



Aspatria Town Centre Business & Residential Frontage Improvement Grant Scheme 2023

General Terms & Conditions

1. Definitions

The Grantee means the person or organisation that has applied for Grant assistance.

The Council means Cumberland Council.

Grant means a grant paid out of the Aspatria Shop Front Improvement Grant Scheme.

Offer of Grant means the written offer of Grant and no other form of confirmation shall constitute a valid offer of Grant assistance.

The Project means the project or part of a project in respect of which an offer of Grant has been made.

Equipment means any equipment acquired by the Grantee with the assistance of the Grant.

2. Offer of Grant

Offers must be accepted by the Grantee within three weeks of the offer being made by returning one signed copy of the enclosed acceptance letter.

3. Completion of Project

The Project must be completed within six months of the Grant offer. The Council may grant an extension of time where a Project has been delayed because of unforeseeable circumstances or those beyond the Applicant's control. Extensions will only be granted in writing.

4. Change to Project

The Grant monies shall only be applied to the agreed purpose of the Grant intended as outlined in the Offer of Grant (this will be supported by producing original invoices for the grant claim).

The Council must be informed in writing of any change whatsoever in the Project, its costs or estimated costs and its financing. In the event of a change in the Project in respect of which the Council has not given prior approval, the Council shall not be bound to pay any monies to the Applicant in respect of the amended Project. Changes include the omission or variation of the agreed works and the execution of additional works.

5. Assignment

The whole of the Grant shall be utilised to finance the approved Project and for no other purpose whatsoever. The offer contained herein is for the benefit of the Grantee and the Grantee shall not be entitled to assign the benefit of the offer of Grant in whole or in part or any of his rights hereunder without prior written consent of the Council.

6. Change to the business

The Applicant must inform Cumberland Council of any changes to the business or changes of the business or changes of the business address and telephone number.

7. Further Grants

Payment of a Grant towards a Project shall not constitute a warranty that further Grants for the Project will be available for other parts or continuations of the Project.

8. State Aids

The Grantee shall ensure that any payments received from the Shop Front Improvement Grant Scheme do not breach state aid rules. If it is discovered at a later date that state aid rules have been breached, the Council is entitled to demand full repayment of the award.

9. Right to inspect

Any person authorised by the Council shall have the right to inspect any part of the Project, its records or financial records at any reasonable time and the Grantee shall ensure that any person so authorised by the Council shall be afforded unrestricted access to the Project for this purpose.

10. Political Restriction

The Grant shall not, whether directly or indirectly, be used or applied for any party-political building or purpose whatsoever.

11. Future Repair and maintenance

In the event of a Grant being paid, the Grantee shall ensure that for a period of at least two years from the date of the payment of the Grant, The Grantee shall ensure that the Property shall be kept in a good and proper state of repair and in working order.

12. Design

Any work which looks to enhance an existing, poorly designed shop front, must follow the principles as found in the council's shop front tool kit.

13. Statutory Requirements

The Grantee shall ensure in advance of payment that all relevant statutory and other legal requirements are complied with, e.g., planning permission, leases.

14. Payment of Grant

The Grantee must submit the claim for funding within one month of the Project completion date.

Payment of Grant can be claimed in instalments or as one payment upon final completion. Receipted invoices/proof of payment will need to be provided with each claim.

The Council may inspect the works that have been approved for grant aid during the time that work is being undertaken and will inspect at completion. Grant payment will not be released until a satisfactory final inspection has taken place.

Grants are discretionary and the Council reserves the right to withhold payment of the Grant in whole or part if any condition of the offer letter has been breached or if the work has not been carried out to a satisfactory standard.

The Applicant must inform the Council on completion of the works. As a result of this, a final site visit will be arranged to inspect the works. Following satisfactory completion, the Grantee shall submit claims for payment of the Grant on the forms provided, accompanied by all financial or other information required to verify the claim.

If the actual costs of the work are less than those outlined in the application and agreed in the offer letter, payment will be restricted to the amount as calculated by the intervention rate as stated in the offer letter.

If the cost of the works exceeds the costs as agreed in the offer letter, the Council will not increase the grant amount.

Grants will not be given for expenditure incurred prior to the grant offer being made and the contract signed.

15. Underspend

The Grantee must notify the Council in writing immediately of any underspending of the Grant.

The Council shall be entitled to require repayment of the whole or parts of such underspend.

16. Repayment of Grant

In the event of a breach of any of the above conditions or any misrepresentation by the Grantee in connection with the application, the Grantee shall repay to the Council within 14 days of demand the whole or such proportion of the Grant as shall be determined by the Council. The Grantee shall immediately notify the Council in writing of any of the above events.

If the business / organisation ceases trading / operating within 12 months of the payment of the grant, or the building is sold, the applicant must notify Cumberland Council within 14 days and in such circumstances the Council may require the Applicant to repay in whole or part, the Grant paid.

17. Accounting

The Grantee shall keep proper accounting records in accordance with the requirements set out in the offer of grant. Notwithstanding such requirements, all accounting records will be maintained in such a way as to ensure that all monies received and paid through the grant shall be identifiable and traceable.

18. VAT

If the applicant is registered for VAT, this must be declared on the application form. If at any point the organisation / business becomes VAT registered, the applicant must inform Cumberland Council and discuss repayment of VAT expenses claimed.

If at any point the organisation / business becomes VAT registered, the Applicant must inform Cumberland Council and discuss repayment of VAT expenses claimed. Payment will be made in arrears upon the production of the grant claim form along with supporting documentation (e.g., paid invoices).

19. Non-waiver

No failure by the Council to exercise and no delay by the Council in exercising any right, power or privilege hereunder shall operate as a waiver of any of the terms and conditions hereof.

20. Decision

The approval or refusal of a Grant is at the absolute discretion of Cumberland Council, and there will be no right to appeal process.

21. Publicity

The Council shall be entitled to make public in such a manner as the Council may require, details of the Grant offered/paid to the Grantee hereunder for the purposes of publicity should it so require. The Grantee shall be expected to give publicity to the Council's contribution to the Project in any publicity given to the Project.

22. Warrant

In accepting this offer of Grant, the signatories of the acceptance confirm that they are authorised to sign on behalf of the Grantee.

23. Equal Opportunities

The Grantee shall work with due consideration of equal opportunities.

24. Insurance

The Grantee shall maintain a comprehensive policy of insurance in respect of all property and staff funded by the Grant. Such insurance shall cover loss, damage and in respect of staff funded by the Grant, personal injury, or death. If the Council so demands, the Grantee shall produce evidence of such insurance policy.

25. Insolvency

If the Grantee is wound up or goes into liquidation (including being subject to an administration order), receivership, bankruptcy, debt relief order; enters into any compromise or other arrangement of its debts with its creditors; or is likely, in the view of the Council to become unable to pay any of its debts, then the Council shall be entitled to withhold any further payments to the Grantee or to anyone acting for or on its behalf or in its name, and reclaim any part payment already paid. The Grant is not payable to an undischarged bankrupt.

26. Data Protection

We will use the information you give us on the application form for the life of any Grant awarded to administer and analyse grants. We may give copies of all or some of this information to the individuals we use to assess the applications. These individuals may include assessors or accountants.

27. Freedom of Information Act

The Freedom of Information Act 2000 gives members of the public the right to request any information that we hold. This includes information received from third parties, such as, but not limited to, grant applications, grant holders, contractors and people making a complaint. If information is requested under the Freedom of Information Act we will release it unless exemptions apply. However, we may choose to consult with you first.

28. Disclosure

The Grants Panel hereby reserves the right, at their sole discretion, to disclose to any third party and through any medium and at any time, full details of the financial support hereby offered by the grant to the applicant in connection with the Aspatria Shop Front Improvement Grant Scheme and hereby consents to such disclosure and waives any right s/he/they may have to prevent or restrict disclosure on the grounds of commercial confidentiality or otherwise.