



**Funded by  
UK Government**

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**Wedi ei ariannu gan  
Llywodraeth y DU**

**Rhondda Cynon Taf**

**Shared Prosperity Fund  
Large Scale Property 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.**



**RHONDDA CYNON TAF**

## Glossary

*Within the application pack there are several terms used. The glossary below provides definitions of some of the terms used:*

**Contingency Sum** - *A contingency sum is a sum of money allowed 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 an SME.*

**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 50 people and has an annual turnover or annual balance sheet total that does not exceed EUR 10 million.*

**Micro Enterprise** - *Employs fewer than 10 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 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 £23.00.*

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

## 1. Introduction

1.1. The Large-Scale Property Improvement Grant offers applicants the opportunity to apply for funding (subject to planning) to –

- Target buildings with vacant floorspace in key town centres. Eligible works include all required building works required to achieve the project objective, which needs to be agreed with the Council in advance of an application.

## 2. Works

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.

### Residential

- The minimum requirement from each project is 1 x 1 bedroom self-contained flat. Eligible expenditure includes works deemed necessary to create new residential accommodation.
- Projects should comply to the minimum floor space as recommended in the most up to date Welsh Housing Quality Standards.

[welsh-housing-quality-standard-2023.pdf \(gov.wales\)](#)

- Student accommodation, bedsits and studios are not eligible for grant funding.

### 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

### Commercial - Internal

- Windows & doors
- Improved accessibility
- Walls, ceilings, lighting
- Energy Efficiency measures when included as part of the overall scheme.
- Utilities and services, including heating.
- Showers and hygiene facilities
- Bike Storage facilities
- Welfare facilities (e.g., essential washroom and cleansing facilities only)
- Structural works

**Ineligible expenditure includes:**

- General maintenance costs
- Certain types of fixtures and fittings – eligibility to be confirmed by the Council.
- Legal and accounting fees
- Cash and/or credit card payment to Agents/contractors
- Works carried out prior to grant offer (unless approved by the Council in writing)
- Any invoices paid for using cash/credit card.

**3. The Grant**

3.1. The grant is normally only 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 £250,000.

3.4. 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.

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 £250,000 is not affected.

3.6. The Fund is provided by UK Government and will operate within a fixed, time-limited programme.

3.7. Applicants will be able to submit applications from the 3rd of April 2023.

3.8. All grant approvals will be subject to receiving a works programme and agreeing a grant payment programme for the duration of the project.

- 3.9. The Grant can be paid in agreed instalments on the production of invoices, interim certificates, defrayment evidence etc.
- 3.10. A minimum of 10% of the total Grant award may be withheld (Retention) until the Council is satisfied that all 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.
- 3.11. 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.
- 3.12. 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).
- 3.13. There is no guarantee that all applications will be successful. Proposals will be assessed on a first come first served basis, subject to eligibility and available budget.
- 3.14. 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.
- 3.15. Any variance to approved works will need to be agreed in advance with the Council.

#### **4. Eligible applicants**

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

- 5.1. Independent professional agents (Agent/Architect/Surveyor) **must be used** to coordinate/manage **projects from inception to completion**. Agents' fees are eligible expenditure, at the discretion of the Council.
- 5.2. Agents' fees can include the following services: -
- Supplying Drawings
  - Preparing measured Bill of Quantities
  - Scheduling
  - Tendering

- Obtaining Permissions
- Site Supervision/Contractor Management
- Supplying of Invoices
- Other services e.g., structural engineers
- Managing the project on a day-to-day basis
- Submitting Grant claims – including detailed valuation sheets

5.3. Agents will produce a detailed *Tender Pricing Document* to include an itemised bill of quantities outlining **all** aspects of work and specifications (i.e., measurements, materials, and workmanship).

5.4. Agents must not make payments to any contractors on behalf of the applicant.

5.5. Agents' fees may include costs incurred within a reasonable time prior to grant approval; however, any costs incurred prior to grant approval are at the risk of the applicant. These costs will be ineligible should the project not be awarded grant funding, or the project does not comply with the Terms and Conditions of the grant.

5.6. Please note that Agents must be professionally qualified; architects should be members of the RIBA or RIAS, and chartered surveyors will be members of the RICS with an appropriate level of specialist experience and understanding and have valid Professional Indemnity Insurance. Any other Agents should be members of appropriate bodies e.g., CIOB (Chartered Institute of Builders). Evidence of membership will be required at the start of the process or any variety from this requirement will need to be agreed in advance by the Council.

5.7. Where the property is a listed building, the Agent must be able to evidence experience of working on heritage/conservation projects.

5.8. Where the property is a listed building, the architect must be able to evidence experience of working on heritage/conservation projects, such as RIBA specialist conservation architect or conservation architect status.

5.9. A final report detailing all work undertaken may be required from the Agent.

5.10 The grant can contribute towards an agent's fee up to a maximum level of 10% of the total eligible project cost for RICS/RIBA/RIAS/CIOB qualified agents. Agent's fee for the reasonable cost of defined works would be calculated as follows (e.g., Eligible Cost of Works = £50,000, Agents Fees (10% Max) = £5,000 = Grant Support of £3,500)).

**Note: - The Council will reserve the right to request a change of Agent if the Agent cannot demonstrate the required skills and experience.**

## 6. Application Process

### 6.1 STAGE ONE – Expression of Interest

- Complete an Expression of Interest form and email to [Propertyregeneration@rctcbc.gov.uk](mailto: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.

### 6.2 STAGE TWO – Full Application

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

Agents must assist in the application process.

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

- Itemised Bill of Quantities (must include measurements, materials, and workmanship)
- Value of works between £15,000 - £75,000: three invitations to tender/quotation.
- Valuation of works over £75,000: four invitations to tender/quotation.
- Tender Report
- Evidence will be required of accreditation to Rent Smart Wales.
- Two copies of scaled drawings (minimum 1:50 scale) showing the existing building and the proposed works. (1:5 – 1:10 scaled drawings may be required for specific details.). These should be prepared by a suitably qualified professional.
- Recent photographs of the property
- 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)
- Mortgage details (on property)
- Loan details (on property)
- 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 (original paperwork will be required) such as a bank statement.
- Last 3 years audited accounts.
- Business Plan
- Survey Report (if applicable)

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 and referred to the scheme's guidance notes.

## **7. Contractors**

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

7.2. The following references may be required:

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

7.3. 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 per project.

7.4. 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.

7.5. 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.

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

7.7. A detailed Programme of Works must be produced (on MS Project or similar) by the main contractor prior to work beginning on site. The Programme shall be updated accordingly.

7.8. 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.

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

**Note: - The Council will reserve the right to request a change of Contractor if the Contractor cannot demonstrate the required skills and experience.**

## 8. Procurement

8.1. When procuring goods or services, Agents 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. Agents should ensure that contractors have the appropriate licences/qualifications. The Agent must therefore ensure that the following procurement procedures are adopted according to the estimated maximum value of the contract at estimate/pre-tender stage.

8.2. Applicants will be required to invite a minimum of the following estimates/tenders as part of the application process: -

8.3.

<b>Estimated Value of Works</b>	<b>Estimate/ tender action required</b>
£15,000 - £75,000	Three invitations to tender/quotation
£75,000+	Four invitations to tender/quotation

8.4. 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.

8.5. On a set day after the tender submission deadline, the Council will provide the agent 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 confirming they cannot do the work in the timeline required.

8.6. Estimates 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.

## 9. Outputs

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

Output	<b>Amount of commercial buildings developed or improved (m2)</b>
Definition	<ul style="list-style-type: none"> <li>The number of square metres of building space created or refurbished for non-domestic use.</li> <li>Extensions to existing buildings also count as new floor space.</li> </ul> <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	<b>Number of rehabilitated premises (numerical value)</b>
Definition	<p>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.</p> <p>Rehabilitated means remediated to a point of beneficial use.</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	<b>Amount of rehabilitated land (m2)</b>
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.
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<b>Output</b>	<b>Number of commercial buildings developed or improved (numerical value)</b>
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.

<b>Output</b>	<b>Jobs Created as a result of the support</b>
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.</p> <p>Created jobs exclude those created solely to deliver the intervention (e.g., construction).</p> <p>Permanent means it should have an intended life expectancy of at least 12 months from the point at which it is created.</p> <p>Only count each individual FTE or job once through the lifetime of a project (i.e., it should not be counted every year)</p> <p>FTE is a measure of an employee's scheduled hours in relation to an employer's hours for a full-time workweek</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>

<b>Output</b>	<b>Jobs Safeguarded as a result of the support</b>
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"> <li>- FTE should be based on the standard full-time hours of the employer.</li> <li>- At risk is defined as being forecast to be lost within 6 months.</li> <li>- Only count each individual FTE or job once through the lifetime of a project (i.e., it should not be counted every year)</li> <li>- FTE is a measure of an employee's scheduled hours in relation to an employer's hours for a full-time workweek</li> </ul>
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</p> <ul style="list-style-type: none"> <li>- include job title and the number of hours per week.</li> </ul> <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. Welsh Language

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

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

## 11. Climate Change / Carbon Reduction

11.1 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.

## 12. Statutory requirements and expectations

12.1. Applications should provide confirmation of any required consents, such as

- Planning Permission / Change of Use
- Building Regulations
- SAB/SuDs
- 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.

12.2. Applicants will be expected not to be in arrears with payments or in dispute with the Council at the grant approval stage and payment stage of the project.

12.3. All works need to comply with the guidance within the schedule letter and Council Supplementary Planning Guidance.

- 12.4. Listed buildings or properties within a Conservation Area will be subject to further conditions as advised by the Council.
- 12.5. The applicant must ensure that their business and premises are compliant with all relevant environmental health, trading standards and consumer protection legislation and
- 12.6. Any Planning 'Change of Use' application should be completed prior to the grant application process.
- 12.7. 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](mailto:planningservices@rctcbc.gov.uk)**

### **13. Decision making Process.**

- 13.1 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.
- 13.2 If any information is incomplete, incorrect or the evidence provided is insufficient the application will not be processed, and it will be rejected.

### **14. Grant Approval**

- 14.1. 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. No grant monies will be released until the required Legal Charge and/or Restriction is registered at Land Registry
- 14.2. Unsuccessful applicants will be issued with a notifying letter.

### **15. Insurance**

- 15.1. 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.

### **16. Payment of grants**

- 16.1. 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 original 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. Production of Interim/Final Certificates.
- IX. A legal charge has been registered against the property at land registry.

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

16.3. Invoices paid through credit card /hire purchase/extended credit agreements/finance leases/contra invoices and cash purchases **will not** be considered for grant funding; Payments must be in the form of BACS, Faster payments, CHAPS, or cheque.

## 17. Publicity

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

17.2. The Council and Welsh Government reserves the right to publicise any project supported.

## 18. Transfer conditions / repayment of grant

18.1. **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 County Borough Council, The Pavilions Clydach Vale Tonypanyd CF40 2XX or their Conveyancer.

18.2. **Grant recipients awarded £50,000 or more will have a legal charge (together with a restriction) registered** in favour of the Council against the Grant funded Property/registered estate. The legal charge and 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 legal charge/restriction shall be in the form annexed to this letter to prevent a disposal of the property without the Councils written consent.

18.3. 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.

18.4. 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.

18.5. 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.

## **19. Monitoring**

19.1. Officers of the Council will be permitted full access to the property in order 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 will be arranged at 6 monthly intervals until all conditions and outputs are attained and demonstrated.

## **20. Terms and conditions**

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

## **21. Submission of applications**

21.1. Applications should be sent to the following address: -  
[Propertyregeneration@rctcbc.gov.uk](mailto:Propertyregeneration@rctcbc.gov.uk)

## Annex 1 Legal Charge

DATED

20[ ]

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(1) [ ]

(2) [ ] County [Borough] Council

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LEGAL CHARGE  
RELATING TO

[ ]

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**THIS DEED OF LEGAL CHARGE** made on the                      day of                      20[ ]

**BETWEEN:**

**THE MORTGAGOR**                      [                      ] [(Company No: [                      ])]  
[whose registered address is] [of] [                      ]  
[                      ]

**THE MORTGAGEE**                      [                      ] **County**  
**[Borough] Council** of [                      ]

**WHEREAS** pursuant to the Agreement the Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee under the Agreement

**WITNESSETH** as follows:

**1. Definitions and interpretations**

The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations:

“the Agreement” shall mean the Award of Funding letter dated [                      ] which was accepted by the Mortgagor on the [                      ]

“this Charge” shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise.

“LPA 1925” shall mean the Law of Property Act 1925

“the Property” shall have the meaning ascribed to it in the First Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof.

“Secured Obligations” shall mean all monies obligations and liabilities from time-to-time due owing or incurred by the Mortgagor to the Mortgagee under or pursuant to the Agreement and which relate to the Property.

- 1.1 The expressions “the Mortgagee” and “the Mortgagor” shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor



1.2 Where “the Mortgagor” includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the

default of one of such persons or such bodies shall be deemed to be the default of all.

- 1.3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof.
- 1.4 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation.
- 1.5 The singular includes the plural and vice versa and words importing one gender only include all other genders.
- 1.6 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1.7 This Charge incorporates the Schedules annexed hereto.

## **2. Charge**

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

## **3. Perform Agreement**

The Mortgagor hereby covenants with the Mortgagee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement.

## **4. Repair and Insurance**

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee. The said insurance shall be affected in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property, the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property, then if the Mortgagor shall procure the due compliance by the Landlord with its insuring the obligations the Mortgagor shall be.

deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

## **5. Restrictions on Disposal etc.**

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee:

- 5.1 sell or dispose of the Property.
- 5.2 grant any lease of the Property at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property.
- 5.3 mortgage charge or otherwise encumber the Property.

## **6. Compliance with legislation**

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property.

## **7. Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand.

## **8. Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Mortgagee.

## **9. Power to Appoint and Powers of Receiver**

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Mortgagee. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses. Such remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property.
- 9.3 to sell lease or otherwise dispose of or deal with the Property.
- 9.4 to take any proceedings as he shall think in respect of the Property.
- 9.5 to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property.
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit.
- 9.7 to insure the Property as he shall think fit.
- 9.8 to appoint employees' managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge.
- 9.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted.

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment.

## **10. Power of Attorney**

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby.

## **11. Further Assurance**

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him.

## **12. Consolidation**

Section 93 of the LPA 1925 (restricting the Mortgagee's right of consolidation) shall not apply to this Charge.

## **13. Notices**

Notices and demands by the Mortgagee may be given or served:

- 13.1 personally, or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service.
- 13.2 by first class pre-paid post. Service shall be deemed to have been affected two working days after posting.
- 13.3 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no grant of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre- paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been affected two working days after posting.

## **14. Indemnity for Costs etc.**

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with any enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

## **15. Certification**

A certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor.

## **16. H M Land Registry Restriction**

The Mortgagor requests the Chief Land Registrar to enter the following restriction on the Register of the Property: -

*“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 the proprietor for the time being of the charge dated [ ] in favour of [ ] County [Borough] Council referred to in the charges register or its conveyancer.”*

**17. Delivery**

This Charge is intended to be and is hereby delivered on the date hereof.

**18. Enforcement by Third Parties**

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**19. Law and Jurisdiction**

This Charge is governed by and shall be construed in accordance with the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales.

## **FIRST SCHEDULE**

### **The Property**

The Property shall mean all that piece or parcel of land known as [     ] which is registered with absolute title at the Land Registry under Title Number [     ]



**[EXECUTED as a DEED by [ ]**

..... in the  
presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

Witness Occupation ..... ]

**[EXECUTED as a DEED by [ ]**

acting by

[ ]

a director

in the presence of:

Witness Signature.....

Witness Name.....

Witness Address.....

Witness Occupation ..... ]