



Stage 1

Expression of Interest Application

Guide for Applicants

PRE-LAUNCH DRAFT



**Armagh City
Banbridge
& Craigavon**
Borough Council

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February 2021 – Pre Launch Draft

1. Introduction and Objectives

The purpose of this document is to provide guidance to those applying for grant assistance under the 'Empty to Occupied Programme' (the "Scheme").

This is a grant scheme which aims to encourage vacant commercial property owners to invest in their buildings, attract tenants and reduce long term vacancy.

Armagh City, Banbridge and Craigavon Borough Council (the 'Council') have committed to deliver the Scheme to support property owners and occupiers in bringing vacant properties back in to commercial or residential use. The scheme will create opportunities for tenants and improve the vitality and vibrancy of our towns and villages.

Property owners wishing to undertake external and internal property improvement works to enhance the lettable, functionality and appearance of their property are encouraged to apply for grant assistance through the Scheme.

The Expression of Interest form is mandatory for anyone considering applying for a grant. We will use the information you provide in the Expression of Interest form as the basis for our decision as to whether or not you will be invited to submit a Stage 2 Grant Application.

The Scheme has a limited budget and grants will be made through a competitive process. The scheme is limited to one application per applicant. It is envisaged that a maximum of 15 schemes will be supported with the funding available.

The Scheme cannot fund costs incurred or any commitment to costs incurred prior to any offer of funding from Council (retrospective funding). Projects that have already taken place or are already under way at the time of the funding application assessment will not be funded.

In an attempt to minimise wasted effort and resources, we strongly advise you to undertake a self-assess eligibility check to determine whether an application will progress towards assessment. Council would recommend that you do not submit an application if your organisation or project appears to be ineligible without first discussing with a council officer.

The first point of contact for queries is the Grant Project Officer who can be contacted via email at: **emptytooccupied@armaghbanbridgecraigavon.gov.uk**

Objectives

The Scheme outcomes will:

- Tackle prominent long-term vacant properties within the Borough's 'Settlement Development Limits'¹.
- Impact positively on the streetscape of our city, towns and villages.
- Provide high specification buildings.
- Create buildings that are fit for purpose and ready to occupy.
- Create potential to attract meanwhile or long-term tenants.
- Bring redundant/disused floor space back into use.

¹ Settlement Development Limits are set out within each Local Development Plan. These can be found at https://wayback.archive-it.org/11112/20190702142313/https://www.planningni.gov.uk/index/policy/development_plans/devplans_new_council_area.htm (select the development plan for your area, select map library (on the right hand side bar) and then choose the map for your settlement).

2. Funding - Eligibility and Criteria

Who Can Apply for Financial Assistance?

The Council will not consider applications from Applicants that discriminate against Section 75 groupings. Section 75 outlines the nine categories for which due regard to the need to promote equality of opportunity must be paid, namely between persons of different religious belief, political opinion, racial group, age, marital status or sexual orientation; men and women; persons with a disability and persons without; and persons with dependants and persons without.

Council **will not** consider applications from Applicants that:

- are in breach of State Aid rules with regard to De Minimis funding, ie. grants cannot be provided to a project under this Scheme if the business has received more than €200,000, inclusive of this grant request, in the last three years from public funding sources;
- discriminate against Section 75 groupings (see above);
- are businesses which have been in deficit for the last two financial years without a justifiable reason;
- relate to land or property which is to be, or could be sold, within 12 months from the receipt of final payment of grant aid. Where an award under this Scheme has been offered and accepted, the full grant must be repaid to Council;
- are from individuals;
- have submitted another application; and
- social enterprises.

In addition, Council **will not** consider applications for projects which:

- are located outside the Armagh City, Banbridge and Craigavon Borough Council area;
- have an eligible total capital spend of **less than £30,000** inclusive of professional fees;
- are unable to provide most recent audited accounts from the previous three financial years;
- do not meet the objectives of the Scheme;

- have already taken place or are already under way at the time of the funding application assessment;
- duplicate what already exists;
- are deemed to be commercially unsustainable;
- are of a party political nature;
- promote a particular religion; or
- are contrary to Council policy.

What can you apply for?

This is a Capital Scheme only. There is no funding towards revenue costs such as training, IT/e-business and marketing expenditure. The maximum level of financial assistance is **60% of the total eligible capital costs** submitted and approved through a successful application, **capped at a maximum of £80,000** grant award per applicant.

The Scheme has a limited budget and grants will be made through a competitive process. It is envisaged that a maximum of 15 schemes will be supported with the funding available. The Council however reserves the right to restrict a funding offer to certain elements of a project proposal.

The scheme **will not fund**;

- land purchase or leasing;
- costs incurred or any commitment to costs incurred prior to any offer of funding from Council (retrospective funding);
- non-project specific costs;
- costs representing poor value for money;
- items purchased outside of the Council procurement guidelines (see Section 5.0);
- recoverable VAT;
- an item which can be funded through another grant source;
- professional fees;

- insurance costs;
- interest / banking fees;
- cash expenditure will not be eligible for refund from Council;
- projects where contractors have already been appointed to undertake the work; or
- ongoing maintenance costs (e.g. painting) or consumables - i.e. goods used by individuals and businesses.

Eligible Costs

Please note: No retrospective funding will be given.

Eligible costs will be limited to;

- construction works (e.g. renovations, extensions, modernisation, conversion, flooring, lighting, electrical, wiring, plumbing and heating works) as required for the delivery of the project may be considered;
- non recoverable VAT; and
- purchase of fixtures and fittings which are an integral part of the project.

If you are unsure, please email emptytooccupied@armaghbanbridgecraigavon.gov.uk for guidance.

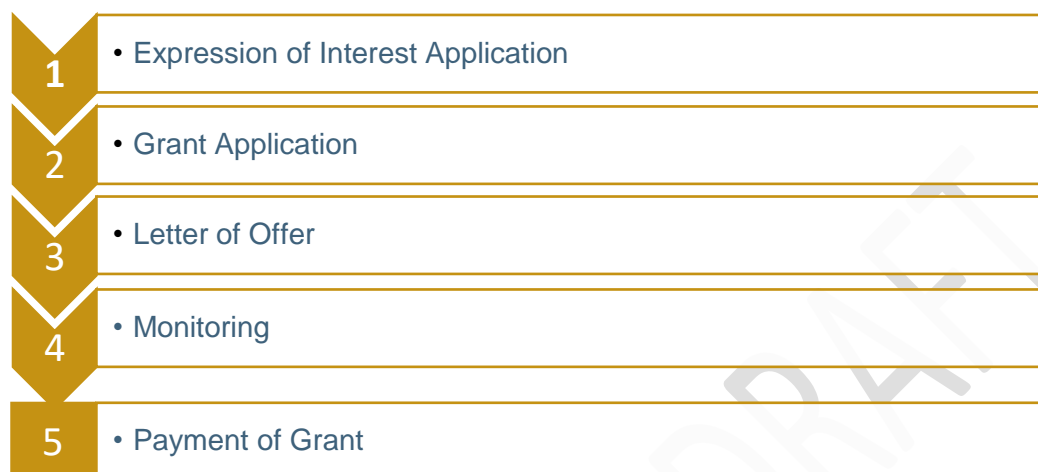
VAT

We cannot cover the costs of VAT that you can reclaim, it is therefore your responsibility to seek appropriate advice.

If your VAT status changes during your Project, we will reduce our contribution to the costs where you have managed to claim back the VAT.

3. Stage 1 – Expression of Interest

The Scheme will progress through five key stages.



Stage 1 – Expression of Interest (EOI) Application

The EOI is the first stage in applying for an Empty to Occupied Programme grant. We, the Council, will use the information you provide at Stage 1 to decide whether or not to invite you, the Applicant, to submit a Stage 2 Grant Application.

EOI Applications will be evaluated using a two-stage process. Grant applications will be assessed by an **Independent Professional Advisory Team** (hereafter referred to as the **‘Professional Advisors’**) and council officers, and allocated on a competitive basis.

The Professional Advisors will comprise an independent Quantity Surveyor, Property Valuer and Architect who will be appointed by Council to administer the scheme. The Professional Advisors will be responsible for assessing Stage 1 Expression of Interest Applications and Stage 2 Grant Applications, providing technical assistance at Stage 1 and 2, and monitoring the progress of each successful project from the Letter of Offer Stage to full completion and award of grant.

EOI Applications must demonstrate how they meet all of the Eligibility Criteria at Stage A, before proceeding to be assessed against the EOI Assessment Criteria in Stage B.

The Eligibility Criteria in Stage A are Mandatory Requirements; therefore failure to meet all of the Eligibility Criteria in Stage A will result in the EOI Application being eliminated and the Applicant not invited to submit a Stage 2 Grant Application.

Completing and Submitting the Application Form

Detailed guidance on how to respond to the specific questions is included at **Appendix 2**.

It is recommended that you take the time to read the guidance offered.

The following are important matters in relation to submitting your application:

- **ALL applications must be submitted online.**
- **The funding call will remain open until exactly 12 noon on 9 Friday 2021, after which no applications or materials (unless specifically requested by Council) will be accepted.**

Please note:

- **It is essential that you avoid trying to submit your application at the last minute as any holdups may result in a late submission and your application therefore being deemed ineligible.**
- **Support to submit an application online will be available to applicants who request it. Anyone requiring such support should seek it at the earliest opportunity via emptytooccupied@armaghbanbridgecraigavon.gov.uk and not as it is not possible to guarantee the availability of assistance for everyone approaching the deadline.**
- **Incomplete applications, which do not include the necessary supporting material and/or applications received after the closing date will not be considered for evaluation.**

In very exceptional circumstances a paper alternative will be allowed but it is essential that:

- This must be agreed in advance with the Grant Project Officer.
- If agreed, then it must be hand-delivered to Craigavon Civic Centre and a receipt from the Receptionist obtained as evidence of submission.

Paper applications which are not approved for submission, cannot produce a receipt for their submission, or which are late, incomplete or delivered anywhere other than Craigavon Civic Centre, will be deemed ineligible.

Stage A - EOI Eligibility Criteria

The following Eligibility Criteria will be assessed on a Pass / Fail basis as part of the Stage A evaluation process:

- I. The Property must be located within the Settlement Development Limits of Armagh City, Banbridge and Craigavon Borough. Settlement Development Limits are set out within each Local Development Plan. These can be found at https://wayback.archive-it.org/11112/20190702142313/https://www.planningni.gov.uk/index/policy/development_plans/devplans_new_council_area.htm. Select the appropriate development plan for your area, select the map library (on the right hand side) and then choose the map for your settlement.
- II. Applicants must have a freehold or long leasehold interest in excess of 10 years in the Property.
- III. The entire Property must be vacant for a period greater than three years. Documentary evidence of this will be requested at the Stage 2 Grant Application Stage.
- IV. The project must have an eligible total capital spend of more than £30,000 inclusive of professional fees.
- V. The Property must be occupied for commercial use or made available for let at or below open market rent following completion of the project. Please note that repairs to your own home / private dwelling are not eligible.
- VI. The Applicant will agree to the property being surveyed and assessed by the Council's Professional Advisors.
- VII. The Applicant must agree to actively market the property and work with the Council's **Lease and Property Advisor**² to try and secure a tenant for the Property for a least 24 months following the completion of any works.
- VIII. The Applicant must provide a professional estimate of the project costs.
- IX. The applicant must provide a comprehensive photographic survey of the existing building including interior and exterior photographs.
- X. The Applicant must provide a statement outlining the type of tenants they anticipate will occupy the Property following completion of the works.

² The Council intend to make available a Lease and Property Advisor to work with applicants to help secure tenants for long-term vacant properties. The Council's appointed Advisor will work with property owners to assist them to secure a permanent tenant for their building or premise. Participants in the scheme must be prepared to work with the Council's Advisor regarding flexibility of lease, rents, maintenance and terms of occupancy. Property owners must also participate in a mentoring programme and workshops.

The Council will assess all Stage 1 Applications against the above Eligibility Criteria.

Essential Documentation Required

In addition to completing all of the sections and declarations required on the application form, the following supporting documentation must also be submitted online as three individual pdf documents with the application.

Failure to provide any of the following documentation will result in the application not being assessed.

- 1. Evidence of security of tenure** must be provided as either:
 - a. proof of ownership of the land and, or, property where your proposed project will be developed. This could be in the form of either a copy of the property/land deeds or a letter confirming ownership from a solicitor; or
 - b. copy of the lease with at least 10 years duration remaining with written permission from the landlord for the project to proceed.
- 2. Evidence of project costs** by providing:
 - a. one quotation for the work that the funding application relates to or;
 - b. one cost estimate if produced by an appropriately qualified Quantity Surveyor.

Please note if an offer of grant aid is made the successful candidate must follow the Council's procurement process.
- 3. Photographic Survey** which must include:
 - a. Photographs of all external elevations (including roof);
 - b. Photographs of all interior rooms which will be altered through the proposed project works (including floors and ceilings).
 - c. Photographs of interior halls or passageways which provide connections to these rooms (including floors and ceilings).
 - d. Floor plans of each floor within the building with annotated room names or references.

- e. All photographs must be clearly labelled with room names or references used on the floor plans and a brief summary provided of works to be undertaken within each room.

All of the above documents must be submitted electronically via the online application form.

Stage B - EOI Assessment Criteria

All applications that PASS the above Eligibility Criteria will then be assessed by the Council and its Professional Advisors using the following four 'Property Assessment Criterion'.

Property Assessment Criterion	Score Range	Weight	Max Score
Vacancy Status Buildings which have the potential to bring vacant floor space back into use will be prioritised.	5 - Completely vacant building 3 - Partially occupied building 1 - Vacant/cleared site	4	20
Contribution to Streetscape and Vitality Funding will be more beneficial in terms of overall impact if a vacant building (or site) which detracts from the streetscape is prioritised.	5 – Derelict Building 4 - The building detracts significantly from the streetscape 3 - Vacant / cleared site 2 - The building has a neutral impact on the streetscape 1 – The building has a positive impact on the streetscape	4	20
Prominence Vacant buildings that feature prominently on key routes will be prioritised, as will vacant buildings that terminate a significant view or vista. Focusing on these buildings will benefit overall vitality, in terms of providing attractive 'gateways' and encouraging visitors to explore and dwell in the area.	5 – Building or site located at 'gateway', or terminates significant view or vista 3 – Building or site is on a main thoroughfare 1 – Building or site is less prominent	6	30
Need and Long Term Impacts Projects which clearly set out how the proposed works will provide accommodation and be	5 – Excellent Response 4 – Good Response 3 – Satisfactory Response 2 – Poor Information	6	30

Property Assessment Criterion	Score Range	Weight	Max Score
occupied by a type of use based on evidence of need in the local area will be prioritised.	1 – Unsatisfactory Response		
TOTAL SCORE			100

Expressions of Interest Applications will be ranked in order of score. **The highest ranking properties will be invited by letter to move forward to Stage 2 Grant Application.**

Applications deemed unsuccessful in the current call will not be invited to submit a Stage 2 Grant Application, however may be considered at a later stage if additional funding becomes available.

Please note: Incomplete applications will not be assessed.

Review Process

Following the decision to reject an application at the Expression of Interest Stage, the Applicant will be informed in writing stating the reasons for the decision. The Applicant may make a written request to review the decision within 10 working days from the date of the rejection letter. The formal review will provide an independent process through which the applicant will have the opportunity to demonstrate in writing to the Review Panel that either:

1. The decision was incorrect because the Council failed to take into account the information contained within the Application or took into account information that was not contained within the Application; and/or,
2. There was a failure in adherence to procedures and guidance issued with the call for applications or systems that materially affected or could have materially affected the decision; and/or,
3. That Officers involved in the assessment process had a clear conflict of interest and had failed to declare this in the appropriate manner.

Appeals on any other grounds will not be considered. It should also be noted that no additional supporting documentation will be permitted at this stage.

4. Stage 2 – Grant Application

Applicants who are successful at Stage 1 EOI will be invited by letter to submit a Stage 2 Grant Application.

At this stage those who wish to proceed will be required to return detailed project information that will be assessed by the Council and its Professional Advisors. **A detailed Stage 2 Application Grant Guide will be published prior to the opening of Stage 2**, however the application requirements at this stage will likely include the following information:

- a. **Detailed information about the project**, including written description, surveys, schedule of works and detailed planning or construction drawings.
- b. **Documentary proof of property ownership** including for example up-to-date copies of the Land Registry title register (with plan), leases and evidence of any existing mortgages (mandatory if applicable).
- c. **Documentary proof that the entire property has been vacant for a period greater than three years** including for example copies of rates bills.
- d. **Evidence of project costs, project cashflow forecast and demonstration of value for money**. Project costs must be evidenced by providing:
 - i. one quotation for the work that the funding application relates to or;
 - ii. one cost estimate if produced by an appropriately qualified Quantity Surveyor.

Please note if an offer of grant aid is made the successful candidate must follow the Council's procurement process which will be provided with the Letter of Offer.

- e. **Evidence in writing that all required statutory approvals will be in place or have been applied for** and (including but not limited to; planning permission, listed building consent and building control consent) **or** evidence in writing from the statutory agency that statutory approvals are not required for the works being proposed in the application.
- f. **Evidence that the funding shortfall is in place** (i.e. the finance is secured to pay the balance of project costs). Match funding can be a loan, cash, contract payments or a mixture of the three.
 - Cash - provide a bank statement clearly indicating the necessary level of funding.
 - Loan - provide an agreed loan offer from a financial institution.

- Future contract payments (not extending beyond the duration of the Letter of Offer) – detail expected contract payments and dates along with the relevant contract and letter from the buyer confirming when payment is due as well as a signed letter from the owner/applicant that the money will be ring fenced for the project.
- g. **A three year business plan** to include commitment and proposals to actively market the property and seek a tenant or occupy the property in the long-term upon practical completion.
- h. **Audited accounts from the previous three financial years.**

Site Visit

Following the submission of the Stage 2 Application and prior to the application assessment a mandatory site visit will be conducted by the Council and it's Professional Advisors in order to clarify any outstanding issues.

If additional information is required and cannot be provided at the site visit, you will be given 5 working days from the date of the site visit to provide this. Failure to meet the time limit will lead to the automatic rejection of the Application.

Stage 2 Grant Application Assessment Criteria

It is anticipated that Stage 2 Grant Applications will be evaluated using the following criteria.

	Essential Criteria
1	Value for Money (cost versus benefit)
2	Need for the Project (market need, need for specific capital works, benefits to the economy)
3	State of Readiness (position of statutory approvals)
4	Route to Occupancy (Clear assessment and business plan to secure occupation of the property)
5	Impact on the Vitality of the Area (extent of positive impact)

To ensure consistency and equity the evaluation undertaken by the Assessment Panel will assign scores to each criteria based on scoring definitions that will be published prior to the opening of Stage 2 in the Stage 2 Application Guide.

Applications will be ranked in score order and recommended an award up to a maximum of 60% of the total eligible capital project costs of up to £80,000. It is anticipated a maximum of 15 projects will be supported.

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5. Stages 3, 4 and 5 – Letter of Offer, Monitoring and Payment of Grant

Stage 3 - Letter of Offer

Successful Stage 2 Grant Applicants will receive a Letter of Offer outlining grant value, programme and terms and conditions. It is anticipated that the letter of Offer will require an undertaking that:

1. All works will be carried out by the applicants appointed contractor, this contractor must be Construction Line registered with active status.
2. The applicant will appoint suitably qualified professionals to supervise their project.
3. The Council's Professional Advisors will closely monitor project progress.
4. Applicants must actively market the building and work with the Council's appointed Lease and Property Advisor to secure a tenant for their refurbished building.
5. The award of grant will be properly acknowledged in writing.
6. Council's procurement policy must be adhered to.

The following project timeline will also be outlined in the Letter of Offer:

- Grant award.
- Submit Permission to Start Form within 6 months.
- Receive Permission to Start from Council.
- Deliver your Project within the Grant Expiry Date.
- Submit Completion Report within 3 months.
- Legally bound to the Standard Terms of Grant and the Grant Contract for up to 5 years or as otherwise stipulated (see section in this Guide titled Standard Terms of Grant).

To start your Project and be eligible for your Grant payment, you must complete a Permission to Start form.

You will be expected to submit your Permission to Start form within **three months** of the date of your Letter of Offer. If there are substantial delays and it has not been received within six months we may decide to withdraw the offer of your Grant.

Before we are able to grant you Permission to Start, you will need to complete the following tasks (if applicable):

- Confirm that the funding shortfall and/or partnership funding is in place.
- Obtain and confirm that all statutory permissions are in place.
- Secure any necessary licenses, for example a newt or bat license.
- Confirm ownership of freehold or leasehold Property to meet our requirements.
- Any other requirements set out in the Letter of Offer.

Once we have approved your request we will confirm your Permission to Start. You can then start work on your Project. You should not start any work on your Project until you have our written permission to do so. If you do so it is at your own risk and the Project will no longer be eligible for funding.

NB: The Council will not retrospectively fund projects.

We recommend you;

- do not start your Project before receiving a Permission to Start instruction from the Council;
- acknowledge your funding and promote the Scheme;
- keep track of your Project spend;
- keep track of your Project timetable;
- retain all original invoices and receipts;
- begin marketing and looking for a tenant from the outset;
- remember to claim your Grant; and
- make sure you communicate and make Council aware of any issues.

Grant Expiry Date

Your Grant Expiry Date will be given in your Letter of Offer. It will be based on the Project timescale as identified in your Application.

You must complete your Project and submit your Completion Report and Final Payment Request form by the Grant Expiry Date.

If you experience delays in delivering your Project, you can request an extension to the Grant Expiry Date.

We will try to be flexible but cannot guarantee an extension and if your Project takes significant longer than set out in your applicant we may close your Grant and ask for the repayment of all or part of your Grant Award.

Procurement

Procedures to recruit consultants and contractors must be fair and open and comply with the relevant equality legislation.

In all Projects regardless of the level of funding you will be required to provide details of the procurement (buying), tendering and selection process for all parts of your Project. If you are unsure about your obligations, you are advised to seek professional or legal advice.

Applicants must demonstrate value for money and adhere to Armagh City, Banbridge and Craigavon Borough Council Procurement Policy.

Applicants must agree to Council's Terms and Conditions of Grant Award. These include an undertaking that:

- All works will be carried out and supervised by suitably qualified professionals; and
- Council's procurement processes will be followed when delivering the project ie:

Estimated Value

Where estimated cost is up to £7,500

Where estimated cost is £7,501 - £30,000

Where estimated cost exceeds £30,000

Process To Be Used

A minimum of 3 written competitive quotations required.

A minimum of 4 written competitive quotations required.

Public advertisement required.

The above figures are exclusive of VAT and show the **minimum** number of quotations which should be sought.

The applicant must seek quotes from and appoint contractors who are Construction Line registered with active status in line with Council Procurement Thresholds.

Your Project may be covered by European Union (EU) procurement rules if it exceeds the thresholds. This may require that all services for both fees and construction will need to be

tendered through Tenders Direct, previously known as Official Journal of the European Union (OJEU).

You do not necessarily need to appoint the contractor/supplier/consultant who provides the lowest quote. When deciding who to appoint for your Project you should look at the overall value for money the quote presents and the skills, experience and financial viability of the contractor/supplier/consultant.

Fees for any consultants or other professionals that you recruit during the Project should be in line with professional guidelines and be based on a clear written specification.

If any of the contractors / suppliers / consultants you wish to appoint are linked, for example close friends or relatives, or if there is any financial link such as ownership or employee of these contractors, suppliers etc you will need to obtain our written permission from Council at the outset.

Stage 4 – Monitoring

The Council's Professional Advisor will monitor each project to its completion and provide appropriate support for the applicant in relation to the scheme's operation throughout the period of the scheme.

During this Stage the applicant must as a minimum:

- Provide evidence of and confirm in writing that all stages of the goods/services procurement process is in line with the Council's Procurement Policy.
- Provide regular Progress Reports including updates on works undertaken, procurement, costs, submit interim certificates for review and monitoring and provide photographic evidence.
- Allow access for regular site progress visits by the Council and its Professional Advisors.
- Work with the Council's Lease and Property Advisor to actively market the property (if no tenant has been secured).
- Provide a Practical Completion Certificate.

It is important that submitted documents are legible and are given names that usefully describe their contents.

All documents should be in PDF format, with the exception of spread-sheets which should be in their original format.

As part of the monitoring process the Council's Professional Advisors will require access to the project site at all times.

Photographic Record

You will be required to capture photographs throughout your Project showing your progress which you should submit with your Progress Report (where relevant). You will need to provide a photographic record of your Project with your Completion Report and Final Payment Request form which includes at least five high-resolution digital images in electronic format (jpegs) showing different aspects of your Project.

The images should show your Project occupied. You will need to provide a sample of images that show your Project before, during and after it is finished. When completing your Progress Report and Completion Report and Final Payment Request form you can let us know if material from your Project is available on the internet and where it can be found.

We may make use of your images in publicity material. Before you provide us with any images, you must ensure that the necessary consents are in place and the images are free of copyright constraints. This is particularly important where images include young people or vulnerable adults and where specific permission must be sought in advance. If you require any guidance on this, speak to us.

Progress Report Form

When you have spent the first 50% of your works budget you will need to submit a Progress Report.

We will monitor the progress of your Project to confirm that it is being delivered as identified in your Application and the stipulations set out in your Letter of Offer. In between submitting your Progress Report, it is important that you keep us informed of progress in reaching key milestones, for example appointment of contractors, or issues arising so that we can respond and support you as appropriate.

Stage 5 – Payment of Grant

Your Grant will be paid in two instalments based on the following percentages:

- **90%:** Once the works associated with your Project is complete.
- **10%:** Once you have successfully secured a Tenant and they have occupied the Property or, if this has not been possible, once you have demonstrated that you have actively marketed the property for a continuous period of two years and have constructively worked with the Council's Advisors to try and secure a Tenant.

Once the works associated with your Project is complete you must submit the Completion Report and Grant Payment Request form which can be obtained from us.

This form will allow you to claim the payment of your Grant (up to 90%). It is recommended that you do this as soon as you can gather all the information together and while the Project is still fresh in your mind.

This form **must** be submitted within **three months** of completing your Project. If we do not receive the report within this timescale, we may withhold your final payment or reconsider the sum of some or all of your Grant.

By complete we mean;

- your Project is finished;
- you have a Practical Completion Certificate;
- you have evaluated your Project and created a Completion Report; and
- you can supply Project photographs (jpegs).

Please note that we will not make your final payment until we have received and reviewed all the required information including your Completion Report.

Once you have made your Grant request, we will not accept any further requests for payments from you. You should therefore agree your final accounts with your contractors and suppliers before you apply for the Grant payment.

We will continue to keep in contact with you at intervals after the Project is completed including through Surveys.

The Completion Report you need to provide must include:

- Certificate of Practical Completion;
- Project invoices received during reporting period;
- Table of costs for amounts of less than £250
- Confirmation that contents and buildings Insurance is in place to cover ; and
- Photographic record of your Project.

We aim to release the Payment of 90% of your Grant within 30 working days of receiving your completed claim form and all the mandatory supporting documents (see Appendix 1).

When the property has been let and occupied, or after the continuous two year marketing period (as set out above) has passed, you must submit an Evaluation Report telling us the marketing activity, terms and evidence of any lease entered into in relation to the *Project*, the

Projects achievements and any lessons learned.

This submission of this Evaluation Report will, subject to assessment of its content, allow you to claim the payment of the outstanding element of your Grant. We recommend that you do this as soon as you can gather all the information together and while the Project is still fresh in your mind.

The report **must** be submitted within **three months** of the building being let and occupied or 27 months from your Project Completion Date if the property has not been let. If we do not receive the report within this timescale, we may withhold your final payment or reconsider the sum of some or all of your Grant.

Payment will be made to the bank account identified in your Permission to Start and Payment Request form.

Projects Completing Under Budget

If you spend less than your agreed costs and your Project completes under the budget of your Grant we will adjust your Grant accordingly. Your final payment will be calculated based on your overall Project costs and the Grant Percentage identified in your Letter of Offer.

Project Completion Date & Grant Contract Duration

The formal Project Completion Date is the date of the letter we will send you at the end of your Project letting you know that we have received all the necessary documentation to record the Approved Works of your Project as complete and pay 90% of your Grant.

Your Letter of Offer states the duration that the Grant Contract will apply to your Project during which you must maintain your ongoing Project commitments. This starts once we have signed your Permission to Start form and will last for five years after the Project Completion Date.

A delay in submitting your Completion Report and Final Payment Request form will extend the duration of the Grant Contract.

Appendix 1 – Standard Terms of Grant

‘we’, ‘us’, ‘our’ – Armagh City, Banbridge and Craigavon Borough Council.

‘you’, ‘your’ – the Applicant(s) awarded the Grant as set out in the *Letter of Offer* and any organisation which agrees to comply with the *Grant Contract*.

Additional Grant Conditions – any additional grant conditions set out in your *Letter of Offer*.

Application – your completed Stage 1 Expression of Interest Application and Stage 2 Grant Application forms and any documents or information you send us to support your request for a *Grant*.

Approved Project – the *Approved Project* summarises the *Project* described in your *Application*.

Approved Usage – how you said you would use, market and seek a tenant for the *Property* in your *Application* (allowing for any changes that we may have agreed up to the release of any of the *Grant*) for at least 24 months following the *Project Completion Date* or until the *Property* is let if earlier than 24 months.

Approved Work – the construction works and fixtures and fittings we approve as set out in the *Application* and *Grant Contract*.

Evaluation Report – the report you must send us before we pay the last 10% of the *Grant* telling us the marketing activity, terms of any lease entered into in relation to the *Project*, any reasons why tenants did not want to lease the *Property*, its achievements and any lessons learned.

Grant – the amount set out in the *Letter of Offer*.

Grant Contract – made up of the

- *Letter of Offer*;
- *Standard Terms of Grant*;
- *Any Additional Grant Conditions*; and
- *Signed Permission to Start Form*.

Grant Expiry Date – the date by which you must achieve the *Approved Project* as set out in the *Letter of Offer*.

Letter of Offer – the letter confirming our *Grant* to you.

Permission to Start Form – the form you submit to us requesting permission to start the *Project*.

Permission to Start – our written confirmation that you may start the *Project*.

Project – the *Approved Work* as set out in the *Application* (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the *Grant* and any changes that we tell you about in the *Letter of Offer*). This includes the commitments made to actively market the *Property* and work with the Council and its advisors to seek a tenant for the *Property*.

Project Completion Date – the date of the letter we send you letting you know that the *Approved Works* for the *Project* is recorded as complete.

Property – the property as set out in your *Application* to which the *Grant* relates.

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the *Grant Contract* set out in the *Letter of Offer*.

Delivering the Project

1. You must use the *Grant* only for the *Approved Project*, unless you get our approval beforehand.
2. You must not start work to achieve the *Approved Project* before *Permission to Start*. The Council will not retrospectively fund projects.
3. You must achieve the *Approved Usage* and make your final *Grant* drawdown by the *Grant Expiry Date*.
4. You must complete the *Approved Works* needed to achieve the *Approved Project* and actively market the *Property*, or let the *Property*, following completion of the *Approved Project*.
5. As well as these *Standard Terms of Grant*, you must follow the *Additional Grant Conditions* (if any) set out in the *Letter of Offer*, address any issues we identify in the course of monitoring, and meet the requirements set out in any other guidance we issue which is relevant to the *Grant Contract* or your *Approved Project*.
6. You must carry out the *Approved Project* in line with current best practice and to a standard that is appropriate to the *Project* and any statutory designations. You must follow all legislation and regulations that apply.
7. You acknowledge that the *Grant* comes from public funds and you will not use the *Grant* in a way that constitutes unapprovable State Aid. In the event that it is deemed to be unapprovable State Aid, then you will repay the entire *Grant* immediately.

Project Monitoring

8. You must give us any progress reports and financial or other information and records we may need from time to time on the *Grant*, the *Property*, the *Approved Project* and the *Approved Usage* of the property.
9. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the *Property* and any work to it;
 - b. monitor the conduct and progress of the *Approved Project*, and
 - c. monitor the *Approved Usage*.

In these cases we will give you notice. You will report on the progress of the *Approved Project* at times agreed with us.

10. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
11. We will monitor the progress of the *Approved Project* and will carry out checks at and after the end of the *Project* to confirm that it is delivering the outcomes expected. If we (or anyone we authorise) make any recommendations on matters relating to the *Approved Project*, you must take those recommendations into account when meeting your obligations to us.
12. You must take appropriate steps to monitor your own success in achieving the *Approved Usage* of the *Property*. On completing the *Approved Project*, you must submit your *Evaluation Report* before we will release the final *Grant* payment.

Procurement

13. Before you start any phase of the work needed to achieve the *Approved Project*, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
14. If the *Approved Works* involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the Council's procurement procedures.

Property

15. You must continue to own the *Property* and keep exclusive control over what happens to it for a minimum of five years following the final payment of the *Grant*. You must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

- that you pay us a share of the net proceeds of selling or letting the Property within one month;
- that you sell or let the Property at its full market value;
- any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale price as the Grant is to the original cost of the *Approved Project*. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the *Grant* (or any part of it as we think fit) for any reason but it is for us to decide that.

16. You must maintain the *Property* in good repair and condition after the work has been done.
17. You must insure the *Property*.
18. You must tell us, in writing, within five working days about any significant loss or damage to the *Property*.

Publicity and acknowledgement

19. We may make the purpose and amount of the *Grant* public in whatever way we think fit.
20. Once we have announced the *Grant*, you must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the *Grant*, you must not issue any public statement, press release or other publicity in relation to the *Grant* or which refers to us, other than in a form we have approved beforehand.
21. You must also provide us with digital images in electronic format of the *Project* or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Grant Payment and Repayment

22. We will, up to the *Grant Expiry Date*, pay you the *Grant* or any instalment of it in line with these *Standard Terms of Grant* and the procedures explained in the *Grant Contract* as long as we are satisfied that you are achieving (and will continue to achieve) or have achieved the *Approved Project* in line with these *Standard Terms of Grant* and that you are spending the *Grant* in proportion to any other funds you receive from other sources.
23. We will only pay you the *Grant* following inspection of the Property and upon issue of a Completion Certificate. You must notify us when works have been completed so they we can arrange an inspection.

24. We will only pay you the *Grant* when we have received a completed Claim Form accompanied by the following documentation or any other documentation or evidence we set out in the *Grant Contract*.
- a. Evidence of quotes sought and value for money in accordance with the Council Procurement thresholds.
 - b. Copies of original invoice/s for works and materials
 - c. Evidence of cheque/BACS payment to contractor/s & supplier/s
 - d. Copy of original bank statement showing associated cheque number/BACS payment leaving applicant's account
 - e. Contractors practical completion certificate
 - f. Proof of statutory approvals and sign off
 - g. Councils Advisory Team completion certificate and project report
25. We will only pay the *Grant* to the *Applicant* via direct BACS payment.
26. You acknowledge that the *Grant* is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
27. You must repay to us immediately any *Grant* that we have paid you (and we will stop any future instalments of the *Grant*) if:
- you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;
 - you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - you have acted negligently in any significant matter or fraudulently in connection with the *Approved Project* or the *Approved Usage*;
 - any competent authority directs the repayment of the *Grant*;
 - there is a significant change in your status;
 - you knowingly withhold information that is relevant to the content of your *Application*;
 - you do or fail to do anything that brings us into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
 - you fail to make good progress with the *Project* or are unlikely in our view to complete the *Project* or achieve the *Approved Usage* agreed with us; or
 - you fail to keep to any of these *Standard Terms of Grant*.
28. If you complete the *Approved Project* without spending the full amount of the *Grant*, you must pay back the part of the *Grant* you have not spent. We will treat you as spending the *Grant* in proportion to other funds you were due to spend or receive from other sources for the *Approved Project*.

29. If you sell or otherwise part with all or part of the *Property* without our permission under paragraph 15, or you receive money in some other way as a result of you not following these *Standard Terms of Grant*, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 24.
30. We will only pay the *Grant* if the contractor used for the work needed to achieve the *Approved Project* is Constructionline Registered with active status.
31. You must pay for the work needed to achieve the *Approved Project* via BACS and not cash.

General Terms

32. You may not, and must not claim to, transfer the *Grant* or any rights under these *Standard Terms of Grant*.
33. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these *Standard Terms of Grant* and to give us the rights granted to us under them.
34. If there is more than one of you, any liability under these *Standard Terms of Grant* will apply to you all together and separately.
35. We may rely on any of our rights under these *Standard Terms of Grant* at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these *Standard Terms of Grant*.
36. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these *Standard Terms of Grant* if we (or anyone we authorise) give it to you in writing.
37. Any notice, request or other document we or you send to each other under these *Standard Terms of Grant* shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage prepaid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.
38. Any documents you need to send us under these *Standard Terms of Grant* are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.

39. The *Term of the Grant Contract* will last for the period set out in the *Letter of Offer*.
40. These *Standard Terms of Grant* cannot be enforced by anybody other than you or us.

PRE-LAUNCH DRAFT

Appendix 2 – Guidance on Completing the Application Form

Detailed guidance on how to complete the application form will be provided here in the final version of this document. This will be published when the scheme launches.

PRE-LAUNCH DRAFT

Appendix 3 – Planning, Building Consent, Insurance and Data Protection

PLANNING PERMISSION / STATUTORY CONSENT

It is the responsibility of the applicant to ensure that all statutory approvals are gained and complied with. A 'Certificate of Lawful Use or Development' may be requested to prove that planning consent is not required if there is any uncertainty.

Please contact the local planning office to enquire if your project will require planning consent / listed building consent / road service approval etc. as Council cannot fund any projects without statutory consent if we are advised it is necessary.

You may also contact your local planning office to identify if your property is within the settlement development limits.

Local Planning Office

Phone: 0300 200 7830

Email: planning@armaghbanbridgecraigavon.gov.uk

Website: <http://www.armaghbanbridgecraigavon.gov.uk>

BUILDING REGULATIONS

It is the responsibility of the applicant to ensure that each project complies with Building Regulations and approvals are sought. Please contact the local building control office.

Local Building Control Office

Phone: 0300 200 7830

Or Email:

armaghbc@armaghbanbridgecraigavon.gov.uk

banbridgebc@armaghbanbridgecraigavon.gov.uk

craigavonbc@armaghbanbridgecraigavon.gov.uk

Website: <http://www.armaghbanbridgecraigavon.gov.uk>

LISTED BUILDINGS

To find out if a building is listed in Northern Ireland, you can search the Northern Ireland Buildings Database.

Please contact the Historic Environment Division (HED)

Heritage Buildings Designation Branch

Historic Environment Division

*Klondyke Building
Cromac Avenue
Gasworks Business Park
Ormeau Road
Belfast
BT7 2JA*

- enquiries: 028 9082 3177 or 028 9082 3126
- listing: 028 9056 9281
- website: <https://www.nidirect.gov.uk/articles/finding-a-listed-building#toc-0>

INSURANCE

The applicant, agent and/or contractor is responsible for all risks in connection with public or employer liability associated with the building works.

DATA PROTECTION

Armagh City Banbridge & Craigavon Borough Council values your right to personal privacy. We at all times try to be open about the reasons why we collect, hold and use your personal information. We collect information about you in order to fulfil our statutory obligations and provide you and other people with services. Some of the information we gather may be used to help us provide you with improved services. We at all times aim to comply with the Data Protection Principles, ensuring that information is collected fairly and lawfully, is accurate, adequate, up to date and not held any longer than necessary. If your personal data needs to be used for purposes other than those mentioned, we will contact you to seek your consent. You have a right to see information held about you (with a few exceptions allowed for in the Data Protection Act 1998). If you wish to see any personal information held on you please put your request in writing, stating clearly who you are and what information you would like to see to the address below. A fee is chargeable up to £10.00 which covers the cost of gathering, copying and redacting the data.