

High Street Building Grant
Priority B – Facelift Scheme
Terms and Conditions

1. The Department of Levelling Up, Housing and Communities have branding and publicity requirements in place for all projects funded through UKSPF. It is a requirement of this grant award that any publicity or advertising material connected with the Project acknowledges UKSPF/Levelling Up as well as Council's support. Further information regarding this will be supplied from time to time.
2. You will participate in monitoring and evaluation activities to provide information on deliverables that have resulted from this fund. This will be bespoke to your project and the specific evidence provided to demonstrate outputs and outcomes will be decided in collaboration with the High Streets Grant team and communicated to you from time to time.
3. Grant will only be paid on evidence of completion of the works and defrayment of invoices being supplied to the Council on or before [xxx]. Any part of the Grant which remains unspent on that date will be forfeited unless agreed in writing with the Council prior to this date.
4. You shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by You, arising out of Your performance of the Project, including employer's liability insurance and public liability insurance for death or personal injury, loss of or damage to property or any other loss and provide copies of such insurance to the Council on request.
5. By providing You with the Grant the Council is proposing to give to You a subsidy by way of minimal financial assistance. By accepting this Grant you are confirming that You have not received more than £315,000 in financial assistance for the period elapsed of the current financial year, and the two financial years immediately preceding the current financial year.
6. It is the Council's intention that the Grant will be paid to You in full on completion of the project. However, without prejudice to the Council's other

rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- a. You use the Grant for purposes other than those for which they have been awarded;
 - b. the Council considers that You have not made satisfactory progress with the delivery of the Project;
 - c. You, in the reasonable opinion of the Council, are delivering the Project in a negligent manner;
 - d. You provide the Council with any materially misleading or inaccurate information;
 - e. You cease to operate for any reason, or You pass a resolution (or any court of competent jurisdiction makes an order) that You will be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - f. You become insolvent, or are declared bankrupt, or placed into receivership, administration or liquidation, or a petition has been presented for your winding up, or You enter into any arrangement or composition for the benefit of your creditors, or You are unable to pay your debts as they fall due; or
 - g. You fail to comply with any of the terms and conditions set out in this letter and fail to rectify any such failure within 30 days of receiving written notice detailing the failure.
7. The Grant shall only be used for the works set out in your application form and offer letter.
8. The Grant shall not create any partnership or joint venture between the Council and You, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
9. You shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, Your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

10. You shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

11. You acknowledge that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs). You shall therefore;
 - a. provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;

 - b. transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;

 - c. provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and

 - d. not respond directly to a request for information unless authorised in writing to do so by the Council.

12. Cumberland Council may seek to reclaim some or all of the grant within three years of the award should the applicant's business close or relocate out of the council area. If the freeholder receives the grant and then sells the property, the council may also seek to reclaim some or all of the grant. This will be done on a pro rata basis as follows:

 - 100% repayable within 12 months from payment of grant
 - 60% repayable within 2 years of payment of grant
 - 30% repayable within 3 years of payment of grant

13. If requested the council shall be granted access to inspect the property prior to and on completion of the works and at other reasonable times, subject to prior notification.