



**Funded by
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**Wedi ei ariannu gan
Llywodraeth y DU**

Rhondda Cynon Taf
**SHARED PROSPERITY FUND
COMMERCIAL IMPROVEMENT GRANT**

Guidance Notes for Applicants

The Council is committed to keeping your personal information safe and secure and keeping you informed about how we use your information. For further information please read the [Privacy Notice](#).

**Mae'r ddogfen hon ar gael yn Gymraeg / This document is also available in Welsh
Mae croeso i chi gyfathrebu â ni yn y Gymraeg/You are welcome to communicate with us in
Welsh.**



Glossary

Within the application process there are a number of terms used. The glossary below provides definitions of some of the terms used:

Contingency Sum - *A sum of money allowed for in the project budget, for expenditure on aspects of the project that were unforeseen or unforeseeable at the time of preparing documents.*

Enterprise – *this includes, but is not limited to, any entity engaged in an economic activity, irrespective of its legal form. This includes self-employed persons and partnerships, or associations regularly involved in an economic activity.*

Large enterprise - *Any enterprise that is not a Micro, Small or Medium Size enterprise.*

Medium enterprise - *Employs fewer than 250 people and either has an annual turnover that does not exceed EUR 50 million, or an annual balance sheet not exceeding EUR 43 million.*

Small enterprise - *Employs fewer than fifty people and has an annual turnover or annual balance sheet total that does not exceed EUR 10 million.*

Micro Enterprise - *Employs fewer than ten people and has an annual turnover or annual balance sheet total that does not exceed EUR 2 million.*

Start-up Enterprise – *New enterprise will be no more than 12 months old and meet required criteria of an **Eligible Enterprise**, except that the income required to meet the minimum employment threshold should be achieved within the first three months of trading.*

Project – *The proposed scope of works relating to capital equipment purchases, building works or any other service which the applicant has applied for grant to help fund.*

Commercial Premises - *A property with a Rateable value, registered liable for Business Rates as opposed to a residential property.*

Grant Approval– *Will be the outcome of a successful application. The Grant Offer Letter will contain a financial grant offer amount based on the lowest quotes/tender submitted by the applicant for the project.*

Building Works – *Can include any type of works involving a construction professional related to external or internal building jobs. These works may or may not require Planning consent or Building Regulations. Projects will not be supported where the applicant intends to carry out building works themselves.*

Variation - *is an alteration to the scope of the works in a construction contract in the form of an addition, substitution, or omission from the original scope of works.*

Restriction – *This is a legal restriction placed on the freehold / leasehold which will notify the council of any intention to sell or transfer the property. This is placed with land registry.*

Legal Charge – *This is a charge placed on the freehold/Leasehold for the period of 5 years preventing the sale or transfer unless authorised by the council. If the applicant is a company, then the charge would also be placed with Companies House at the cost to the applicant. The cost of registering a legal charge at Companies house is currently £24.00.*

Defrayment Evidence – Evidence that monies have been paid for the agreed products /services in line with grant approval (Normally bank statements showing payments).

Outputs/Outcomes – Applicants will be provided approval based on outputs/outcomes to be achieved as stated in their application form. It is the applicant's responsibility to provide the required evidence to evidence the outputs/outcomes achieved. Failure to do so could result in the reclaim of grant monies.

1. Introduction

1.1. The Commercial Improvement Grant offers applicants the opportunity to apply for funding (subject to planning) to –

Physically improve their town centre property by providing a grant for a new/commercial property frontage and associated external and internal works. The intention of the fund is to support larger scale improvements (primarily external) to commercial buildings with energy efficiency being intrinsic to design.

The improvements undertaken must be within the applicant's ownership (or leasehold with a five-year minimum period remaining) of the property. Projects incorporating external improvements of a building must be in accordance with Council Supplementary Planning Guidance and internal works should assist the sustainability of the property alongside the achievement of outputs.

2. Works

2.1. The following includes examples of the type of works that could be supported. Each scheme will be assessed by officers on a case-by-case basis to determine eligible works.

Commercial – External

- Shopfronts
- Signage
- Windows & doors
- External lighting
- Roofs & chimneys
- Rainwater goods (guttering and down pipes)
- Rendering, stone cleaning and repairs, re-pointing
- Structural works

All design changes and colour schemes to a property **MUST** comply with statutory requirements. It will additionally be a requirement of the grant for the applicant to gain agreement of the changes and colour scheme with the project board prior to works completion. Failure to comply could result in grant clawback.

Ineligible expenditure includes:

- Certain types of fixtures and fittings – eligibility to be confirmed by the Council.
- Legal and accounting fees
- Cash payments to Agents/contractors
- Works carried out prior to grant offer (unless approved by the Council in writing)

- Any invoices paid for using cash.

3. The Grant

- 3.1. The grant is available to micro, small and medium enterprises. A Large enterprise would only qualify if the property were deemed to have a detrimental impact on the townscape as determined by the Council.
- 3.2. All grants are at the discretion of the Council and are subject to budget availability.
- 3.3. The grant will normally be up to a maximum allocation of 50% of reasonable eligible costs, up to a maximum grant award of £50,000. If works are phased and grant is awarded on a phased basis, the total allocation to a single property cannot normally exceed this £50,000.00 limit.
- 3.4 The **intervention rate will be determined on a project-by-project basis**. The grant funding is intended to be used to address funding gaps, i.e., funding of the last resort. Applicants will need to demonstrate how much of their own funds and loan funding they are able to commit to the project and why they are unable to finance the funding gap. This will need to be evidence in the grant application.
- 3.5 Grants will normally be awarded exclusive of VAT. If the applicant cannot recover VAT this may be accepted as an eligible cost at the discretion of the Council, subject to the applicant undertaking to repay to the Council any VAT element, which later becomes reclaimable from HMRC because of a change in the applicant's VAT status. The maximum grant award of £50,000 is not affected.
- 3.6 The Grant can be paid in agreed instalments on the production of invoices, interim certificates, defrayment evidence etc.
- 3.7 Any variance to approved works will need to be agreed in advance with the Council.
- 3.8 The Fund is provided by UK Government and will operate within a fixed, time-limited programme.
- 3.9 A percentage of the total Grant award may be withheld (Retention) until the Council is satisfied that all of the work has been completed to the required standard, as declared by an independent Quantity Surveyor, and a copy of the practical completion certificate has been received.
- 3.10 Rhondda Cynon Taf County Borough Council **does not** set the date parameters for the programme and will have limited scope to grant extensions beyond agreed completion dates.
- 3.11 The Project Completion date entered in the application form is an estimate of when the project will be complete and should consider any conditions and permissions required. The Completion date should be carefully considered and realistic. (The actual completion date will be finalised later in the application process).
- 3.12 There is no guarantee that all applications will be successful. Proposals will be assessed on eligibility, outputs and outcomes to be achieved and available of funding.

3.13 Our aim is to support as many businesses as possible. Due to the high demand for this Fund and a limited budget, we reserve the right not to invite repeat applications from businesses.

4 Eligible applicants

4.1 The programme is open to Freeholders/Property Owners, Sole Traders, Partnerships, Limited Companies, Community Businesses and Co-operatives.

4.2 Grants for works to properties will only be available to owners of the freehold interest in the property or to lessees holding a minimum 7-year lease remaining on the property, at the time of receipt of a valid application. If a leaseholder, applicants must provide a letter of consent from the freeholder to the proposed works and a copy of the lease agreement.

It is the applicant's responsibility to ensure that all the necessary land ownership requirements are in place to implement the scheme.

5 Application Process

5.1 STAGE ONE – Expression of Interest

- Complete an Expression of Interest form and email to PropertyRegeneration@rctcbc.gov.uk
- Please note that submission of an Expression of Interest is not a guarantee that you will be invited to apply, or that any subsequent application will be successful.

5.2 STAGE TWO – Full Application

The application process will require the submission of the following supporting documentation to accompany the application form:

- Itemised Bill of Quantities (must include measurements and materials)
- Plans/drawings showing the existing building and the proposed works. These should be prepared by a suitably qualified professional.
- Quotes or tender return documents (See section 7 for more details)
- Copies of all relevant statutory consents
- Copy of building insurance certification
- Letter of consent from Freeholder (if Leaseholder)
- Copy of lease agreement from Freeholder (if Leaseholder)
- Evidence of match funding – please confirm how you intend to finance your contribution to the whole project. Confirmation should be in the form of a bank letter or other official documentation such as a bank statement.

Please note the following:

- Applications will only be assessed when the application has been completed in full and all requested information has been provided.
- Further information to support your application may be requested at any stage of application process.
- Invitation to full application will be at the discretion of the Prosperity and Development Service's. Applicants who are not invited to apply will be provided with a valid reason.

6 Contractors

6.1 Contractors wishing to tender may be required to demonstrate a track record of working on similar projects.

6.1 The following references may be required:

- Professional reference (i.e., from an architect/chartered surveyor)
- Customer reference

6.2 Where applicants have an interest in companies wishing to tender for the work, this will be permitted, but restricted to a **maximum** of one company tendering per project.

6.3 It is possible that project applicants, or persons connected with them (such as relatives, business partners or friends) may wish to tender for a contract being offered by the project applicant. Whilst this is not unacceptable, such relationships must be declared, and the applicant will still need to ensure that they conduct the transaction in an open and transparent manner. The estimates/tenders must be from registered trading companies.

6.4 Before tendering, prospective contractors must carry out a mandatory site visit to ascertain the nature of the site, access and local conditions and restrictions likely to affect the execution of the works.

6.5 Contractors must price **all** items on the bill of quantities.

6.6 Each contractor will also be required to submit a copy of their current Public Liability Insurance minimum cover £7.5M and Employer's Liability Insurance minimum cover £7.5M, unless otherwise agreed in writing by the Council.

6.7 Contractor management is the responsibility of the Agent unless agreed in writing by the Council.

6.8 The Council will reserve the right to request a change of Agent if the Agent cannot demonstrate the required skills and experience or if their performance is deemed unsatisfactory by the Council.

7 Procurement

7.1 When procuring goods or services, applicants should aim to get value for money whilst offering a range of businesses the opportunity to provide those goods or services in a fair and transparent manner. Applicants should ensure that contractors have the appropriate licences/qualifications. The Applicant must therefore ensure that the following procurement procedures are adopted according to the estimated maximum value of the contract at quote/pre-tender stage.

7.2 Applicants will be required to invite a minimum of the following quotes/tenders as part of the application process: -

7.3

Estimated Value of Works	Estimate/ tender action required
Below £15,000	2 Quotations
£15,000 - £75,000	Three invitations to quote / tender

£75,000+	Four invitations to tender
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7.4 The Council will use its electronic tendering system (<https://etenderwales.bravosolution.co.uk>) to issue tenders to contractors. Contractors will submit the tenders via the Etenderwales system by the closing date. Each contractor will also be required to submit a copy of their current Public Liability Insurance minimum cover £7.5M and Employers Liability Insurance minimum cover £7.5M.

7.5 On a set day after the tender submission deadline, the Council will provide the applicant with copies of all the received tenders, verify the accuracy of the tenders, and allow the applicant to decide whether to progress with the application.

The lowest tender will be favoured as part of a grant approval. In instances where the lowest tender contractor cannot undertake the work, the second lowest contractor can be considered. Evidence will be required to show that the lowest contractor cannot do the work e.g., letter from contractor.

7.6 Quotations, and tenders will be assessed externally by an independent Quantity Surveyor appointed by the Council. The amount of the grant offered to each project will be determined by the Council and will be subject to the Quantity Surveyor report on the reasonable costs for the works which are considered eligible for grant aid.

8 Welsh Language

8.1 You will need to explain how your project / enterprise provides opportunities to promote the Welsh Language.

8.2 Applications in Welsh will not be treated less favourably than applications in English, in accordance with the Welsh Language (Wales) Measure 2011.

9 Project Outputs

9.1 Applicants should note that projects will be expected to deliver against the following outputs.

Output	Amount of commercial buildings developed or improved (m2)
Definition	<ul style="list-style-type: none"> The number of square metres of building space created or refurbished for non-domestic use Extensions to existing buildings also count as new floor space. <p>Created: A new building.</p> <p>Refurbished: Refurbishing an existing building.</p>
Evidence requirements	Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built.

Output	Number of rehabilitated premises (numerical value)
Definition	Premises means a building together with its land and outbuildings that have become damaged by industrial or other development and is beyond beneficial use without treatment.

	Rehabilitated means remediated to a point of beneficial use.
Evidence requirements	Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built.

Output	Amount of rehabilitated land (m2)
Definition	<p>The total square meterage of derelict land that has been rehabilitated.</p> <p>Derelict land means land that has become damaged by industrial or other development and is beyond beneficial use without treatment.</p>
Evidence requirements	Addresses of the properties improved and available for occupation.

Output	Number of commercial buildings developed or improved (numerical value)
Definition	<p>Commercial buildings include, but are not limited to retail, hospitality, office and industrial buildings.</p> <p>Completed means physical completion of the facilities and space is ready for occupancy immediately. A building should be classified as complete once it is on the non-domestic rating list.</p> <p>Improvement means adding, renovating, or repairing facilities with the aim of creating a better space. It does not include maintenance of existing facilities.</p>
Evidence requirements	Addresses of the properties improved and available for occupation.

Output	Jobs Created as a result of the support
Definition	<p>The number of new, permanent, paid, full-time equivalent (FTE) jobs created following support. This includes both part-time and full-time jobs, which should be recorded relative to full-time equivalent (FTE). FTE should be based on the standard full-time hours of the employer.</p> <p>New means it should not have existed with that employer before the intervention. Created jobs exclude those created solely to deliver the intervention (e.g. construction). Permanent means it should have an intended life expectancy of at least 12 months from the point at which it is created.</p>
Evidence requirements	<p>Employer to provide written confirmation that the job has been created. Include details of the job as advertised and started, duration, and the number of hours per week.</p> <p>Personnel records to show increase in headcount</p> <p>Any other documents showing the jobs created relate to the project.</p>

Output	Jobs Safeguarded as a result of the support
Definition	<p>A safeguarded job is a permanent and paid job that was at risk prior to support being provided, and which the support helped the business to retain. This includes sole traders and business owners.</p> <p>Safeguarded jobs exclude those created solely to deliver the intervention (e.g., construction).</p>

	<p>This includes both part-time and full-time jobs, which should be recorded relative to full-time equivalent (FTE).</p> <ul style="list-style-type: none"> - FTE should be based on the standard full-time hours of the employer. - At risk is defined as being forecast to be lost within 6 months. - Only count each individual FTE or job once through the lifetime of a project (i.e., it should not be counted every year) - FTE is a measure of an employee's scheduled hours in relation to an employer's hours for a full-time workweek
Evidence requirements	<p>Project data that will evidence Jobs safeguarded as a result of support (Number of Full time equivalent (FTE).</p> <p>Employer to provide declaration that the job is at risk in the next six months - include job title and the number of hours per week.</p> <p>Employer to provide written confirmation that the at-risk job is still in existence 6 months from the final date of support.</p>

9.2 Successful applications will be expected to fulfil the outputs indicated on the application form. Failure to comply may result in forfeiture of the grant and may prevent further applications. Applicants are therefore reminded to keep estimates to realistic levels.

9.3 It is the applicant's responsibility to ensure that evidence to support any outputs is made available to the Council, even if the property is leased out to a third party.

10 Climate Change / Carbon Reduction

10.1 The Rhondda Cynon Taf Council Strategy "[Climate Change RCT](#)" sets out the commitment to making Rhondda Cynon Taf carbon neutral by 2030. You will need to explain the measures you are taking to reduce your carbon emissions.

11 Statutory requirements and expectations

11.1 Applicants should provide confirmation of any required consents, such as

- Planning Consent / Change of Use
- Building Regulations
- SuDs Approval
- Ecological Surveys
- Listed Buildings consent.

Applicants are responsible for seeking the appropriate consent(s) needed to carry out the project and ensure that all works comply.

11.2 Applicants must not be in arrears with payments or in dispute with the Council at the grant approval stage and payment stage of the project.

11.3 All works need to comply with the Councils Supplementary Planning Guidance.

11.4 Listed buildings or properties within a Conservation Area will be subject to further conditions as advised by the Council.

11.5 The applicant must ensure that their business and premises are compliant with all relevant environmental health, trading standards and consumer protection legislation.

11.6 Any Planning 'Change of Use' application should be completed prior to the grant application process.

11.7 The applicant must not undertake any activity, which in our opinion, could bring the council into disrepute.

For further information on permissions / consents please click on the links below

[Planning - Make an application](#) [Building Control](#) [Listed buildings](#) or contact Planning Services ☎ 01443 494719 or ✉ planningservices@rctcbc.gov.uk

12 Decision making Process

12.1 Decisions on applications will be made based on the information provided in the application form, associated evidence and information checks that are conducted from other business data sources. Further information to support your application may be requested.

12.2 If any information is incomplete, incorrect or the evidence provided is insufficient the application will not be processed, and it will be rejected.

13 Grant Approval

13.1 If you wish to accept the grant you will need to sign and return the terms and conditions, and you can then start your project. You must not start your project / incur any expenditure until you receive the formal offer of grant and have confirmed receipt by the council of your signed terms and conditions. A percentage of the total Grant award will be withheld (Retention) until the Council is satisfied that all of the work has been completed to the required standard, as declared by an independent Quantity Surveyor, and a copy of the practical completion certificate or Building Regulations completion confirmation has been received.

13.2 Unsuccessful applicants will be issued with a notifying letter.

14 Insurance

14.1 For a period of five years from the grant award date, the applicant must comprehensively insure the property with a reputable insurance company and, if requested, provide the Council with evidence of such insurance.

15 Payment of grants

15.1 Final payment of the grant will not be made until all works are completed to the satisfaction of the Council and subject to the following:

- I. Submission of invoice(s) and Grant claim form.
- II. Submission of bank statement evidencing payment of all paid invoice(s).
- III. Satisfactory revenues check (confirmation that applicant is not in arrears with the Council).
- IV. Confirmation that all necessary statutory consents relating to Environmental Health and/or public protection (if applicable) have been complied with.
- V. Confirmation that all necessary statutory consents including but not limited to *Planning Permission, SAB/SUDS, Building Regulations, Change of Use, or Listed Buildings Consent* have been complied with.
- VI. Confirmation from an independent Quantity Surveyor (as appointed by the Council) that the works have been satisfactorily undertaken. Final Grant payment will be based on a fair and reasonable cost as assessed by an independent Quantity Surveyor.

- VII. If the independent Quantity Surveyor deems the work to be unacceptable, the applicant will have to rectify the work, at their own cost, and may incur a further cost for the Quantity Surveyor to reassess the work. If the work is not rectified to a satisfactory standard, the Council may have the work corrected and will withhold part or whole of the Grant.
- VIII. A legal restriction has been successfully registered against the property at land registry in favour of Rhondda Cynon Taf Council.

15.2 Interim payments are considered at the discretion of the Council.

15.3 Invoices paid with cash **will not** be considered for grant funding; Payments must be in the form of BACS, Faster payments, CHAPS, or cheque.

16 Publicity

16.1 Projects must erect a sign on site during the construction phase, acknowledging funding sources.

16.2 The Council and UK Government reserves the right to publicise any project supported once grant offer has been accepted.

17 Transfer conditions / repayment of grant

17.1 **Grant recipients who are awarded up to £49,999 will have a restriction registered** in favour of the Council against the Grant funded Property/registered estate. The restriction must remain registered against the property for a period of 5 years from the date of the final payment of such part of the Funding.

The restriction recorded shall be in the following terms or such similar terms required by Land Registry: -

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Rhondda Cynon Taf Council, 2 Llys Cadwyn, Taff Street, Pontypridd, Rhondda Cynon Taf, CF37 4TH.

The legal restriction shall be in the form annexed to this letter to prevent a disposal of the property without the Councils written consent.

17.2 Should the Property title/estate have any existing charges or restrictions recorded against it then the Applicant is required to assist the Council, as it so requires, in order to agree and complete any deed of priority that may be required to be entered into with any other party.

17.3 The applicant shall give the Council prior notice of any intention to vacate, transfer or register a charge against the property (or part of) to which the grant relates within 5 years of the date of the final payment of grant. In this event the Council reserves the right to clawback the full level of grant funding that was provided. Should the building receive planning permission for change of use prior to disposal, then 100% of grant will be reclaimed.

17.4 If a project receives Grant aid to bring a vacant floor in to use, should this floor be utilised for anything other than the previously agreed end use then up to 100% of the Grant will be reclaimed. This will apply for five years after the final Grant payment.

18 Monitoring

18.1 Officers of the Council will be permitted full access to the property for them to evaluate the effectiveness of the grant aid and compliance with its terms and conditions. The applicant will be contacted in due course in order to arrange a monitoring visit. Visits to the grant-aided scheme by representatives of the Council will take place to monitor the progress of works. Thereafter, these visits maybe arranged at 6 monthly intervals until all conditions and outputs are attained and demonstrated.

19 Terms and conditions

19.1 A copy of the terms and conditions for the Grant will be provided with the formal grant offer.

20 Submission of applications

20.1 Applications should be sent to the following address: -

PropertyRegeneration@rctcbc.gov.uk

Rhondda Cynon Taf Council has absolute discretion over the terms, eligibility and decision making of the Commercial Improvement Grant and retains the ability to amend the criteria at any time. We cannot be held responsible for advice given by a third party which may be incorrect.