

Eligible Works

1.0 GENERAL PRINCIPLES

- 1.1 THI grants will only be available to applicants who own the freehold to the property concerned, or a lease that has a minimum of ten years to run at the date of application.

Grants recipients will be required to provide evidence of statutory consents (such as planning, listed building, or building regulations if required), prior to receiving written approval to start work.

THI works to a property will be expected to begin within three months of the grant offer being accepted.

For all works of over £5000 at least three competitive tenders must be sought, from contractors of recognised standing.

A photographic record of all works to historic buildings subject to a THI grant should be made and photographs of the relevant parts of the property should be submitted with the grant application.

Thanet District Council reserves the right to apply conditions to a grant offer on a building, if appropriate.

All work must be undertaken with respect for the character and integrity of the building or structure, and of the area in which it lies, in accordance with the relevant national conservation policies, and following published guidance and advice issued or endorsed by the relevant national heritage organisation.

Tenders should only be invited from contractors known to be able to achieve the standards of quality required.

Grant will not be paid for work that, in the reasonable opinion of the HLF, does not meet generally accepted standards of quality in materials or workmanship appropriate to the circumstances, whether in conservation work or new construction.

2.0 ELIGIBLE CATEGORIES OF WORK

2.1 Building Repair

This includes the structural and external repair of historic buildings, which are in use. It can sometimes include internal repairs, but only if these are necessary for structural stability, and if the public has access to the building by virtue of its use.

It does not include routine maintenance, redecoration, or internal repairs alone unless the decoration is needed as a direct result of eligible repair.

The level of grant from the common fund should reflect the difference between the cost of repair and the financial value added to the property as a result of repair.

The objective is to put into sound repair the structure and external envelope of buildings that make a positive contribution to the character or appearance of the conservation area. Repairs should be comprehensive in scope, using appropriate techniques or methods of construction and high quality natural or traditional materials, normally on a like-for-like basis. Substitute or artificial materials are ineligible and their use general unacceptable on grant-aided projects.

Repairs may include:

- Consolidation or reinforcement of the existing structure, using the most conservative approach that is practicable, although limited reconstruction as existing is eligible if unavoidable.
- Appropriate repairs to timber frames, roof structure, beams, floor joists and other structural timbers, based on a careful and comprehensive survey are acceptable, when justified on the grounds of avoiding major disturbance of historic fabric.
- Dry rot eradication and timber preservation treatments, preferably based on an analysis and specification by an independent consultant (whose fees are also eligible), and using non-destructive techniques and non-toxic applications wherever possible.
- Damp-proofing by traditional methods, but only where damp is causing structural damage to the building. Damp eradication measures, such as improved drainage, the introduction of French drains, or the lowering of ground levels, are preferable where practicable.
- Re-roofing in natural materials traditional to the area, normally to match the historic covering, using new materials and/or re-using sound existing materials where possible. Repairs to the roof structure and high level external elements should be undertaken concurrently. Re-roofing with artificial or alternative materials, such as concrete tiles, asbestos cement slates, reconstructed slates or artificial stone slats is not eligible for grant, nor is the use of roofing felt for flat roofs or lining gutters.
- Repairs to chimney, including lining or rebuilding if structurally essential, provided that the chimney is reinstated accurately to the historic height and profile; also replacement of the historic style of chimney pots/cans. The retention and repair of existing stacks or stalks may be a condition of grant offered to other work.

- Repair or renewal of existing lead work, the provision of weatherings, and the reforming of gutters to adequate falls, normally in accordance with the details and weights recommended by the Lead Sheet Association in *The Lead Sheet Manual*.
- The repair or replacement of rainwater goods or a rainwater disposal system to a building, to match the historic material and sections. Generally, this will be in cast iron, but occasionally in lead, timber or stone, where appropriate. Aluminium, plastic, PVC or GRP rainwater goods are not eligible.
- The repair of external stonework and brickwork, including decorative elements, to an appropriate specification. Plastic *in situ* resin-based mortar repairs to brickwork and stonework are not normally acceptable or eligible, except for minor areas.
- Selective rebuilding of existing stonework and brickwork, if structurally necessary and to an agreed specifying. Generally, this will be using salvaged existing materials, and/or new matching materials and should be preceded by a record survey of the existing. Only repointing which is structurally necessary, kept to the absolute minimum required and carried out to an appropriate specification, is eligible. Comprehensive repointing for cosmetic reasons is not eligible.
- The repair (or if unavoidable, replacement,) to the historic pattern and detail, and in the historic material, of windows, external doors and other external joinery, which contributes to the character of the building and/or the conservation area.
- Repairs to external render, stucco or harling and limited areas of renewal (there should be a presumption against total or substantial renewal, unless this is unavoidable), to an approved specification. If such a coating has been removed in recent years to the detriment of the performance and appearance of the building, its reinstatement may be the most appropriate form of repair. Also eligible is the repair of applied details and features, such as cornices, string courses, window architraves, columns, pilasters, rusticated rendering. These should be repaired carefully and accurately to the historic form or profile, and as nearly as possible to the historic composition. Generally, GRP or similar replacement mouldings are not acceptable for grant, nor are proprietary *in situ* resin-based repair techniques.
- The external cleaning of stonework and brickwork is **only** eligible where there is such a build-up of dirt, paint or built-up resin coatings on the surface that it must be removed in order to assess the extent of necessary repair or where the surface build-up is damaging the fabric of the building by chemical action. Cleaning for cosmetic reasons is therefore **never** eligible. Any cleaning which is agreed to be eligible must be undertaken to an approved specification and carried out by specialist conservation contractors.

- The repair to the historic pattern and detail of distinctive architectural features, for example decorative ironwork such as balconies, canopies and railings; tiling and other historic finishes, and architectural sculpture.
- The repair or reinstatement of retaining walls, boundary walls and/or railings, if they contribute to the stability of the building, enhance its setting, or are of particular interest in the Conservation Area.

2.2 Reinstatement of architectural details

This can include the reinstatement of architectural features, but only where the building is otherwise in sound repair, or will be repaired as part of the project. The objective is to reinstate in whole or part elements of the exterior fabric of buildings which are essential to their design and character, such as ornamental masonry (including architectural sculpture), stucco and other finishes and details, joinery to historic patterns, and ornamental metalwork such as balconies, canopies and finials.

It does not include ‘conjectural restoration’ work that is work for which there is no firm historical evidence, either surviving on the building or recorded in photographs or drawings. Nor does it include works involving the reversal of alterations that are themselves of quality and interest.

The level of grant from the common fund should reflect the financial value (usually modest) added to the property as a result of such work.

2.3 Bringing vacant historic floorspace back into use

This includes floor space within partly used historic building, such as unused upper floors over shops. Proposals for such work must respect the character and interest of the building internally as well as externally.

Since the objective is to bring vacant floorspace back into use, all aspects of the physical work of conversion will be eligible, including necessary alterations both internal and external. Internal work will normally involve decoration, but furnishings, and services beyond the basic provision of heat, light and power, are not eligible. Grants to bring floorspace into use must only be offered if the building is in sound repair, or will be made so through concurrent repair work.

The grant from the common fund should cover the “conservation deficit”, that is the difference between the cost of conversion and exterior and interior repair work, and the value when converted. Grants cannot contribute to the cost of fitting out space for a specific use.

Proposals to bring vacant historic floor space back into use will involve individual assessment by a qualified independent professional. A reasonable developer’s profit may be included.

However, where the value of the property on completion is significantly higher than forecast, we may seek to recover all or part of the grant.

2.4 Infilling gap sites in key frontages

New build will not be supported where it might adversely affect the use or occupation of historic buildings in the area.

It must be clear that buildings of an appropriate quality can be achieved only by subsidy combined with the use of planning powers.

The grant from the common fund should be limited to additional costs, which arise directly from the planning and architectural requirements of development in a historic setting, when compared to the cost of comparable local development outside the Conservation Area.

The objective is to achieve an appropriately high standard of design and materials in an historic context. Normally, the eligible works will be the structural elements whose appearance will affect the character of the Conservation Area, whose quality the grant is intended to secure.

2.5 Public Realm Works

This includes urban green spaces, historic surfaces and other townscape features, such as old walls and railings that define historic public spaces, using appropriate natural materials. This may include external works associated with a grant-aided repair project which enhance the setting of a building and the removal of unsightly clutter on buildings and other eyesores which are detrimental to the appearance of the conservation area. Repair work should involve the use of natural materials and traditional techniques so as to match the historic work as nearly as possible.

It does not include routine maintenance, conjectural restoration, the recreation of wholly lost features, modern layouts generated by traffic management or pedestrianisation schemes, the replacement of street furniture, or burying overhead cables.

The grant from the common fund for public realm projects should be limited to the difference between the cost of repair or renewal to normal standards, and the conservation option.

We will need to see formal assurances about the maintenance of public realm works from the responsible authorities, and you must make routine maintenance a condition of grants to third parties.

3.0 GENERAL MATTERS

3.1 Professional Fees

Expenditure on fees for qualified professional advisers is eligible for grant provided they belong to one of the recognised institutions: normally Registered

Architects (but not architectural technicians) or Chartered Surveyors (members of the RICS) with an appropriate level of specialist experience.

The involvement of professional advisers is encouraged. Full professional fees for architectural services are only eligible if the professional adviser inspects the work in progress and is responsible for its certification on completion.

3.2 **Value Added Tax**

VAT may be payable on eligible repair costs and fees and, where it cannot be recovered, it is eligible for grant. Guidance on VAT and listed buildings is contained in VAT Notice 708 *Buildings and Construction* (August 1997) available from the local VAT office.

OPERATION OF SCHEME AND CONDITIONS

GUIDANCE ON HOW THE RAMSGATE TOWNSCAPE HERITAGE INITIATIVE SCHEME OPERATES, AND CONDITIONS NORMALLY ATTACHED TO THE GRANTS

1.0 INTRODUCTION

- 1.1 The Ramsgate Seafront Townscape Heritage Initiative may provide financial help to encourage the conservation, regeneration and enhancement of historic buildings and street features that make a positive contribution to the character and/or appearance of the area within the Ramsgate Conservation Area designed for the THI – to be funded jointly by the Heritage Lottery Fund (HLF) and Thanet District Council (TDC).

2.0 ELIGIBLE WORKS

- 2.1 Grants are available from the THI for five different categories of work:

- (a) Up to 20 to 50 % for repairs to the external envelope and structure of buildings that are in use;
- (b) Up to 50 to 75 % for reinstatement of architectural heritage details and features to buildings that are in use;
- (c) For gap sites;
- (d) Bring vacant floor space within historic buildings back into use, and
- (e) Public Realm works.

For (c), (d) and (e) see separate 'Eligible Works' notes.

- (f) Building Repairs grants are available towards the costs of repairing the external envelope and structure of historic buildings that are in use. Eligible works include repairs to roofs (including chimney stacks), rainwater goods, walls, windows, door and shop fronts (including pilasters, fascias, etc.), internal repair works resulting from external dilapidations or structural defects, or from carrying out eligible works and redecoration associated with, or as a direct consequence, of eligible works. Materials used and construction methods must be appropriate to the character of the building.
- (g) Grants to restore the original appearance of historic buildings that are in use by reinstating architectural details and features which are missing or have been replaced with inappropriate details of materials are available,

either in association with building repairs grants or as stand-alone grants if the building is otherwise in sound repair, eg: restoration of a missing cornice, balcony or railings, or replacement of modern windows and/or doors, rainwater gutters and downpipes, chimneys and their pots, etc.

2.2 Full details of eligible works and standards of repair are given in the separate leaflets 'Guide to Eligible Work' and 'Specification Requirements for Grant-Aided Work'.

2.3 Grant aid is **not available for routine maintenance**, or redecoration that is not the result of eligible work. Under the External/Structural Repairs and/or Reinstatement Works grant categories, both eligible and non-eligible works can be undertaken within the Project Works, although only eligible works will be granted aid.

All the elements of work intended to be included in the Project Works under these grant categories must be itemised in a detailed **Schedule of Works** so that the cost of each can be identified and priced individually by the competing tenderers in order to facilitate the preparation of a Grant Assessment by the THI Project Officer for presentation to the Ramsgate THI Officers Group, all or some of whose members will make up a Grant Panel for the purpose of considering grant applications. The Grant Assessment will allocate grant percentages to each of the work elements according to the category of grant that they qualify for.

2.4 Grants are not means-tested; they are discretionary, and there is no automatic entitlement to a grant.

3.0 GRANT RATES

3.1 Repairs to historic buildings that are in use can qualify for grants of up to 50% of the approved cost of the eligible works.

3.2 Reinstatement of lost or damaged architectural heritage details and features of buildings that are in use, which have no economic benefit in themselves, can qualify for grants of up to 75% of the approved cost of the eligible works.

3.3 See *Maximum Grant Allowance of Grant-Eligible Works* on separate page.

4.0 PROCEDURE FOR GRANT AIDING OF ELIGIBLE WORKS

4.1 The Application process:

- (a) Applicant makes contact with the Ramsgate THI Project Officer.
- (b) Applicant and Project Officer meet on site in order to establish the nature, extent and eligibility of the work required to be carried out and the documentation that will need to be submitted in support of a grant application. The applicant is informed that there is no guarantee of a grant.

- (c) Applicant arranges for Drawings and/or Photographs, Specification and an itemised Schedule of Work to be prepared as previously agreed with the Project Officer.
- (d) Applicant arranges for Competitive Quotations or Tenders to be submitted from the required number of Contractors based on the aforesaid documentation.
- (e) Applicant completes Grant Application Form (in consultation with his professional advisers and/or the Project Officer if necessary), and submits it with all documentation in support of his application.
- (f) The Grant Application is assessed by the Project Officer, and a report is prepared and put before the Ramsgate THI Officers Working Group for ratification and approval.
- (g) Applicant is notified of the decision of the THI Officers Working Group and, assuming that the application has been approved, an Offer Letter is issued setting out the basis on which the grant will be made and requiring the Applicant to agree to the terms and conditions which will be part of the Contract Agreement between the Applicant and Thanet District Council (on behalf of the Funding Partnership). The contract between TDC and Applicant is signed, and the Applicant then becomes the Grant Recipient or Grantee.
- (h) Applicant enters into a Contract with the Contractor whose Tender or Quotation has been accepted for the carrying out of the project works, and notifies the Project Officer of the proposed start and finish dates.
- (i) Applicant notifies the Project Officer of the actual Start Date of site operations to enable the Project Officer to plan Site Inspections of the work in progress.
- (j) Applicant can apply for Interim Payments based on the Stage Payments as set out in the Contract with the Contractor, with the work certified as having been satisfactorily carried out by the Applicant's professional adviser and approved by the Project Officer (see Section 8.1).
- (k) Applicant informs the Project Officer of the completion date for site operations (Practical Completion) of the project works in order to arrange a Final Site Inspection.
- (l) Applicant supplies the project Officer with Certificate of Completion, Final Payment Certificate and/or Receipted Accounts for all of the work satisfactorily completed and approved by the Project Officer, and submits claim for payment of outstanding grant money.
- (m) Final instalment of approved or adjusted grant money paid to Grant Recipient.

4.2 Applicants must complete the Ramsgate THI Application Form and provide the following information in support of their application for a grant:

- (a) Measured Drawings showing the building as it exists and the works proposed to be carried out to it, and a Specification for those works, and/or (depending on the nature and extent of the work).
- (b) Photographs of the building as it exists, or where drawings are not appropriate showing proposed alterations to the elevation(s), and
- (c) A Schedule of Works, detailing the various items of work proposed to enable eligible work and their costs to be identified from non-eligible work for grant purposes, and
- (d) **Quotations or Tenders subject to the following criteria:**
 - **Three written competitive quotations based on a clear written itemised Schedule of Works where the estimated value of the project is up to £5,000;**
 - **Three formal competitive tenders for projects where the estimated value of the project is between £5,000 and £50,000;**
 - **Four to six formal competitive tenders where the estimated value of the project exceeds £50,000.**

Applicants must provide proof that competitive tendering procedures have been followed. This should take the form of a report on the quotations /tenders received, together with the decision on which quotation/tender has been accepted. Full and factual reasons have to be given if the lowest tender has not been selected (see Section 6.0: Professional Advice).

Where the Applicant will also be the Contractor, the award of a grant will be based on the submission of Drawings and/or Photographs and Specification, plus an itemised Schedule of Works (including Quantities) which has been costed by an independent RICS qualified Quantity Surveyor who is acceptable to the THI Project Officer, and which may be subject to further independent examination.

- (e) Estimated Start and Completion dates for the project.
- 4.3 A Grant Applicant must be either the freeholder or a leaseholder with not less than 10 years' unexpired leasehold interest in the property. If the leasehold interest is less than this, the lessor (ie: the superior lessee or freeholder) must be joined in the application and bound by the contractual conditions attached to the grant.
- 4.4 Full guidance notes and application forms are available from the Ramsgate THI Project Officer. The completed application should be sent to the Ramsgate THI Project Officer at Thanet District Council, PO Box 9, Cecil Street, Margate, Kent, CT9 1XZ.
- 4.5 Any Grant Approval given by TDC under these conditions in relation to the proposed Project Works does not relieve the applicant of the responsibility for obtaining any necessary permission, approval, consent or clearance required under

Planning Acts, Building Regulations, Historic Buildings, Ancient Monuments, Wildlife, Ecclesiastical or other relevant statutory legislation. All necessary permissions, approvals or consents, etc. must be obtained before the Project Works begin, and it is a condition of the offer of the grant that all the requirements of these statutory instruments are complied with.

- 4.6 Grant applications will be processed and assessed by the Ramsgate THI Project Officer, working in consultation with representatives of the funding partners and Officers of Thanet District Council as necessary. Recommendations for grants will be subject to the approval of the Ramsgate THI Officers Group.
- 4.7 **Retrospective applications for grant aid cannot be considered under any circumstances; any work commenced without prior written agreement is not eligible.**
- 4.8 **If the cost of the project works exceeds the Quotation or Tender Price, grant increases will not normally be considered. Estimates should therefore include appropriate Provisional and Contingency Sums in accordance with normal professional judgement in order to avoid or minimise the potential for cost over-runs. It is therefore advisable that appropriate assistance is obtained from suitably qualified and experienced professionals who are members of recognised Professional Institutes, in order to establish the nature and true extent of the work required to be undertaken (see Section 6.0 on Professional Advice, etc.).**

5.0 GENERAL CONDITIONS

- 5.1 Works are to be carried out in accordance with the standards stipulated by TDC, following the guidance given in the '*Specification Requirements for Grant Aided Work*', and in accordance with any approvals, consents or permissions under the Planning Acts, Building Regulations or other statutory instruments that require to be complied with. **Any amendments to the works must be agreed in advance, in writing, with the THI Project Officer regarding the grant, and with Thanet District Council regarding statutory consents.**
- 5.2 The works must be carried out in accordance with the approved Drawings /Photographs, Specification and itemised Schedule of Works as amended by and subject to technical conditions contained in the grant offer. The approved works must be carried out in full and to the satisfaction of the THI Project Officer. Interim inspections of work in progress will be made to ensure that the work is being carried out to an acceptable standard and in accordance with the approved documents submitted with the application. An inspection will be made on completion of the work to ensure that the terms and conditions of the grant offer have been met in full before the grant is paid. Representatives of all of the funding partners must be allowed access to the property to carry out such inspections, by appointment at any reasonable time, and in safe conditions. The Project Officer will indicate whether an inspection is required at particular stages of the work.

5.3 The Applicant must demonstrate adequate and proper competitive quotations/tenders for the works appropriate to the nature and size of the project (see Section 4.2). **Contractors selected and invited to tender must have appropriate experience and expertise.**

5.4 **The THI Project Officer must be notified in writing:**

- When work is to commence, and the anticipated date for completion;
- Any significant change to the forecast date of completion;
- Upon completion of the works;
- If any alterations to the proposed and approved works are to be undertaken, and whether or not it is intended to treat these as grant aided. Failure to agree variations to the works, or additional works, may invalidate the grant offer.

5.5 The offer of grant must be accepted within **one** month, unless otherwise agreed with the Project Officer.

5.6 The grant-aided works must commence within **nine** months of the grant offer, unless otherwise agreed with the Project Officer.

5.7 While the Works are in progress the Applicant (who becomes known as the Grant Recipient or Grantee after the award is granted) **must maintain adequate insurance cover on the building, the work already executed** and any unfixed materials and goods delivered to the building and intended solely for inclusion in the project, against any loss or damage arising as a consequence of the Project Works being undertaken. Insurance should be held in the joint names of the Grant Recipient and the Contractor, unless otherwise agreed in writing by the Project Officer.

The proceeds of all claims under the insurance must be applied by the Grant Recipient towards the cost of the reinstatement of the Project Works and the building(s) to which they apply, and the replacement of any damaged unfixed materials and/or goods on the site intended solely for inclusion in the Project Works, as necessary.

5.8 Photographs must be supplied of the eligible works in progress, and on completion for monitoring purposes.

5.9 Tenants and Lessees Provision

The Grant Recipient must ensure that the tenant/lessees of their property or owners/occupiers of adjoining properties are not unduly affected by the works. Provision must be made for their own and business access to the affected properties, health and safety protection, weather protection (if applicable), with additional signage being provided if required. The tenants or lessees must be given the opportunity to discuss any compensation likely as a result of inconvenience or lost business.

These issues are to be formalised and recorded at a pre-contract meeting, where the Grant Recipient's professional adviser and the Contractor should be in attendance for issues relating to the building works. A clear line of communication and responsibility should be agreed to raise and deal with any issues during the works.

The tenant or lessees should be made aware of the length of contract and potential for additional works at the outset. Any extensions to the Contract Period as a result of alterations and/or additional works or other unforeseen delays should be notified to them at site meetings or in writing by the Grant Recipient or their professional adviser.

6.0 PROFESSIONAL ADVICE, ETC.

- 6.1 **TDC and the other funding bodies do not and will not accept any liability for any advice, professional or otherwise, offered by their own representatives. It is strongly recommended that the grant recipient should employ an appropriately qualified professional adviser to design, specify, schedule and oversee the works on their behalf.**

The fees for professional advisers are eligible for grant-aid providing that they are suitably qualified, adequately experienced in this type of work, belong to a recognised Professional Institute, are acceptable to the THI Project Officer and inspect and certify the carry-out of the Project Works. These fees will be calculated on a pro-rata basis relative to the level of grant-aid applied to the different categories of work contained in the Project Works.

Any fees that an Applicant incurs before the project was first discussed with the THI Project Officer will **not** be eligible for grant aid.

- 6.2 **For schemes where the total grant offered will exceed £15,000 the Applicant must engage a competent professional** who is either an ARB registered architect, RICS chartered surveyor or MICE/MIStructE chartered engineer, or a team comprising one or more of these professionals. The professional(s) employed should have specialist conservation knowledge and the ability and experience to plan, specify and schedule the works required in detail, and to inspect the works while they are in progress and on completion. Such professionals should not be employees of, nor associated with, any building or other contracting company or firm who is to be invited to tender to carry out the works.
- 6.3 Where professional advisers are to be used, they must be employed under the Terms and Conditions of Engagement as laid down by the respective Professional Institutes to which they belong.
- 6.4 All building and other contractors must be employed under either a relevant Standard Form of Contract or other comprehensive written terms and conditions duly executed by both parties as appropriate, unless otherwise agreed by the Project Officer in writing. Proof of the terms of engagement must be supplied where applicable.

7.0 PUBLICITY

- 7.1 The Grant Recipient will be required to display a signboard at the property acknowledging the financial involvement of the funding partners whilst the grant-aided works are in progress. TDC will supply the signboard.
- 7.2 Thanet District Council and the Heritage Lottery Fund reserve the right to publicise any offer of grant.

8.0 PAYMENT OF GRANTS

- 8.1 The payment of grant money will be made following the satisfactory completion of the project works (or agreed and approved stages thereof) and the submission of a written claim for payment. The claim must include **originals** of receipted accounts and (if applicable) an Architect's or other professional adviser's Payment Certificate in respect of the work for which the grant is claimed, and (if applicable) the original receipted fee accounts for professional advisers. Claims should clearly indicate whether they are for partial or final payment. Documentation supporting claims for payment must identify the cost of individual grant eligible items separately. Copies of the submitted documents may be retained by TDC for audit purposes.
- 8.2 TDC will retain 10% of the grant money paid or due to be paid on works satisfactorily carried out until all eligible works to the property have been satisfactorily completed and either a Certificate of Completion, Final Payment Certificate and/or Receipted Accounts have been received by TDC, or where the Project Officer has been satisfied that the works have been carried out in accordance with the approved documents and are complete.

In situations where a Defects Liability Period is included for in the contract between the Grant Recipient and the Contractor, TDC will continue to retain 10% of the grant money paid or due to be paid until the Final Account is settled and approved by the Project Officer. In situations where there is no Defects Liability Period, TDC will release all money retained from previous payments on approval of the receipted accounts from the Grant Recipient.

- 8.3 If the Applicant can reclaim VAT on all or part of the completed works, this must be clearly stated on the Grant Application Form and in the claim for payment of grant money. The grant will exclude **VAT** in cases where it can be recovered.
- 8.4 Payments of grant money will be made to the Grant Recipient (or Agent authorised to receive payment) by TDC on behalf of the other funding partners.
- 8.5 All payments (including interim payments) will be made as a proportion of the eligible costs incurred. The percentage rate (or rates) of grant will be stated in the offer letter. Payment will be calculated at the same percentage(s) as in the offer

letter, based only on eligible work. Should the actual cost of the grant-aided works be less than originally estimated, the payment will be reduced accordingly.

9.0 MAINTENANCE OF PROPERTY

- 9.1 **The owner of a grant-aided property is required to ensure that it remains adequately insured in future against all reasonable and appropriate risks. Insurers should be advised of the carrying out and completion of grant-aided works.**
- 9.2 Following the completion of grant-aided works, the Grant Recipient must maintain the property in a manner consistent with the enhanced character, appearance and condition of the rejuvenated building and the improved amenity of the area for a minimum of five years.
- 9.3 In exceptional cases, TDC may wish to negotiate with a grant recipient convenient arrangements whereby, as a condition of the grant, public access is allowed to the property in accordance with an Agreement covering such matters as days of the week, times of day, etc.

10.0 REPAYMENT OF GRANT

- 10.1 The funding partners may recover the grant from the recipient if any term or condition to which the grant is subject is not complied with or is contravened.
- 10.2 **Clawback**

The THI grants to private owners and/or developers should not give rise to realisable profit and have been calculated having regard to the expected impact of work carried out under the scheme on the estimated increase in the market value of the property. All grants are therefore subject to Clawback, which requires repayment of a share of any increase in the market value of the property beyond that which was estimated in calculating the grant.

There will be a clause relating to Clawback in the contract. It will apply where the grant is for External/Structural Repairs and Reinstatement of Architectural Heritage Details, where the grant has been made on the basis of a percentage of the cost of the project works and will only become applicable if a grant-aided building is sold within a specified period of time; for grants containing a contribution from the HLF of up to £25,000 this condition will apply for **three years** from the date of acceptance of the grant. For grants involving more than £25,000 contribution from the HLF, this condition will apply for **ten years**.

Clawback on grants for External/Structural Repairs and Reinstatement of Architectural Heritage Detail, Features (where the grant has been made on a percentage basis):

Clawback will only apply if the Grant Recipient sells or transfers ownership of their interest in the property within the time periods specified above. If the property is sold within the period stated in the Contract between TDC and the Applicant (Grant Recipient), then the increase in value above the Applicant's contribution to the cost of the project works is to be shared between the contracting parties in proportion to their respective investments, under the Clawback clause contained in the Contract. If the property does not increase in value there is no liability to repay any of the grant.

11.0 VARIATION OF TERMS AND CONDITIONS

No variations to the terms and conditions of a grant offer will be effective unless they are agreed, in writing, by the Project Officer. No representation or agreement, whether express or implied, about variations by representatives of TDC will be effective unless they are confirmed, in writing, by TDC, nor will TDC accept any responsibility for any such representation or agreement which is not confirmed in writing.

It is the sole responsibility of the Grant Recipient (ie: the Applicant) to ensure that all terms and conditions are satisfied, and it is clearly desirable that any contractor and/or professional adviser is aware of the conditions regarding the required standard of work and the need for grant eligible costs to be identified separately. A grant is not transferable, and is offered solely to the Applicant who, on signing the Contract with TDC, then becomes the Grant Recipient (or Grantee).

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