy of the policy to **HES** with, if requested by **HES**, its interest noted on the policy;
- 4.1.5 act as the client for the purposes of the Construction (Design and Management) Regulations 2015;
- 4.1.6 submit photographs of the **Property** and the **Scheme Works** at any time during the **Scheme Works** as are reasonably requested by **HES**; and
- 4.1.7 use **its** reasonable endeavours to complete the **Scheme Works** by the **Target Date** and notify **HES** in writing of any anticipated change to the **Target Date** as soon as reasonably practicable after becoming aware of it.

4.2 No approval of any plans, specifications, drawings or other documents (including the **Scheme Specification**) will impose or be deemed to impose any liability whatsoever on **HES** as to their accuracy or otherwise and these terms and conditions are purely in **HES**'s capacity under Section 4 of the Historic Building and Ancient Monuments Act 1953;

5 Timescale for Scheme Works

- 5.1 The **Local Authority** must use its reasonable endeavours to complete the **Scheme Works** by the **Target Date** and must notify **HES** of any anticipated change to the **Target Date** as soon as reasonably practicable.
- 5.2 If the **Completion Date** has not occurred on or before the **Final Account Deadline** the **Local Authority** must repay to **HES** the **Grant** or such proportion of the **Grant** as **HES** thinks fit in its absolute discretion, within 21 days of demand.
- 5.3 If a **Delay Event** occurs, the **Local Authority** must give written notice to **HES** and the **Local Authority** will be allowed an extension to the **Final Account Deadline** as **HES** deems reasonable in the circumstances.

6 Completion of the Scheme Works

- 6.1 When the **Professional Advisor** believes that the **Scheme Works** are complete, the **Local Authority** will inform **HES** in writing. **HES** will be entitled to inspect the **Property** and if it does not agree that the **Scheme Works** have been practically completed, it will consult with the **Professional Advisor** to draw up a list of outstanding works required to be carried out by the **Local Authority** before **HES** will consider the **Scheme Works** to be practically complete. Once the outstanding works have been carried out, **HES** will be entitled to re-inspect the **Property** and the provisions of this Clause 6.1 will be repeated as often as is necessary changing only such provisions as have to be changed, until **HES** agrees that the **Scheme Works** are practically complete.



- 6.2 In the event of a dispute between the **Local Authority** and **HES** as to whether or not the **Scheme Works** have been practically completed, either the **Local Authority** or **HES** will be entitled forthwith to refer the dispute to an independent architect agreed between them, or in the absence of agreement, to be appointed by the President of the Royal Incorporation of Architects in Scotland on the application of either the **Local Authority** or **HES**. The architect will act as an expert, not an arbiter, and his decision is to include a determination on expenses (failing which the fees will be borne equally by the **Local Authority** or **HES**) and be final and binding for the purposes of this clause only.
- 6.3 The **Local Authority** will, at its own cost, supply to **HES** colour photographs of the **Property** as at the **Completion Date** in a digital jpeg format, or such other format as may be reasonably specified by **HES** from time to time. The photographic material must be of publication quality and include all elevations of the **Property**.
- 6.4 The **Local Authority** must ensure that the **Completion Date** has occurred on or before the **Final Account Deadline**.

7 Inspection

- 7.1 During the progress of the **Scheme Works**, the **Local Authority** will permit **HES** and its representatives to have access to the **Property** at all reasonable times for the purpose of inspection of the state and progress of the **Scheme Works** to ascertain compliance with the terms of these **Local Authority Terms and Conditions**, provided that **HES** (i) complies with all such safety precautions as may be in force from time to time at the **Property**; and (ii) does not issue any directions to any contractor or their representatives in respect of the **Scheme Works**, written or otherwise.
- 7.2 The **Local Authority** will immediately provide any information required by **HES** to allow it to assess whether there has been a breach of the **Grant Contract** and if **HES** decides that there has been a breach, it will be entitled, but not bound, to give notice of the breach to the **Local Authority** which will be obliged to remedy the breach. If the **Local Authority** fails to comply with such a notice it will be deemed to have materially breached the terms of the **Grant Contract** and **HES** will be entitled to terminate the **Grant Contract**, but that without prejudice to any other right **HES** may have against the **Local Authority**.
- 7.3 Inspection of the **Property** by **HES** is purely for its own purposes and shall not be deemed to be any approval of the **Scheme Works** and cannot be relied on by the **Local Authority** for any purpose.

8 Procedure for Release of the Grant

- 8.1 Payment of the **Grant** and any instalment of it, is suspensively conditional on:
- 8.1.2 The **Local Authority** complying with the terms of the **Grant Contract** including their obligations under Clause 11;
- [ENTER ANY OTHER SUSPENSIVE CONDITIONS FOR RELEASE OF THE GRANT]**
- 8.1.3 the **Local Authority** submitting photographs of the **Property** and the **Scheme Works** as at the date identified by **HES** as the mid-point of the **Scheme Works** and as at the **Completion Date**;
- 8.2 Subject to the terms of Clause 8.1, the **Grant** shall be released to the **Local Authority** in accordance with the provisions of the **CARS Contract**.
- 8.3 If the **Actual Grant Eligible Costs** exceed the amount of **Grant** already released by **HES** to the **Local Authority** under Clause 8.2, the **Local Authority** will repay the excess to **HES** within 21 days of demand.



8.4 It is not intended by the **Grant Contract** to confer any benefit on any third party.

9 Final Accounts

9.1 The **Local Authority** must submit the **Final Accounts** to **HES**, on or before the **Final Account Deadline**, failing which any part of the **Grant** not paid as at that date shall be retained by **HES** and the **Grant** shall be reduced accordingly.

9.2 If a **Delay Event** occurs, the **Local Authority** must give written notice to **HES** and the **Local Authority** will be allowed an extension to the **Final Account Deadline** as **HES** deems reasonable in the circumstances.

9.3 **HES** shall notify the **Local Authority** as soon as reasonably practicable after the date on which the **Local Authority** submits the **Final Accounts**, to confirm:-

9.3.1 whether the **Final Accounts** are approved;

9.3.2 whether any further information is required to be submitted before the **Final Accounts** can be approved, in which case the **Local Authority** shall be obliged to submit such information to **HES**; or

9.3.4 whether the **Final Accounts** are not approved.

9.4 If, following inspection of the **Scheme Works** and/or the **Final Accounts**, **HES** determines (i) that the actual costs incurred by the **Local Authority** are less than the anticipated costs set out in the **Costed Profile**, or (ii) costs have been accounted for in the **Final Accounts** which are not **Grant Eligible Costs**; **HES** will be entitled to reduce the amount of the **Grant** as it considers appropriate and, in the event that the amount of the **Grant** already released exceeds the reduced amount, the **Local Authority** will repay the excess to **HES** within 15 **Working Days** of demand.

10 Undertakings

10.1 End Use

Following the **Completion Date**, the **Local Authority** must make the **Property** available for the **End Use** until the end of the **Control Period**.

10.2 Repair and Maintenance

Following the **Completion Date**, until the end of the **Control Period**, the **Local Authority** must:-

10.2.1 repair and maintain the **Property** so as to keep it in good repair and condition to the reasonable satisfaction of **HES** who, in determining the standard of repair and maintenance required, will have regard to the historic and architectural importance of the **Property** as part of the Nation's heritage;

10.2.3 have the fabric of any building on the **Property** inspected every 5 years by a registered architect who is a member of the Royal Incorporation of Architects in Scotland or by a building surveyor who is registered with the Royal Institution of Chartered Surveyors in Scotland, and submit a copy of their report to **HES** as soon as possible after their inspection; and

10.2.4 submit photographs of the **Property** to **HES** showing the state of repair and condition of the **Property** as are reasonably requested by **HES**.



10.3 Not to Alter

Following the **Completion Date**, until the expiry of the **Control Period**, the **Local Authority** must not alter, extend or demolish the **Property** or any part of it without the prior written approval of **HES**.

10.4 Insurance

10.4.1 The **Local Authority** must maintain the **Insurance Policy** throughout the **Control Period** and exhibit to **HES** within 10 **Working Days** of demand a copy of the **Insurance Policy** and the current certificate of insurance in respect of the **Property** with, if requested by **HES**, its interest noted on the **Insurance Policy**.

10.4.2 The **Local Authority** must use all money received under the **Insurance Policy** as soon as reasonably practicable in making good the damage giving rise to the claim for which the money was paid as far as practicable with such similar dimensions and characteristics as the **Property** before such damage or destruction.

10.5 Publicity

10.5.1 The **Local Authority** must permit **HES** and the Scottish Government to publicise the **Property** in any publication or on the website of **HES** or that of the Scottish Government.

10.5.2 The **Local Authority** must (i) publicise on the **Local Authority's** website; and (ii) ensure (as far as is possible and reasonable) that any press release, statement or publicity issued by the **Local Authority** and relating to the **Property** or the **Scheme Works**; mentions the **Grant** from **HES**.

10.5.3 The **Local Authority** must not make any announcement or issue any statement, press release or other publicity before **HES** has made public the award of the **Grant** to the **Local Authority**.

10.6 Provision of Information

The **Local Authority** must immediately provide any information required by **HES** to allow **HES** to assess whether there has been a breach of the **Grant Contract**.

10.7 Inspection

The **Local Authority** must allow **HES** and its representatives access to the **Property** for the purpose of inspection in order for **HES** to check whether the **Local Authority** is complying with the terms of the **Grant Contract**.

10.8 Public Access

10.8.1 The **Local Authority** must arrange for access to the **Property** from and after the **Completion Date** throughout the remainder of the **Control Period** either to (i) the interior of the **Property** for a minimum of 25 days each year between the months of May and September, at least 10 of which will be at weekends; (ii) the **Property** by appointment; (iii) the **Property** on doors open day or other similar scheme; and (iv) the **Property** by reason of its use, as directed by **HES** from time to time.

10.8.2 The **Local Authority** shall arrange that the access arrangements detailed in Clause 10.8.1 will be publicised (i) [in local or national newspapers at least three times a year; through specialist and historic buildings or tourist guides; and by written



notification to the local tourist office; (ii) in local or national newspapers at least once a year; through specialist historic buildings or tourist guides; and by written notification to the local tourist office; and/or (iii) by posters or leaflets displayed in the locality of the **Property** and by written notification to the local tourist board; as directed by **HES** from time to time.

- 10.8.3 The **Local Authority** must not, without the prior written approval of **HES** (i) charge members of the public an admission fee to access the **Property**; (ii) increase any admission fee charged above the annual rate of inflation (being the rate of inflation indicated by the Consumer Price Index published in April of each year by the Office of National Statistics or such other rate nominated by **HES** acting reasonably) in any one year; and/or (iii) vary the parts of the **Property** for which an admission fee is charged.

10.9 Disposal

The **Local Authority** must notify **HES** immediately if the **Local Authority** intends to **Dispose** of the **Property**, or any interest in it, within the **Control Period**.

10.10 Letting

The **Local Authority** must not let or agree or allow any sub-letting of the **Property** for a term of 20 years or less, without the prior written consent of **HES**.

10.11 Fraud etc

The **Local Authority** must have appropriate policies in place to reduce the risk of fraud, bribery and corruption within the **Local Authority**.

10.12 Living Wage

Unless otherwise approved by **HES**, the **Local Authority** must ensure that the **Local Authority** pays each of its employees at least the rate of the living wage published by the Living Wage Foundation from time to time.

10.13 Legal Requirements

The **Local Authority** must comply with all **Legal Requirements** in relation to the **Property** or the **End Use** during the **Control Period**.

10.14 Recovery Event

The **Local Authority** must inform **HES** as soon as the **Local Authority** becomes aware of the occurrence of an event listed in Clause 20.

11 Title conditions and delivery of documentation

- 11.1 Where the **Local Authority** is obtaining an interest in the **Property** simultaneously with the grant of the **Conservation Burden**, which will result in the first registration of the **Local Authority's** interest in the **Property** in the Land Register of Scotland, or otherwise where the grant of the **Conservation Burden** has triggered a first registration of the **Local Authority's** interest in the **Property** in the Land Register of Scotland deliver to the **Local Authority** at settlement, the following items:-

- 11.1.1 a valid marketable title, subject to no servitudes and containing no onerous or unusual real burdens affecting the **Property**;



- 11.1.2 a plan or bounding description sufficient to enable the **Property** to be identified on the cadastral map;
- 11.1.3 evidence (such as a Plans Report) that the description of the **Property** as contained in the title deeds is habile to include the whole of the occupied extent and that there is no conflict between the extent of the **Property** and any registered cadastral unit;
- 11.1.4 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Local Authority's** interest in the **Property**; (ii) **Advance Notices** in respect of the Disposition in favour of the **Local Authority** (in a form adjusted with **HES**) to be either (a) entered on the application record for the **Property** or (b) recorded in the Register of Sasines; and (iii) no other **Advance Notices** in respect of the **Property**; and
- 11.1.5 (save where the **Local Authority** is already the heritable proprietor and the grant of the **Conservation Burden** has triggered a first registration in the Land Register) a **validly executed** disposition of the **Property** in favour of the **Local Authority**, together with signed Land Register Application form (providing for payment of registration dues by the **Local Authority** by Direct Debit or otherwise with a cheque for the registration dues of the said disposition;
- 11.2 Where the **Local Authority's** interest in the **Property** is registered in the Land Register of Scotland, deliver to **HES** at settlement:-
- 11.2.1 either (i) a Land Certificate (containing no exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979), (ii) a Title Sheet (containing no exclusion or limitation of warranty under Section 75 of the Land Registration etc (Scotland) Act 2012; or, (iii) if the Land Certificate or Title Sheet as the case may be has not been released by the Keeper pending a previous application(s), then certified copies of all documents sent to the Keeper in support of the outstanding application(s) or required by the Keeper to process the outstanding application(s), together with any Legal Reports and Plans Reports, Form 10 or Form 12 report(s) (and any updated reports) and (if appropriate) the Form P16 or Form P17 report and the Land Register receipts in respect of the outstanding application(s);
- 11.2.2 all necessary links in title evidencing the **Local Authority's** exclusive ownership of the **Property**;
- 11.2.3 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Local Authority's** interest in the **Property**; (ii) an **Advance Notice** in respect of the Disposition in favour of the **Grantee** (in a form adjusted with **HES**) to be entered on the application record for the **Property**; and (iii) no other **Advance Notices** in respect of the **Property**;
- 11.3 At settlement, deliver a search in the Register of Community Interests in Land brought down to as near as practicable to settlement disclosing no entries affecting the **Property**;
- 11.4 Where the **Conservation Burden** is to be registered in the Land Register of Scotland, the **Local Authority** will deliver to **HES**, on demand from time to time and at the **Local Authority's** expense, such documents and evidence as the Keeper may require to enable the Keeper to update or create (as the case may be) the Title Sheet of the **Property** to disclose the **Local Authority** as the registered proprietor of the whole of the **Property**. The updated or newly created Title Sheet of the **Property** will contain no exclusion or limitation of warranty in terms of Section 75 of the Land Registration etc (Scotland) Act 2012 Act; (b) disclose no entry, deed or diligence prejudicial to the interest of **HES** other than such as are created by or against **HES** or have been disclosed to, and accepted in writing by, **HES** prior to settlement.
- 11.5 At settlement, where the **Local Authority** is the proprietor of the **Property**, deliver a **validly executed Conservation Burden** by the **Local Authority** or, if the **Local Authority** is a tenant



under a lease of more than 20 years, deliver a **validly executed Conservation Burden** by the proprietor of the **Property**.

The cost of all searches, **Advance Notices** and registration or recording dues are to be met by the **Local Authority**.

12 Monitoring and Reporting

- 12.1 The **Local Authority** shall closely monitor the delivery and success of the **Scheme Works** to ensure that the aims and objectives of the **Scheme Works** are being met and that these **Local Authority Terms and Conditions** are being adhered to.
- 12.2 Where the **Local Authority** has obtained funding from a third party for its delivery of part of the **Scheme Works**, the **Local Authority** shall include the amount of such funding in its financial reports to **HES**, together with details of what that funding has been used for.
- 12.3 The **Local Authority** shall on request provide **HES** with such information, explanations and documents as **HES** may require in order for it to establish that the **Grant** has been used properly in accordance with these **Local Authority Terms and Conditions**.
- 12.4 The **Local Authority** shall permit any person authorised by **HES** such access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the **Local Authority's** fulfilment of the conditions of these **Local Authority Terms and Conditions** and shall, if so required, provide appropriate oral or written explanations from them.
- 12.5 The **Local Authority** shall provide **HES** with a final report at the **Completion Date**, which shall confirm whether the **Scheme Works** have been successfully and properly completed.
- 12.6 The **Local Authority** must submit the Monitoring Report annually to **HES** during the **Control Period**.

13 Publicity

- 13.1 The **Local Authority** will display at or near the **Property** and in a prominent position for the duration of the **Scheme Works** a sign supplied by **HES** publicising the support given by **HES** and, if required by **HES**, an interpretation board detailing the history of the **Property** and the **Scheme Works**, in a form to be approved by **HES**.
- 13.2 **HES** will be entitled to publicise the **Property** in any publication or on the website of the Scottish Government or **HES**.
- 13.3 The **Local Authority** will ensure, as far as is possible and reasonable, that any press release, statement or publicity issued by the **Local Authority** relating to the **Property** or **Scheme Works**, shall not be issued without the prior written consent of the **Local Authority**, such consent not to be unreasonably withheld, and shall make mention of the **Grant** from **HES**.

14 Intellectual Property Rights

- 14.1 The **Local Authority**, as from the date of the **Grant Contract**, grants the **Licence** to **HES** for such purposes as **HES** reasonably determine from time to time, including (i) safeguarding Scotland's built heritage; (ii) promoting the understanding and enjoyment of Scotland's built heritage; and (iii) maintaining a public record of the **Scheme Works**.
- 14.2 On the request of **HES**, the **Local Authority** will promptly provide (i) copies of all **Data** covered by the **Licence**; and (ii) a clear written explanation of any **Use** of any **Third Party Data** which would infringe the intellectual property rights of any third party or breach any obligation of confidence owed by the **Local Authority**.



- 14.3 The **Local Authority** warrants that **Use** by **HES** (and appointed sub-licensees) of any **Data** will not breach the intellectual property rights of any third party, other than to the extent specifically disclosed in accordance with Clause 14.2.
- 14.4 Nothing in these terms and conditions is intended to transfer any intellectual property rights to the **Local Authority** and, unless otherwise stated, the **Local Authority** will **Use Data** provided to it by **HES** pursuant to the **Scheme Works** solely for the purpose of carrying out the **Scheme Works** and for future conservation of the **Property**.

15 Confidentiality

- 15.1 Subject to Clause 16, the **Local Authority** shall not (except as required by law, by any governmental or regulatory authority or as authorised by **HES**) during the period of these **Local Authority Terms and Conditions** or after its termination (howsoever arising):

15.1.1 use, exploit or disclose to any person, company or other organisation whatsoever (and shall use its best endeavours to prevent the use or communication of) any **HES Confidential Information** that it creates, develops, receives or obtains in connection with these **Local Authority Terms and Conditions**. This restriction does not apply to the extent that the **Local Authority** is required to disclose **HES Confidential Information** by law, a court of competent jurisdiction or the rules of any applicable governmental or regulatory body or any information that is or comes in the public domain other than through unauthorised disclosure by the **Local Authority**; or

15.1.2 make (other than for the benefit of **HES**) any record (whether on paper, computer memory, disc or otherwise) or copy containing **HES Confidential Information** or use such records (or allow them to be used) other than for the benefit of **HES**. All such records (and any copies of them) shall be the property of **HES**.

- 15.2 The **Local Authority** shall:

15.2.1 keep any **HES Confidential Information** obtained as a result of these **Local Authority Terms and Conditions** secret;

15.2.2 not use or directly or indirectly disclose any such **HES Confidential Information** (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of **HES**;

15.2.3 use best endeavours to ensure that no person gets access to **HES Confidential Information** unless authorised to do so; and

15.2.4 inform **HES** immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such **HES Confidential Information**.

- 15.3 **HES** reserves all rights in **HES Confidential Information**. No rights in respect of **HES Confidential Information** are granted to the **Local Authority**.

16 Data Protection, Freedom of Information and Records Management

- 16.1 For the purposes of the Data Protection Act 1998 ("DPA"), **HES** and the **Local Authority** agree that they shall each be the **Data Controllers** and shall (and shall procure that any of their staff involved in connection with the activities under these **Local Authority Terms and Conditions** shall) duly observe all their obligations under the **DPA**, including, but not limited to, any notification requirements which arise in connection with any **Personal Data** processed by them pursuant to these **Local Authority Terms and Conditions**.



- 16.2 In the event that the **Local Authority** is required to disclose any **Personal Data** to **HES** of which the **Local Authority** is the **Data Controller**, the **Local Authority** shall obtain the consent of the **Data Subjects** to the disclosure of their **Personal Data** to **HES** for the purposes specified by **HES**.
- 16.3 In the event that the **Local Authority processes Personal Data** on behalf of **HES** pursuant to these **Local Authority Terms and Conditions** of which **HES** is the **Data Controller** ("**HES Personal Data**"), the **Local Authority** shall be the **Data Processor** of such **HES Personal Data**. As **Data Processor**, the **Local Authority** undertakes:
- 16.3.1 to not process **HES Personal Data** for any purpose other than for the purposes of these **Local Authority Terms and Conditions**;
- 16.3.2 to put in place appropriate technical and organisational processes and procedures to safeguard against any unauthorised and unlawful **processing** of, and against accidental loss or destruction of, or damage to, **HES Personal Data**;
- 16.3.3 that any of its employees who will have access to **HES Personal Data** have undergone data protection training and are aware of their obligations under the **DPA**;
- 16.3.4 to assist **HES** with all requests which may be received from **Data Subjects** in relation to **HES Personal Data** under the **DPA** and to notify **HES** of any such request within five **Working Days** of receipt;
- 16.3.5 to provide **HES** with such information as **HES** may require to satisfy itself that the **Local Authority** is complying with its obligations under the **DPA**;
- 16.3.6 to notify **HES** immediately if it receives a complaint, notice or any other communication concerning the **Local Authority's processing** of **HES Personal Data**;
- 16.3.7 to notify **HES** of any breach of the security measures required to be put in place by the **Local Authority** pursuant to Clause 16.3.2; and
- 16.3.8 to indemnify **HES** fully on demand against all losses, liabilities, damages, costs, claims, demands and expenses of whatsoever nature and howsoever incurred by **HES** arising from any breach by the **Local Authority**, or any of its employees, of this Clause 16.3.
- 16.4 The **Local Authority** acknowledges that **HES** is subject to the requirements of the Freedom of Information (Scotland) Act 2002 ("**FOISA**") and the Environmental Information (Scotland) Regulations 2004 ("**EISR**") and shall assist and co-operate with **HES** (at the **Local Authority's** expense) to enable **HES** to comply with the information disclosure requirements of the **FOISA** and the **EISR**. The **Local Authority** shall and shall procure that its subcontractors shall:
- 16.4.1 transfer requests for information received under the **FOISA** and the **EISR** ("**Request for Information**") to **HES** as soon as practicable after receipt and, in any event, within two **Working Days** of receiving a **Request for Information**;
- 16.4.2 provide **HES** with all necessary assistance as requested by **HES**, including all information within its possession, to enable **HES** to respond to a **Request for Information** within the time limit for compliance set out within the **FOISA** or the **EISR**; and
- 16.4.3 not respond directly to a **Request for Information** unless expressly authorised to do so by **HES**.



16.5 The **Local Authority** agrees that:

16.5.1 **HES** shall be responsible for determining at its absolute discretion whether any information which it has received from the **Local Authority** pursuant to these **Local Authority Terms and Conditions**, any information relating to the **Grant** or any information produced in the course the **Grant** ("**Information**") is exempt from disclosure in accordance with the provisions of the **FOISA** or the **EISR** and whether the **Information** is to be disclosed in response to a **Request for Information**; and

16.5.2 **HES** may disclose Information in response to a **Request for Information** without consulting the **Local Authority** or following consultation with the **Local Authority** and having taken its views into account, provided always that **HES** shall not be bound to take the **Local Authority's** views into account when determining whether to disclose **Information** in response to a **Request for Information**.

16.6 The provisions of this Clause 16 shall apply during the continuance of these **Local Authority Terms and Conditions** and after its termination howsoever arising.

16.7 The **Local Authority** shall provide **HES** with all assistance reasonably requested by **HES** to assist **HES** in complying with its obligations under the Public Records (Scotland) Act 2011 ("**PRSA**") and with **HES's** Records Management Plan where such compliance is in respect of records created or to be created by the **Local Authority** on behalf of **HES** in terms of the **Grant Contract**. This assistance will be at no cost to **HES**.

16.8 The **Local Authority** shall in respect of records created during the term of these **Local Authority Terms and Conditions** for the duration set out for that class of record in the **Local Authority's Retention Schedule** after the termination or expiry of the **Grant Contract**, comply with the **Records Management Provisions** notified by **HES** to the **Local Authority** from time to time.

16.9 In this Clause 16, "**Records Management Plan**" means the plan prepared by **HES** and approved by the Keeper of the Records of Scotland under Section 1 of the **PRSA**; "**Records Management Provisions**" refers to the policies, procedures and arrangements for the management and preservation of the records created by the **Local Authority** further to the **Grant Contract**; and "**Local Authority's Retention Schedule**" refers to those parts of the **Records Management Provisions** relating to how long particular records or classes of records created or managed by the **Local Authority** are to be retained for after they have come to the end of their normal operational use.

16.10 At the end of the relevant period set down in the **Local Authority's Retention Schedule** for a particular record or class of records, then if the **Local Authority's Retention Schedule** for that record or class of records lists the final disposal of the record or class of records as "Pass to **HES**", the **Local Authority** shall offer to transfer the records in question to **HES**, such transfer to include full ownership of the records (including transfer of the status of **Data Controller** of any **Personal Data** contained in the records, full beneficial ownership and transfer of any **Intellectual Property Rights** relating to the records.) The transfer shall be at no cost to **HES**. The **Local Authority** shall ensure that all relevant indices and any other relevant information reasonably required to locate individual items within the records, including metadata and database schema, are also offered to **HES** on the same terms.

16.11 If the **Local Authority** ceases to exist then the records which would, in terms of Clause 16.10, fall to be offered to **HES** at the time stipulated in the **Local Authority's Retention Schedule**, shall be deemed to be held on trust by the **Local Authority** on behalf of **HES**. The **Local Authority** shall thereafter, if and when so required by **HES**, transfer the records in question to **HES**, such transfer to be on the same terms as would apply to a transfer made in terms of Clause 16.10.



17 Anti-Discrimination

- 17.1 The **Local Authority** shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.2 The **Local Authority** shall take all steps to secure the observance of Clause 17.1 by all servants, employees or agents of the **Local Authority** and all suppliers and sub-contractors engaged in connection with completion of the **Scheme Works**.
- 17.3 The **Local Authority** shall comply with the Equality Act 2010.

18 Human Rights

- 18.1 The **Local Authority** shall (and shall use all endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of these **Local Authority Terms and Conditions**.
- 18.2 The **Local Authority** shall undertake, or refrain from undertaking, such acts as **HES** requests so as to enable **HES** to comply with its obligations under the Human Rights Act 1998.

19 HES Capacity

- 19.1 No approval of any plans, specifications, drawings or other documents (including the **Scheme Specification**) will impose or be deemed to impose any liability whatsoever on **HES** as to their accuracy or otherwise and these **Local Authority Terms and Conditions** is made purely in **HES's** capacity as a grant funder under Section 11 of the Historic Environment Scotland Act 2014.
- 19.2 Inspection of the **Property** in terms of the **Grant Contract** by **HES** is purely for its own purposes and shall not be deemed to be any approval of the **Scheme Works** and cannot be relied on by the **Local Authority** for any purpose.

20 Recoverability of Grant

- 20.1 **HES** hereby notifies the **Local Authority** that the **Grant** is being made under Section 11 of the Historic Environment Scotland Act 2014 and that **HES** is entitled to recover the **Grant** or such proportion of it as it thinks fit (but in no event shall the amount recovered exceed the amount of the grant actually paid to the **Local Authority**):-
- 20.1.1 from the **Local Authority**, if at any time any condition of the **Grant Contract** or the **Conservation Burden** is contravened or not complied with;
- 20.1.2 from the **Local Authority** if, during the **Recovery Period**, the **Local Authority Disposes** of their interest in the **Property**; and/or
- 20.1.3 from any donee of the **Local Authority** who has become entitled by way of gift from the **Local Authority** of the whole or part of their interest in the **Property**, whether directly or indirectly (but otherwise than by will) (the "**Donee**"), if, during the **Recovery Period**, the **Donee Disposes** of their interest in the **Property** or part thereof.
- 20.2 The **Local Authority** and/or the **Donee** must notify **HES** immediately if they intend to **Dispose** of their interest in the **Property** within the **Recovery Period**.
- 20.3 Where **HES** are entitled to recover all or any part of the **Grant** under Clauses 20.1.2 or 20.1.3, they shall calculate the amount due on the following basis (or such other basis as **HES** shall notify from time to time):-



Year from date of grant in which claw back event occurs	Percentage of original grant to be recovered
0-1	100%
1-2	93%
2-3	86%
3-4	79%
4-5	72%
5-6	65%
6-7	58%
7-8	51%
8-9	44%
9-10	37%
10-11	30%
11-12	24%
12-13	18%
13-14	12%
14-15	6%
15+	0%

- 20.4 **HES** is entitled to (i) re-assess, vary, make a deduction from, withhold or recover the **Grant** (or such proportion of it as **HES** thinks fit); (ii) charge **Interest** on any sums recovered from the date of payment of the **Grant** until repaid; and/or (iii) to terminate the **Grant Contract**; if:-
- 20.4.1 the total cost of the **Scheme Works** is less than the **Grant**;
- 20.4.2 **HES** has overpaid the **Grant**;
- 20.4.3 during the **Control Period**, the **Local Authority Disposes** of its interest in the **Property**;
- 20.4.4 at any time, any condition of the **Grant Contract** and/or the **Conservation Burden** is contravened or not complied with and, if the breach is capable of remedy, the **Local Authority** has been given notice of it and has failed to remedy it within the period of time specified in the notice;
- 20.4.5 the **Completion Date** has not occurred by the **Final Account Deadline**;
- 20.4.6 if **HES** do not approve the **Final Accounts** in accordance with Clause 9;
- 20.4.7 **HES** considers that any information provided by the **Local Authority** in the **Application** and/or in terms of the **Grant Contract** is fraudulent, incorrect or misleading or the **Local Authority** has failed to provide information which would have been relevant to **HES** in approving the **Grant** or determining any matter in terms of the **Grant Contract**;
- 20.4.8 the **Local Authority** does anything which in **HES's** opinion brings **HES** into disrepute;
- 20.4.9 the **Local Authority** does not use the **Grant** or any part of it for the purposes of the **Scheme Works**;
- 20.4.10 the **Local Authority** fails to notify **HES** of duplicate public funding in respect of any part of the **Scheme Works** or any related administration costs that **HES** is funding under these **Local Authority Terms and Conditions**;



- 20.4.11 the **Grant** is incompatible with the European Commission rules on state aid or if recovery of the **Grant** is ordered by the European Commission;
- 20.4.12 the **Local Authority** commits a **Prohibited Act**;
- 20.4.13 the **Local Authority** in **HES's** opinion (acting properly) completed the application for the **Grant** fraudulently or misleadingly in any material particular;
- 20.4.14 the **Local Authority** in **HES's** opinion (acting properly) acted fraudulently or negligently in carrying out the **Scheme Works**;
- 20.4.15 a heritable creditor validly serves a Calling Up Notice or a Notice of Default in terms of the **1970 Act** and the **Grantee** fails to comply with the terms specified in such Calling Up Notice or Notice of Default or the **Grantee** otherwise fails to make a successful application to the court for warrant under Section 24 of the **1970 Act**;
- 20.4.16 **HES** is not satisfied with any amounts in the **Monthly Valuations**;
- 20.4.17 if **HES** agrees that the **Property** cannot be reinstated following damage by fire, civil commotion, explosion, impact by aircraft, flood, storm, tempest, lightning, heave, subsidence;
- 20.4.18 if the **Property** ceases to be used for the **End Use**; or
- 20.4.19 where the **Local Authority** is a tenant under a long lease, the **Local Authority** assigns, sub-lets or renounces their interest in the **Property**, or the lease terminates in any other way.
- 20.5 Repayment of the **Grant** in terms of this Clause 20 may not be required if any default is capable of being, and is, rectified within whatever period **HES** prescribes, or in relation to any discreet element of the **Scheme Works** which has been completed and whose benefit **HES** agrees is not jeopardised by failure to complete the remainder.
- 20.6 The events specified in this Clause 20 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 **Grantee** is in default entitling **HES** to exercise their remedies as heritable creditor in terms of the **1970 Act**.
- 20.7 A certificate by **HES** 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 **Local Authority** to **HES**.
- 20.8 Any sums to be recovered from the **Local Authority** by **HES** in terms of this Clause 20 shall be paid by the **Local Authority** to **HES** within 15 **Working Days** of demand.

21 Notices

Any notice under the **Grant Contract** must be in writing. Any notice to **HES** will be deemed to be effectively given if it is sent through the post by recorded delivery to Historic Environment Scotland, Longmore House, Salisbury Place, Edinburgh EH9 1SH or otherwise as directed in writing by **HES**. Any notice to the **Local Authority** will be deemed to be effectively given if it is sent through the post by recorded delivery to the **Local Authority** at their principal office. Any such notice served by post will be deemed to have been served at the expiration of 2 **Working Days** after it has been posted and in proving service of said notice it will be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and any notice served by facsimile will be deemed to have been served when received legibly and in full by the recipient.



22 Arbitration

Without prejudice to any specific provision of the **Grant Contract**, if a dispute or disagreement arises as to the interpretation of any provision of the **Grant Contract**, it shall within 10 **Working Days** be referred to the decision of a single arbitrator mutually agreed for that purpose or, failing agreement, to be appointed at the request of either party by the Scottish Arbitration Centre and the arbitration shall be carried out under the Scottish Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland and the language of the arbitration shall be English.

23 Expenses

23.1 **The Local Authority** will pay to **HES** within 10 **Working Days** of demand all costs, charges and expenses incurred by **HES** in the enforcement of the conditions of the **Grant Contract**, and/or the **Conservation Burden**.

23.2 If **HES** consents to any variation of the **Grant Contract**, and/or the **Conservation Burden**, the **Local Authority** will be responsible for meeting all costs properly incurred (including any internal administration charge of **HES**) in documenting the variation.

23.3 **The Local Authority** will be responsible for all costs incurred by **HES** (including any internal administration charge of **HES**) properly incurred in dealing with the grant of a discharge of the **Conservation Burden** either at the end of the **Control Period** or in the event of earlier repayment of the **Grant**.

24 Interest

The Local Authority will pay to **HES Interest** on any sum which becomes due and payable to **HES** from the date the sum becomes due and payable until paid.

25 Discharge

In the event that the **Local Authority** opts to repay the whole of the **Grant**, **HES** will discharge the **Conservation Burden**, in return for full repayment of the **Grant** together with **Interest** incurred from the date of payment of the **Grant** by **HES** until repaid.

26 State Aid

The parties acknowledge that the **Grant** is being made available to the **Grantee** under the provisions of the Historic Scotland Culture and Heritage Infrastructure Scheme 2014-2020 SA.41194.

27 Assignment

27.1 **The Local Authority** may not, without the prior written consent of **HES**, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of these **Local Authority Terms and Conditions** or, except as contemplated as part of the **Scheme Works**, transfer or pay to any other person any part of the **Grant**.

27.2 **HES** may assign, transfer, sub-contract or in any other way make over to any third party the benefit and/or burden of these **Local Authority Terms and Conditions**.

28 Waiver

No failure or delay by either **HES** or the **Local Authority** to exercise any right or remedy under these **Local Authority Terms and Conditions** shall be construed as a waiver of any other right or remedy.



29 No Partnership or Agency

These **Local Authority Terms and Conditions** shall not create any partnership or joint venture between the **Local Authority** and the **Grantee**, nor any relationship of principal and agent, nor authorise either of them to make or enter into any commitments for or on behalf of the other.

30 Binding Nature of Local Authority Terms and Conditions

These **Local Authority Terms and Conditions** shall be binding upon and inure to the benefit of the parties and their respective successors and permitted transferees and assignees.

31 Registration

HES and the **Local Authority** consent to registration of the **Grant Contract** and any contract for **Supplementary Grant** for preservation and execution.

32 Governing Law

This **Local Authority Terms and Conditions** shall be governed and construed in accordance with the law of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish Courts.

33 Definitions

Unless the context otherwise requires, in these terms and conditions the following expressions shall have the following meanings:-

- 33.1 "**Actual Grant Eligible Costs**" means the sum as set out in and calculated in accordance with the **Local Authority Notification**;
- 33.2 "**Advance Notice**" means an advance notice as defined in Section 56 of the Land Registration (Scotland) Act 2012;
- 33.2 "**Application**" means the **Local Authority's** application for grant in respect of the **Scheme Works** and approved by **HES**;
- 33.4 "**Bribery Act**" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
- 33.5 "**CARS Contract**" means the contract constituted by offer of grant issued by **HES** to the **Local Authority** of which these **Local Authority Terms and Conditions** form part as accepted, varied, or amended from time to time;
- 33.6 "**Completion Date**" means the date that **HES** consider the **Scheme Works** to be practically complete in terms of Clause 6.1 or such later date as agreed between **HES** and the **Local Authority** or as determined under Clause 6.2;
- 33.7 "**Conservation Burden**" means the deed of conservation burdens to be granted by the **Local Authority** to **HES** substantially in the form of the draft conservation burden (with the relevant information inserted therein) annexed and executed as relative hereto;
- 33.8 "**Control Period**" means the period of 15 years from the later of (i) the date of acceptance of the **Local Authority Notification**; or (ii) the date of registration/recording of the **Conservation Burden** in the property registers;



- 33.9 “**Costed Profile**” means the costed profile of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow;
- 33.10 “**Data**” means data, text, drawings, diagrams, images, and sounds recorded in any electronic or tangible medium, or parts thereof;
- 33.11 “**Data Controller**” has the meaning given to it in Section 1 of the DPA;
- 33.12 “**Data Processor**” has the meaning given to it in Section 1 of the DPA;
- 33.13 “**Data Subject**” has the meaning given to it in Section 1 of the DPA;
- 33.14 “**Delay Event**” means any event which causes a delay in completion of the **Scheme Works** attributable to (i) exceptionally inclement weather; (ii) civil commotion or labour disputes; (iii) shortage of materials; or (iv) any other matter which in the reasonable opinion of **HES**, is beyond the control of the **Local Authority** or the contractor appointed under the **Scheme Contract**;
- 33.14 “**Dispose**” means any disposal relating to the whole or part of the **Property** by way of sale, exchange or lease for a term of not less than 21 years;
- 33.15 “**End Use**” means the use identified as the end use in the **Local Authority Notification**;
- 33.16 “**Final Accounts**” means the final accounting under the **Scheme Contract**;
- 33.17 “**Final Account Deadline**” means the date specified as the **Final Account Deadline** in the **Local Authority Notification**;
- 33.18 “**Financial Year**” means 1 April to 31 March or such other dates as **HES** may determine in each year during the progress of the **Scheme Works**;
- 33.19 “**Grant**” means the amount identified in the **Local Authority Notification**;
- 33.20 “**Grant Contract**” means the **Local Authority Notification** as consented to by **HES** and these **Local Authority Terms and Conditions**;
- 33.21 “**Grant Eligible Costs**” means that proportion of the cost of implementing the **Scheme Works** as is deemed by **HES** to be eligible for grant assistance;
- 33.22 “**HES**” means Historic Environment Scotland, a non-departmental public body incorporated under the Historic Environment Scotland Act 2014, being a registered Scottish Charity (SC045925) and having its principal place of business and registered Charity address at Longmore House, Salisbury Place, Edinburgh, EH9 1SH;
- 33.23 “**HES Confidential Information**” means all technical or commercial know-how, specifications, inventions, processes, initiatives and all information (however recorded or preserved) which are of a confidential nature and have been disclosed or made available (directly or indirectly) to the **Local Authority** by **HES**, **HES**’s employees, agents, consultants, officers, representatives, advisers or subcontractors, and any other confidential information concerning **HES**’s plans, suppliers, affairs, intentions or market opportunities which the **Local Authority** may obtain as a consequence of these **Local Authority Terms and Conditions**;
- 33.24 “**Insurance Policy**” means a policy of insurance over the **Property** to cover the risks of fire, civil commotion, explosion, impact by aircraft, flood, storm, tempest, lightning, heave, subsidence, public liability and such other risks as **HES** may require provided that such other risks are available on normal commercial terms and conditions in the UK insurance market, but expressly providing that the risks of storm, tempest, heave and subsidence are only to be insured against once enough repairs have been carried out to the **Property** to render them in a



condition where cover for such risks is reasonably obtainable by you, and that for such sums as **HES** shall from time to time consider sufficient to cover the full cost of rebuilding or reinstating the **Property** together with an amount to cover architects', engineers' surveyors' and other professional fees, the cost of demolition, site clearance, temporary hoarding and other works that may be required in law and incidental expenses and all Value Added Tax on such costs and others;

- 33.25 “**Intellectual Property Rights**” means all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and **Know-How** however arising for their full term and any renewals and extensions;
- 33.26 “**Interest**” means interest at a rate of 4 per centum above the base lending rate from time to time of the Royal Bank of Scotland PLC or such other rate as specified by **HES** from time to time acting reasonably;
- 33.27 “**Know-How**” means information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale;
- 33.28 “**Legal Requirement**” means any requirement in respect of or affecting the **Property** or its use under all European Community regulations and directives, common law, statute, statutory provision (including any subordinate legislation), instrument, rule or regulation under or in pursuance of any Act of Parliament, by-law, regulation, public or local policy or order made by, or any requirement of any competent statutory, public or local authority or the decision of any court of competent jurisdiction;
- 33.29 “**Licence**” means a perpetual, irrevocable, transferable, worldwide, non-exclusive, royalty-free licence to Use (and to authorise any third parties to Use) (i) all **Third Party Data** (except to the extent that the Grantee is not entitled to grant such a licence); and (ii) all **Local Authority Data**;
- 33.30 “**Local Authority**” means the Local Authority from whom the Local Authority Notification has been received;
- 33.31 “**Local Authority Data**” means **Data** relating to the **Scheme Works** which the **Local Authority** has access to and is not **Third Party Data**;
- 33.32 “**Local Authority Notification**” means the notification received from the **Local Authority** indicating that they intend to use funds awarded to them in terms of the foregoing **Grant Contract** for property owned or leased by them;
- 33.33 “**Licence**” means a perpetual, irrevocable, transferable, worldwide, non-exclusive, royalty-free licence to **Use** (and to authorise any third parties to **Use**) (i) all **Third Party Data** (except to the extent that the **Local Authority** is not entitled to grant such a licence); and (ii) all **Local Authority Data**.
- 33.34 “**Monthly Valuation**” means a certified valuation from the **Professional Advisor** setting out the cost of the **Scheme Works** (carried out in the relevant month) as are eligible for grant funding in terms of the **Scheme Guidance**, as at the last date of each calendar month prior to the payment of the last instalment of the **Grant**;
- 33.35 “**Personal Data**” has the meaning given to it in Section 1 of the DPA;
- 33.36 “**Processing**” has the meaning given to it in Section 1 of the DPA;
- 33.37 “**Professional Advisor**” means a suitably accredited professional in building conservation appointed by the **Local Authority** and approved by **HES** to manage and oversee the carrying out of the **Scheme Works**;



- 33.38 "**Prohibited Act**" means (a) offering, giving or agreeing to give to any servant of **HES** any gift or consideration of any kind as an inducement or reward for: (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of these **Local Authority Terms and Conditions** or any other contract with **HES**; or (ii) showing or not showing favour or disfavour to any person in relation to these **Local Authority Terms and Conditions** or any other contract with **HES**; (b) entering into these **Local Authority Terms and Conditions** or any other contract with **HES** where a commission has been paid or has been agreed to be paid by the **Local Authority** or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to **HES**; (c) committing any offence: under the **Bribery Act**; under legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to these **Local Authority Terms and Conditions** or any other contract with **HES**; or (d) defrauding or attempting to defraud or conspiring to defraud **HES**;
- 33.39 "**Property**" means the subjects identified in the Local Authority Notification;
- 33.40 "**Recovery Period**" means the period of 15 years commencing with the later of (i) the date of payment of the first instalment of **Grant** in accordance with Clause 8; or (ii) in relation to a **Supplementary Grant**, the date of payment of the first instalment of each **Supplementary Grant**;
- 33.41 "**Scheme Contract**" means the building contract entered into between the **Local Authority** and their contractor to carry out the **Scheme Works**;
- 33.42 "**Scheme Funding**" means the scheme of funding more particularly set out in the **Local Authority Notification**;
- 33.43 "**Scheme Guidance**" means the guidance published by **HES** from time to time in relation to the relevant **HES** scheme to which the **Local Authority's Application** relates;
- 33.44 "**Scheme Specification**" means the documents and plans relating to the specification of materials and techniques to be used in carrying out the **Scheme Works** and specified in the **Local Authority Notification** and such other documents, plans or amendments approved by **HES** from time to time in their absolute discretion;
- 33.45 "**Scheme Works**" means the scheme of work to repair the **Property** as specified and detailed in the **Scheme Specification** and to be carried out in accordance with the terms of the **Grant Contract** and the **Scheme Contract**;
- 33.46 "**Supplementary Grant**" means any award of grant under Section 11 of the Historic Environment Scotland Act 2014 made by **HES** to the **Local Authority** after the date of the **Grant Contract**, for use in defraying the cost of repair and maintenance of the **Property**;
- 33.47 "**Target Date**" means the date identified by the **Local Authority** as the anticipated date of completion of the **Scheme Works** in accordance with the programme of works provided to **HES** in terms of Clause 3.1.2;
- 33.48 "**Third Party Data**" means **Data**, to the extent that third parties own Intellectual Property Rights therein, which relates to the **Scheme Works** and to which the **Local Authority** has access;
- 33.49 "**Use**" means, in relation to any **Data**, accessing, using, copying, translating, redeveloping (or otherwise modifying) disclosing or distributing (whether in original or derivative form and whether via the internet or otherwise) that **Data**;
- 33.50 "**validly executed**" means executed in a manner presumed to be valid for the purposes of Sections 3 and/or 7 and/or Schedule 2 of the Requirements of Writing (Scotland) Act 1995;
- 33.51 "**Working Day**" means any day on which **HES** is open for business; and



33.52 “1970 Act” means the Conveyancing and Feudal Reform (Scotland) Act 1970.

34 Interpretation

34.1 words importing any gender shall include all other genders;

34.2 words importing the singular number only shall include the plural and vice versa;

34.3 obligations contained in these **Local Authority Terms and Conditions** undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order;

34.4 words importing individuals include corporations and vice versa;

34.5 references to these **Local Authority Terms and Conditions** or any other document shall be construed as reference to these **Local Authority Terms and Conditions** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

34.6 any reference to a clause, **Schedule** or Part of the **Schedule** is to the relevant clause, **Schedule** or Part of the **Schedule** of or to these **Local Authority Terms and Conditions**;

34.7 reference to any statute or statutory provision (including any subordinate legislation) or any **Legal Requirement** includes any provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and

34.8 any phrase introduced by the words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.



THIS IS THE CONSERVATION BURDEN REFERRED TO IN THE FOREGOING LOCAL AUTHORITY TERMS AND CONDITIONS BETWEEN HES AND THE LOCAL AUTHORITY.

WE, [Enter details of the Local Authority], hereby grant in favour of Historic Environment Scotland, a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("HES") the following conservation burdens over ALL and WHOLE [Enter property description]; Together with [Enter details from last Disposition] (which subjects are herein referred to as the "Property"); I/We bind myself/ourselves and my/our successors as owners of the Property for a period of 15 years from the later of (i) the recording or registration of this Deed with the Registers of Scotland, or (ii) the date of our acceptance of any supplementary offer of grant made by HES in our favour to defray the cost of repair and maintenance of the Property to (First) repair and maintain the Property so as to keep the Property in good repair and condition to the reasonable satisfaction of HES who, in determining the standard of repair and maintenance required will have regard to the historic and architectural importance of the Property as part of the Nation's heritage; (Second) not alter, extend or demolish the Property or part thereof without the prior written approval of HES; (Third) allow HES or its representatives access to the Property for the purpose of inspection in order to ensure compliance with the terms hereof; and (Fourth) have the fabric of any building on the Property inspected every 5 years from the date of registration of this deed by a registered architect who is a member of the Royal Incorporation of Architects in Scotland or by a buildings surveyor who is registered with the Royal Institution of Chartered Surveyors in Scotland, and submit a copy of their report to HES as soon as possible after their inspection; In the event that we breach any of the obligations detailed at (First) to (Fourth) above, HES shall be entitled to serve notice on us detailing the action required to be taken to remedy the breach within such period as they consider reasonable in the circumstances: IN WITNESS WHEREOF these presents typewritten on this [and the preceding [] page[s]] [together with the plan annexed] are executed as follows:

They are subscribed by the said []

*Authorised Signatory
Full Name (Please Print)

at
on
before

Witness
Full Name (Please Print)
Address

*Please delete as applicable



**SCHEDULE
PART 4**

DRAFT LOCAL AUTHORITY NOTIFICATION LETTER

[TO BE TYPED ON LOCAL AUTHORITY HEADED NOTEPAPER]

[DATE]

Historic Environment Scotland
Grants Team
Room 2.6, Longmore House
Salisbury Place
EDINBURGH
EH9 1SH

Dear Sirs

**LOCAL AUTHORITY NOTIFICATION
CONSERVATION AREA REGENERATION SCHEME**

On behalf of **[insert Local Authority]** incorporated under the Local Government etc (Scotland) Act 1994, having its Principal Office at **[insert address]** (the "**Local Authority**"), I **[insert name of Proper Officer]**, proper officer of the **Local Authority**, hereby serve notice on Historic Environment Scotland ("**HES**") in terms of Clause 3.3 of the **Offer** forming part of the **CARS Contract** (as afterdefined) of the **Local Authority's** intention to use part of the sums awarded in terms of the **CARS Contract** for the purposes of defraying in part the expenses of repairing and maintaining property owned or leased by the **Local Authority**.

Words and phrases used in this **Local Authority Notification** shall (unless the context implies otherwise) have the same meaning as ascribed to them in the **Local Authority Terms and Conditions** forming Schedule Part 3B of the **CARS Contract**.

1. Definition

"Actual Grant Eligible Costs" means **[insert the percentage that the Grant bears to the Grant Eligible Costs as assessed at the outset]**% of such sum as **HES**, acting reasonably, consider represents the **Grant Eligible Costs** incurred by the **Local Authority** after having carried out an inspection of the **Scheme Works** following the **Completion Date** and after having examined the **Final Accounts**, but which amount shall not in any circumstances exceed the **Grant**;

"CARS Contract" means the contract constituted by (i) offer of grant issued to the **Local Authority** by **HES** dated **[insert date of offer]**; (ii) the **Local Authority's** acceptance thereof dated **[insert date of acceptance]**; and (iii) and other formal letters following on from the offer and acceptance and comprising a concluded contract between the **Local Authority** and **HES**;

"End Use" means **[insert End Use agreed with HES, acting reasonably]**

"Final Account Deadline" means **[insert date agreed with HES as the Final Account Deadline for the works in question]**;



“Grant” means [insert grant amount in words] (£[insert grant amount in figures]) Sterling;

“Local Authority Notification” means this notice;

“Property” means [insert property description];

“Schedule” means the schedule in 2 parts annexed and executed as relative hereto;

“Scheme Funding” means the scheme of funding detailed in Part 1 of the Schedule;

“Scheme Specification” means the documents and plans relating to the specification of materials and techniques to be used in carrying out the Scheme Works and referred to and specified in Part 2 of the Schedule and such other documents, plans or amendments approved by HES from time to time in their absolute discretion;

- The word and phrases defined in Clause 1 of this Local Authority Notification shall be used to interpret the provisions of the Local Authority Terms and Conditions forming Part 3B of the Schedule to the CARS Contract.
- This Local Authority Notification shall be open for acceptance by HES in terms of Clause 3.3 of the Offer forming part of the CARS Contract within one month of the date hereof.

Yours faithfully

[For the Local Authority]

I, _____ authorised signatory of HES hereby, on behalf of HES accept the terms and conditions contained in the foregoing offer of grant by HES dated _____

.....	Signed	.....	Witness
.....	Full Name	.....	Full Name
.....	Designation	.....	Address
.....	Address	.....
.....		

Dated.....



**DRAFT QUARTERLY REPORT
CARS 1 Form**

NAME OF SCHEME	
LOCAL AUTHORITY	
GRANT AWARD	£
CONTRACT START DATE	
DEVELOPMENTS THIS QUARTER	<p>Please provide a description of max 500 words of ALL progress under the CARS since your last Quarterly Report.</p> <p>Please note that an update on the agreed outcomes must be submitted in addition to this report.</p>
SUMMARY OF OVERALL PROGRESS TO DATE	<p>Please summarise progress towards achieving the targets of the Approved Scheme since the Programme commenced.</p>
<p>Please also list any variations to the Approved Scheme relating to priority buildings, public realm, training and education outputs and explain the impact of any variations on the success of the scheme as a whole.</p> <p>Note: You must have our approval before making changes to the Approved Scheme.</p>	



Please supply details of all sums disbursed under the **Grantee Contracts** and other expenditure incurred (administration, training, education programmes etc) in the operation of the Approved Scheme (including any sums applied in accordance with the **Local Authority Terms and Conditions**)

A. Total value of CARS Partnership Grants made towards Works <u>THIS</u> quarter *	£	B. Total value of HES CARS Grant made towards Works <u>THIS</u> quarter *	£
* Please complete a separate Form CARS 2 for ALL new grant offers			
C. Cumulative value of CARS Partnership Grants made towards Works <u>TO DATE</u> (inclusive of A).	£	D. Cumulative value of HES CARS Grant made towards Works <u>TO DATE</u> (inclusive of B).	£
E Total value of Administration and Ancillary costs incurred <u>THIS</u> Quarter.	£	F. CARS element of Administration and Ancillary costs incurred <u>THIS</u> Quarter	£
G. Cumulative value of all Administration and Ancillary Costs <u>TO DATE</u> (Inclusive of E)	£	H. Cumulative Value of all HES CARS Grants made towards Administration and Ancillary costs <u>TO DATE</u> (Inclusive of F)	£
I. GRANT REQUESTED THIS QUARTER (B + F) NOTE: this will be paid net of 10% retention	£	J. Cumulative value of <u>ALL</u> grants claimed from HES CARS <u>TO DATE</u> inclusive (D + H)	£
STATUTORY PERMISSIONS	Please describe how you have monitored third parties' statutory permissions and quality of work on site.		
PRESS AND PR COVERAGE	Please list sources and attach copies of all coverage		
PHOTOGRAPHS/IMAGES	Please provide colour images of all projects listed above. Please Indicate: Photographs: YES/NO Drawings: YES/NO Other media (please list):		
PROGRESS ON ACHIEVING SPECIAL CONDITIONS <i>Please list.</i>			
AUTHORISED SIGNATORY		NAME (PRINT)	
POSITION		DATE	
FOR OFFICE USE:			



Grant Award Report (CARS2) referred to in the foregoing Draft Quarterly Report

CARS 2 Form

SCHEME TITLE			
NAME & ADDRESS OF PROJECT			
OWNER			
CONTACT DETAILS Tel. No.			
CURRENTLY INCLUDED ON THE BUILDINGS AT RISK REGISTER?		YES/ NO	
PROPOSED TOTAL GRANT AWARD	£	HES CARS GRANT AMOUNT	£
TOTAL GRANT ELIGIBLE COST (Including allowance for fees and VAT)	£		
TOTAL COST OF SCHEME (Including non eligible works)	£		
OTHER FUNDERS	Name	Amount	Status
<p>Please list sources of all other funding (including owner contribution) and confirm status i.e. committed, applied for etc.</p> <p>This should add up to the total cost of the scheme.</p>			
CONTRACT START DATE			
CONTRACT END DATE			
DESCRIPTION OF WORKS	Please provide a description of max 500 words of what the project involves (repair specifications) and how the CARS grant will be used.		



STATUTORY CONSENTS Please confirm that all necessary statutory consents required for the works have been obtained.	
SPECIFIC OUTPUTS	Please list any specific targets or conditions you have requested.
HAVE THE DETAILS OF THIS PROJECT BEEN DISCUSSED WITH HES?	YES/NO
NAME OF HES CONTACT	DATE OF CONTACT
SPECIFIC COMMENTS BY HES ON THE PROPOSALS AND PROGRESS TOWARDS ACHIEVING THESE.	



PHOTOGRAPHS A before colour photograph of the property should be submitted electronically for our records with another colour photograph to be submitted electronically after works have been completed.	YES/NO		
AUTHORISED SIGNATORY		NAME (PRINT)	
POSITION		DATE	
FOR OFFICE USE:			



DRAFT REGENERATION OUTPUTS REPORT

NAME OF SCHEME			
LOCAL AUTHORITY			
CARS GRANT AWARD SUM	£	FINAL CARS GRANT CLAIM	£
CONTRACT START DATE		CONTRACT DATE	EXPIRY
PHYSICAL OUTPUTS	Please summarise ALL progress towards achieving the targets of the Approved Scheme since the CARS commenced		
SPECIFIC OUTPUTS	<p>This section should be used to provide more detailed information about the outcomes of the scheme since it commenced which should include the building repair schemes; priority projects; education and training etc.</p> <p>You should also list any variations to the Approved Scheme which took place and explain why this change happened and the impact (negative or positive) on the success of the scheme as a whole.</p>		



TOTAL NO. OF BUILDINGS GRANT AIDED			
TOTAL SQ.M. PUBLIC REALM IMPROVED (Please list areas improved)			
TOTAL NUMBER OF BUILDINGS AT RISK IN CARS FOCUS AREA AT THE START OF THE SCHEME		TOTAL NUMBER OF BUILDINGS AT RISK IN CARS FOCUS AREA AT THE END OF THE SCHEME	
IF AN INCREASE IN THE NUMBER OF BUILDINGS AT RISK IN CARS FOCUS AREA FROM THE START OF THE SCHEME, PLEASE PROVIDE A REASON FOR THIS.			
TOTAL SQ.M. OF VACANT FLOORSPACE BROUGHT INTO USE.			
DETAILS OF TRAINING AND APPRENTICESHIP PROGRAMMES OPERATED UNDER THE CARS. This should include the outcomes of the training programmes			
DETAILS OF EDUCATION AND AWARENESS RAISING PROGRAMMES OPERATED UNDER THE CARS This should include the outcomes of the educational and awareness raising activities.			
DETAILS OF STAFF APPOINTED TO MANAGE THE SCHEME (Experience, length of appointment, etc)			



FINAL OUTCOMES REPORT SUBMITTED From the start of the scheme, an annual outcomes plan is to be submitted and updated as the scheme progresses. At the end of the 5 year scheme, a final outcomes report must be submitted to show how these have been achieved.	YES/NO		
FINANCIAL OUTPUTS	Please note the grant retention will not be released until the financial information specified in section 5 of the contract to cover the scheme duration has been submitted.		
COPY OF FINANCIAL INFORMATION SPECIFIED IN SECTION 5 OF THE CONTRACT ENCLOSED?	YES/NO		
PARTNERSHIP FUNDING Please list all partnership funding received and comment on any variations from the funding package agreed in the Approved Scheme. This must include all owner contributions.	FUNDING BODY	APPROVED SUM £	ACTUAL SUM £
ECONOMIC AND SOCIAL OUTPUTS	Please describe in your opinion how the CARS programme has affected the commercial and business performance of the Project Area. Specifically please supply statistics on:		
NO. OF NEW BUSINESSES			
APPROXIMATE NO. OF NEW JOBS CREATED			
APPROXIMATE VALUE OF NEW INVESTMENT This section should include details of any new works that took place in the area	£		



that were not included as part of the approved scheme	
	Please also list any relevant evidence in the Project Area of:
EXISTING ECONOMIC ACTIVITY SAFEGUARDED	
ADVERSE IMPACT OF THE PROGRAMME ON EXISTING ECONOMIC ACTIVITY	
SOCIAL INDICATORS	Please provide evidence of any changes in the Project Area in terms of incidents and statistics relating to crime, vandalism, litter, quality and sustainability of environmental work undertaken, community engagement, cultural and creative activity and social inclusion issues. This could be demonstrated by comparing statistics or anecdotal evidence from the start of the scheme to the end of the scheme.
PROGRESS ON ACHIEVING SPECIAL CONDITIONS <i>Please list.</i>	These are specified in our grant contract
PRESS AND PR COVERAGE	Please list sources and attach copies of all coverage.
Coverage Details:	



Photographs: Please provide on disc before and after photographs of all grant aided projects. Please also include any photographs of training and educational activities.	
Other media (please list):	
LESSONS LEARNED	Please use this section to include any information on what you think worked well; what you think could have been done better etc.
AUTHORISED SIGNATORY	
NAME (PRINT)	
POSITION	
DATE	
FOR OFFICE USE:	



**SCHEDULE
PART 7**

PROJECTS

Projects

1. 165-171 Argyll Street
2. 65-67 Argyll Street
3. 2-4 Ferry Brae
4. 81-87 Argyll Street
5. Small Grants Scheme
6. Shopfronts
7. Training
8. Education and Awareness
9. Administration



**SCHEDULE
PART 8**

SPECIAL CONDITIONS

Critical

Partnership funding as per application to be confirmed.

A dedicated project officer must be in post by 31st March 2018 to administer the scheme for its duration.

Drawdown of no less than 25% of HES CARS grant (£250,587) against approved project expenditure by 31st March 2019

Annual accounts to be submitted by 30 June of each financial year in accordance with Section 5 of this offer.

Quarterly returns (to include CARS2 forms; updated spend profile and updated outcomes plan) to be submitted to HES within 4 weeks of the completion of the previously defined Quarterly Date. This must be done for each quarter throughout the lifetime of the project.

To partake in training opportunities designated by HES CARS training contact.

Desirable

Archaeological assessments to be provided where appropriate for all schemes undergoing development under this initiative.



GUIDANCE ON POLICIES AND PROCEDURES

Applications and Grant Conditions

1. The **Local Authority** shall ensure that money is distributed for projects that as their prime purpose promote the conservation and environmental regeneration of the **Designated Area** and are aimed at benefiting primarily public good or charitable purposes and that are not intended for private gain.
2. **Grantees** must demonstrate their willingness and ability to fund the project for which grant aid is sought before any monies are paid by the **Local Authority**.
3. The **Local Authority** shall produce a Conservation Area Appraisal and shall keep up to date guidance advising potential applicants as to how to apply for funds. The appraisal and guidance will be referred to **HES** prior to distribution and the **Local Authority** shall refer any drafts of the Conservation Area Appraisal to **HES** as soon as reasonably practicable and in any event prior to being made public.
4. Grants may only be offered after completion of an application form. The application form shall contain such information as the **Local Authority** deems appropriate and may be made available online. If the property in question is in the ownership of the **Local Authority** they must submit an application form as well as the **Local Authority Notification**. **Local Authority** buildings and land are only eligible for assistance under the **Programme** with the prior written agreement of **HES**.
5. The **Local Authority** shall make offers to **Grantees** all in terms of Clause 3.2 of the **Offer**
6. The **Local Authority** shall develop and agree with **HES** a system for monitoring whether the grant awards are achieving enhancements to the **Designated Area**.

Eligible Works

7. Applications by **Grantees** should be prioritised in the following order with "1" being of the highest priority:-
 1. repair and re-use of redundant or underused buildings where the scheme will result in a viable use being identified
 2. repair and conservation of buildings in use
 3. reinstatement of lost architectural detail
 4. conservation and enhancement of public realm
8. Grant aided repairs should use appropriate techniques or methods of construction and high quality materials proven by tradition, normally using the same materials as were used in the original construction. Substitute or artificial materials are ineligible and their use should be discouraged on grant-aided projects.
9. **HES** will fund double glazing where it is replacing inappropriate windows, in Category C and unlisted buildings, subject to the following parameters:
 1. Timber windows are constructed to a tradition pattern.
 2. Glazing bars/asragals are part of the sash construction.
 3. Glazing elements are fitted/mounted with putty or modern equivalent. Dry glazing would not be supported.
 4. Moulding detail reflects local patterns or examples from buildings.



Where the windows are original then we continue to wish to see them retained. We would suggest you use an enhanced rate of grant support to encourage owners to carry out this type of repair.

10. The attached Advisory Standards of Conservation and Resilience are intended to assist in the execution of works to historic and traditional buildings in Scotland. Works to the existing fabric should adopt the traditional materials, craft skills and construction techniques found in the original building. Not all works listed in the document will be eligible for CARS funding.

Under grant aided schemes a higher standard of work may be required and the Local Authority and, if applicable, the grantee's Conservation Accredited professional adviser should develop proposals to the highest standards of conservation practice.

Note that requirements for Repair Grant Funding, Scheduled Monument Consent, Listed Building Consent, Planning Permission and Building Warrant procedures are entirely separate systems. It should be understood that any proposals to alter any part of the building or affect its significance may require separate consent such as these noted and that these consents do not necessarily mean that the proposals qualify for grant funding.

Enhancement of the Public Realm

11. The **Local Authority** may spend up to 20% of the **Grant** on environmental enhancement of spaces that may or may not be in public ownership. Under this category, priority should be given to schemes involving the repair or relaying of historic surfaces and features. Next in priority should be schemes involving the reinstatement of surfaces of a street or space in matching materials, on sound physical or photographic evidence. Only in exceptional circumstances should funding be offered towards new works of resurfacing streets or spaces in appropriate materials and then only for works that respect the configuration of existing streets and pavements. Reference should be made to the Conservation Area Appraisal in all cases.
12. Other environmental improvements public art, installation of appropriate (not always "heritage") street lighting and street furniture, permanent landscaping and other environmental improvements that enhance the area will not normally be Eligible **Works** for grant assistance but may be agreed by **HES**. They may only be included as Eligible **Works** where **HES** has been consulted on their design and where such schemes are demonstrated to be in keeping with the historic character of the area as defined in the Conservation Area Appraisal.

Professional fees

13. A **Grantee** will appoint a suitably qualified professional adviser experienced in conservation work to draw up plans and specifications of **Works** and oversee the project for all **Works** where the grant is in excess of £25,000. A Suitably Qualified Professional Adviser is defined as:

*"A suitably accredited professional in building conservation appointed by the **Grantee** to manage and oversee the carrying out of the **Works**"*

14. Details of suitably qualified architects experienced in the repair of historic buildings can be obtained from the **Royal Incorporation of Architects in Scotland (RIAS)** Tel: 0131-229 7545. Details of suitably qualified chartered building surveyors experienced in the repair of historic buildings can be obtained from the **Royal Institution of Chartered Surveyors in Scotland (RICS)** Tel: 0131 225 7078.
15. In certain circumstances other suitably qualified professionals may be acceptable for specialised schemes requiring their particular expertise.



16. The normal standard grant eligible percentage for fee costs is 16% of HES CARS Eligible **Works** costs. The **Grantee** may in exceptional circumstances vary this depending on the number of professionals in the team; however it shall not exceed 20%. The services provided by the professional advisor should include:

- Preparing a thorough survey of the structure and condition of the building.
- Preparing detailed specification and drawings for the urgent and necessary repairs or recording of the fabric.
- Getting competitive tenders and providing a tender report.
- Obtaining all statutory consents for the repair.
- Arranging a contract with the builder.
- Regular inspections and valuations of the work on site.

Accessibility

17. **Works** solely to comply with the Equality Act 2010 are not Eligible **Works**, but it is recognised that environmental enhancement projects need to comply with the provisions of this Act and within each project all reasonable provision must be made to make the Subjects fully accessible.

Environmental Impact Assessment

18. Prior to the carrying out of any **Works**, all Environmental Assessments which may relate to the **Works** shall have been obtained and be in terms satisfactory to all interested bodies therein and the **Works** subsequently to be carried out shall be at all times in accordance with the provisions of the Environmental Assessment.



HISTORIC
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<p>12. COMMUNITIES ARE EMPOWERED TO TAKE AN ACTIVE ROLE IN UNDERSTANDING AND ENHANCING THE HISTORIC ENVIRONMENT</p>							
<p>13. PEOPLE AND COMMUNITIES ENJOY THE HISTORIC ENVIRONMENT</p>							
<p>14. COLLABORATION ACROSS THE SECTOR IS ENHANCED</p>							



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**SCHEDULE
PART 10
Outcomes**



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PART 10
Outcomes**

CONSERVATION AREA REGENERATION SCHEME (ROUND 7)

SCHEME:

OUTCOMES PLAN (YEAR: 2017-18/ 2018-19/ 2019-2020/ 2020-2021/ 2021-2022)

HES GRANT OUTCOMES	ACTIVITY/IES <i>(This section is to include all the CARS activities and projects being carried out during the year that will help to meet the outcome)</i>	TIMESCALE FOR DELIVERY <i>(This section should specify when each activity is scheduled to be delivered within the 5 year period)</i>	INDICATORS <i>(This section is to include details of indicators/measures that have or will put in place to demonstrate that the outcome has been or is in the process of being achieved)</i>	QUARTER 1 PROGRESS (1st April to 30th June)	QUARTER 2 PROGRESS (1st July to 31st September)	QUARTER 3 PROGRESS (1st October to 31st December)	QUARTER 4 PROGRESS (1st January to 31st March)
1. THE HISTORIC ENVIRONMENT IS IN BETTER CONDITION							
2. MANAGEMENT AND MAINTENANCE OF THE HISTORIC							



ENVIRONMENT IS IMPROVED									
3. THE SECTOR HAS THE SKILLS REQUIRED TO ADDRESS EXISTING AND EMERGING THREATS AND OPPORTUNITIES									
4. POSITIVE APPROACHES TO ENERGY EFFICIENCY AND CLIMATE CHANGE ARE ADOPTED AND PROMOTED									
5. HISTORIC SITES AND PROPERTIES WILL BE CONSERVED, REGENERATED AND SUSTAINABLE									

