



NORTH AYRSHIRE COUNCIL **REPURPOSING PROPERTY GRANT FUND STAGE 02**



North Ayrshire Council
Comhairle Siorrachd Àir a Tuath



NORTH AYRSHIRE COUNCIL **REPURPOSING PROPERTY GRANT FUND STAGE 02**

SECTION 1: **GUIDANCE NOTES**

NORTH AYRSHIRE COUNCIL REPURPOSING PROPERTY GRANT GUIDANCE NOTES

1.1 Introduction

Maximising land and assets is a key component of the North Ayrshire Regeneration Delivery Plan (RDP), reflective of the significant legacy of vacant and derelict land in North Ayrshire. Combined, the Vacant and Derelict Land Register and Buildings at Risk Register identify over 250 sites, mostly in private ownership which require redevelopment. These are subject to a legacy of issues including undermining, contamination, deterioration, or major industrial closures. Whilst there are several reasons for a lack of redevelopment including economic, locational, or physical constraints, a lack of financial viability remains a common theme.

Engagement on the RDP also identified that several of these sites have a substantial negative impact on our communities and represent local priorities for action.

In response, North Ayrshire Council Regeneration Officers have developed the Repurposing Property Grant Fund (RPGF) with a view to reinvigorating discussion on and identifying the potential of local sites and providing targeted assistance to support owners and communities to bring vacant land and buildings back into productive use, that will:

- Complement the North Ayrshire Council Plan (2019-2024)
- Complement the North Ayrshire Community Wealth Building Strategy (2020)
- Support the delivery of the North Ayrshire Regeneration Delivery Plan (2021)
- Contribute to the purposes of North Ayrshire Ventures Trust (NAVT) Fund and maximise its regeneration potential

1.2 Aims

- Enable or support the repair or redevelopment of vacant land and buildings
- To act as a catalyst to promote future investment from the private sector and external funding
- Safeguard the future of prominent buildings by indicating how high-quality conversion may be achieved
- Enable the Council to map development potential and barriers to development
- Support redevelopment of sites that are identified as local priorities for action by communities



1.3 Approach

The intention is for the RPGF to provide grant funding support to landowners and communities over three stages:

- Stage 1:** **Project Feasibility** – For the preparation of a feasibility study and business plan where relevant. This would examine potential options and viability for the future of the land or building.
- Stage 2:** **Project Development** – For the preparation of detailed designs, necessary consents to be obtained, to confirm costs and to identify sources of funding and their availability.
- Stage 3:** **Project Delivery** – To support project delivery and construction.

Currently, applications are invited for Stage 1 & 2.

1.4 RPGF Stage 02 – Application Guidance

The second stage of the Repurposing Property Grant Fund will help support landowners prepare detailed designs, obtain necessary consents, confirm costs and to identify sources of funding. The Stage 02 will build upon the feasibility works undertaken at Stage 01.

An assessment process (section 1.12) will be applied when considering applications. This is designed to favour applications relating to North Ayrshire Locality priorities, long-term vacant, and historic or prominent buildings sites in proximity to Town Centres. Subject to interest, a spread of funding across localities and owners will be considered.

Advice on grant eligibility should be discussed with the RPGF Project Team, contact regeneration@north-ayrshire.gov.uk. You must not start works until the **Contract of Grant** has been signed by yourself and the relevant parties, and acceptance confirmed by the RPGF Project Team. Any works carried out beforehand will not be grant funded.

1.5 Eligibility

Applicants need to demonstrate:

- full legal ownership of the land or building, or in cases of multiple ownership, that all/the majority of the owners are in agreement and are willing to meet the non-participating owners share of any associated costs, and
- that they are an established and legally constituted community group (if applicable)
- that they can meet any contribution to the cost of the project through provision of a bank statement; and
- that no other grant scheme is available (e.g. grants through a Conservation Area Regeneration Scheme) or if grant funding is available any associated application is for match funding

1.6 Level of Grant

Sites under 0.1ha – A 50% grant up to a maximum of £20,000.

Sites over 0.1ha – A 50% grant up to a maximum of £50,000.

Grants would be awarded in compliance with RPGF terms and conditions.

Contact the RPGF Project Team, details available at the end of this document, about your project and the level of grant available. However, the intervention rate cannot exceed 50%.

The application process for both grant levels is explained in this document.

Please note, a standard security will be secured over any property receiving a grant award, where the grant exceeds £25,000. Should a property benefit from more than one grant, resulting from multiple applications to the RPGF, a standard security will be required at the stage when the Applicant accepts the Council's supplementary Grant Offer, which supplementary grant results in the combined grants exceeding £25,000.

1.7 What qualifies for RPGF Stage 2?

- Professional advisors' fees for Royal Institute of British Architects Plan of Work Stages 3-4 are eligible for grant provided the advisors belong to a recognised professional institution i.e. architects will be members of the ARB and chartered surveyors members of the RICS with an appropriate level of expertise. Please also refer to the Professional Advisor Advice Note. Professional advisors fees should be provided on a fixed fee basis.
- Statutory consents: costs associated with planning permission, building warrant, listed building and/or conservation area consent.
- Detailed design costs

- Detailed cost plan
- Building surveys and site investigations

1.8 What does not qualify for RPGF Stage 02?

- Feasibility works
- Routine maintenance and minor repairs
- Construction works, alterations, extensions, and repair of internal fabric
- Works underway prior to approval

1.9 Additionally, grant assistance is NOT normally available where:

- A business forms part of a chain (i.e. three or more outlets) or business turnover exceeded £1m in the previous year.
- Applicants have received financial assistance from the Council for similar works in previous years for the property in question.
- The property cannot be accessed directly from public highways.
- An applicant is indebted to the Council.
- The property is subject to an active notice issued by North Ayrshire Planning Services or Protective Services.

1.10 How to Apply

The RPGF Stage 02 Application Form is appended to this document. Potential applicants should contact the RPGF Project team at an early stage to discuss their ideas for the property. At this stage; guidance on eligibility, required supporting information and the timing of the application will be given.

Informed by a feasibility study, applicants should be aware of the extent of works to be undertaken and their likely cost (either from estimates or professional advice).

The RPGF Project Team will, visit the premises to discuss the proposed project with the applicant. When you are ready to apply, please refer to the Application Checklist to ensure that you submit a complete application.

1.11 Application Checklist

- RPGF Application Form – Please seek advice from the RPGF Project team if you are unsure what to include. Do not submit an incomplete application form
- Ownership details (title deeds), these can be obtained from [the Registers of Scotland website](#)
- Fee quotes and details for professional advisors and surveys (minimum of 3 per item). Quotes should be in a format that the RPGF project team can easily compare.
- Details of any other grants received, offers or applications for the same property (if applicable)
- Proof of applicant's funding contribution
- Constitution/memorandum of articles and association (as appropriate)



1.12 Assessment Process

Once a completed RPGF Stage 02 application has been submitted and accepted for consideration, it will be assessed against the criteria set out below. Projects which score highly will be issued with grant offers.

RPGF Stage 02 Assessment Criteria – Fit with Locality Priorities, projects must meet at least one of their relevant Locality Priorities. The Locality priorities are available via the links below.

- [Arran Locality Priorities](#)
- [Garnock Valley Locality Priorities](#)
- [Irvine Locality Priorities](#)
- [Kilwinning Locality Priorities](#)
- [North Coast Locality Priorities](#)
- [Three Towns Locality Priorities](#)

RPGF Stage 02 Assessment Criteria – Subject to budget availability, and alignment with Locality Priorities, a score of 12 has been identified as a minimum for projects to be considered.

RPGF Stage 02 Assessment Criteria

Criteria	Score 1	Score 2	Score 3	Score 4
Length of time vacant	0-5 years	5-9 years	10-15 years	15+ years
Proximity to Town Centre	More than 2km from LDP Town Centre Boundary	Within 0.5km-2.0km of LDP Town Centre Boundary	Within 0.5km LDP Town Centre Boundary	Located in LDP Town Centre Boundary
Prominence	Low Visibility	Limited Visibility	Visible	Highly Visible
Current Condition	Good	Reasonable	Poor	Very Poor
SIMD	All other deciles	Most Deprived 20%	Most Deprived 10%	Most Deprived 5%
Listed on the Buildings at Risk Register	No			Yes
Listed on the Vacant and Derelict Land Register	No			Yes
Identified during RDP engagement	No			Yes

1.13 Payment of Grant

The Council reserves the right to withhold payment of any part of the Grant should any part or conduct of the Works breach of any of the conditions of the offer, the agreement, the specification or the schedule of works;

Upon completion of the Works, the applicant will submit the Professional Advisor's invoice(s) to the Council. The invoice(s) should be addressed to the applicant. Advisor to provide bank details directly to the Council upon receipt of invoice. The Grant will be paid by the Council to the Professional Advisor(s) direct, in accordance with the mandate; and

If the actual costs of the Works are less than originally accepted, the Grant will be reduced accordingly. When making a claim for payment of any award, applicants should be aware that requests based on payments of cash to professional advisors will be refused. Original invoices certified as true copies are acceptable.

Where applicants are asked by Professional Advisors to make an interim payment towards the cost of eligible works, it may be possible for an appropriate sum to be paid, subject to agreement with the Council and work completed to date.

1.14 Stage 02 Timescales

Time of year	Work completed
Spring 2023	Stage 02 Guidance and Application paperwork published
Summer 2023	Closing Date for Applications, notified 4 weeks prior to fund closure
Autumn 2023	Completion of Stage 02 work
Autumn 2023	Stage 03 Guidance and Application paperwork (subject to funding)

1.15 Data Protection

The North Ayrshire Council (“the Council”) gathers and processes information about you, to enable grant applications to be delivered effectively and efficiently. The Council asks only for the minimum information necessary and processes such information in line with data protection legislation. A copy of the Council’s privacy policy statement is available at [the Council's privacy policy statement](#), or a printed copy can be provided on request. The Council will keep your information for five years to map interest in the grant scheme and grant awards. If you wish this information to be removed in the future, please contact the Regeneration Officer at the email address noted at the end of this Application form and they will arrange to have your information removed within thirty days of your request.

1.16 Contact Information

Repurposing Property Grant Fund Project Team

Economic Development & Regeneration
North Ayrshire Council,
Cunninghame House
Irvine KA12 8EE
E: regeneration@north-ayrshire.gov.uk

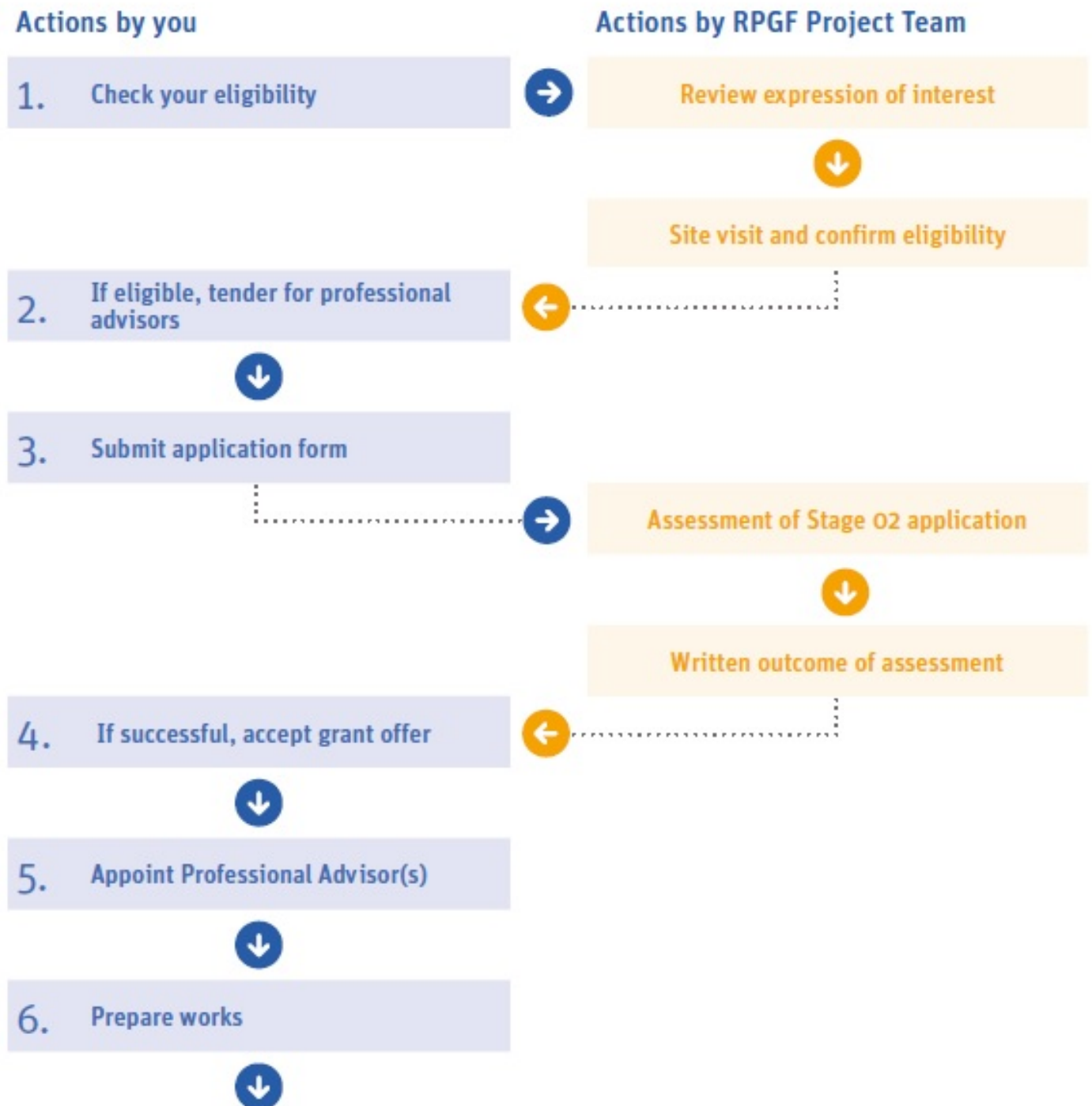


NORTH AYRSHIRE COUNCIL **REPURPOSING PROPERTY GRANT FUND STAGE 02**

SECTION 2: **APPLICATION PROCESS**

APPLICATION PROCESS

2.1 Overview



Actions by you

7. Statutory applications submitted



8. Professional Advisor(s) invoice for agreed works



Payment of invoice(s) to Professional Advisor(s)

9. Advise on next steps for property



2.2 Detail

Actions by you

1. Check your eligibility

Contact the RPGF Project Team to assess your eligibility and for advice on the application process. This may involve a meeting on site.

2. Tender for professional advisors

The applicant should obtain comparative quotes from suitably qualified professional advisors, usually an architect and quantity surveyor, to prepare the works.

For fees to be grant eligible the applicant is required to have obtained three competitive fee bids from suitably qualified professionals. Fees are required to be provided on a fixed fee basis.

For further information and advice on choosing Professional Advisors and the service they provide refer to the Professional Advisor Advice Note.

3. Submit application form

Submit all the required documentation relevant to the grant type you are applying for. You will find an application form in the Application Pack.

Actions by us

Review expression of interest

The project team will provide you with the relevant forms and guidance notes, which you should read in full before applying.

Site Visit

The Project Officer will visit the site ahead of application submission. You must allow access for the RPGF Project Team and funders if requested.

Assessment of your application

The Project Team will assess your Application, against the agreed criteria. This is designed to favour applications relating to locality priorities, vacant, historic or prominent buildings and sites in proximity to Town Centres. Subject to interest, the spread of funding across localities and owners will be factored.

Actions by you

4. **Accept grant conditions**
You will then have to enter into a contract with North Ayrshire Council accepting the terms and conditions of grant. If the cost of the work increases, or additional work is undertaken, there is no obligation for the grant to be increased. You are advised to seek independent legal advice before signing the Grant Agreement, Mandate and Standard Security (where applicable).



5. **Appoint Professional Advisor(s)**
The applicant should formally appoint the professional advisors listed on the Grant Agreement



6. **Prepare works**
Your professional advisor will advise on the information required for the works which will drawings and specifications. Any historical information on the building is also useful.



7. **Statutory approvals submitted**



Actions by us

Written outcome of assessment

If successful, you will be issued with a formal offer of grant assistance.



Review of completed works

RPGF Project Team to review completed works to ensure they are in line with the grant request.



Actions by you

8. Professional Advisor(s) invoice for agreed works

Upon completion of the Works, the applicant will submit the Professional Advisor's invoice(s) to the Council. The invoice(s) should be addressed to the applicant. The Grant will be paid by the Council to the Professional Advisors direct, in accordance with the mandate.

Actions by us

Payment of invoice(s) to Professional Advisor(s)

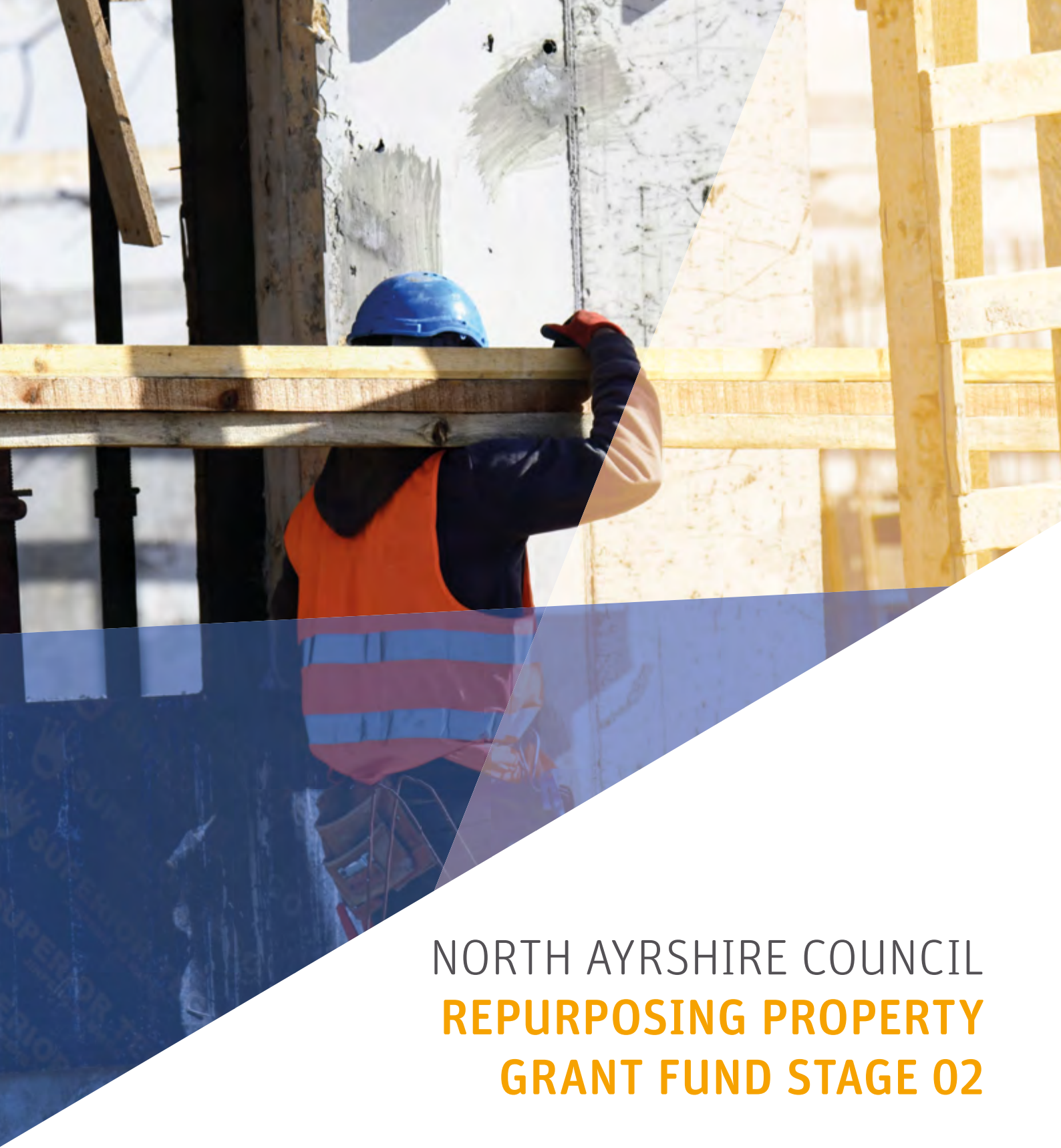
Upon receipt of the completed works, invoices, and separate confirmation of the Professional Advisors bank details, payment will be processed.

9. Advise on next steps for property

Applicant to consider outcome of the statutory consents and associated project costs, and advise on next steps for the property. This should include timescales, and any known barriers to development.

Report outcome of Repurposing Property Grant Fund Stage 02

RPGF Project Team to report the outcome of the Stage 02 process to identify need, associated values, outcomes and development barriers to support future project delivery.



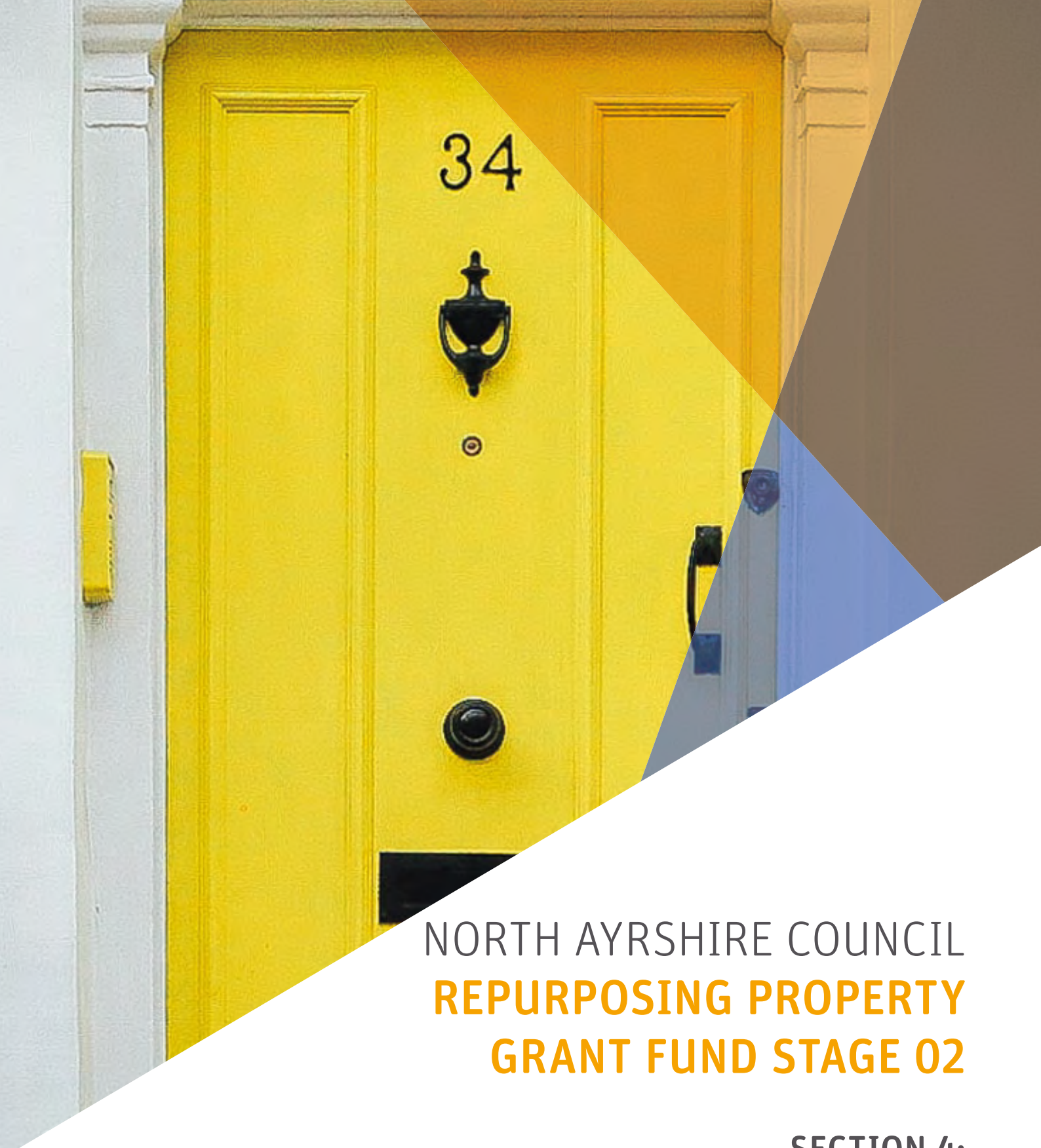
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SECTION 3:
**PROFESSIONAL ADVISOR
ADVICE NOTE**

PROFESSIONAL ADVISOR

ADVICE NOTE

- 3.1** Applicants are advised to seek advice from suitably qualified professional advisors with relevant experience before applying.
- 3.2** Professional advisor's fees are generally grant eligible and professional advisors must be members of a recognised professional body for example, ARB for architects or RICS for surveyors. For fees to be grant eligible the applicant is required to have obtained three competitive fee bids from suitably qualified professionals. An applicant may choose not to use the professional submitting the lowest bid. In this case the difference will not be funded through the grant.
- 3.3** Your professional advisors will guide you through the process [RIBA Plan of Work 2020](#) (RIBA Plan of Work Stages 3-4) and provide the necessary services or support which may include (this list is not exhaustive):
- Development of detailed design
 - Updated Outline Specification
 - Updated Cost Plan
 - Additional surveys
 - Submissions for statutory approvals (i.e. Planning and Building Warrant)
 - Preparation of tender information
 - Preparation of contract information
 - Services in accordance with Construction (Design and Management) 2015 (CDM 2015)
- 3.4** For properties located in a conservation area, or with listed building status. It is preferable for the professional advisors to have an accreditation in conservation.
- 3.5** A list of all Conservation Accredited Architects in Scotland can be found by contacting the [Royal Institute of Architects in Scotland](#) (RIAS) 0131 229 7545
- 3.6** A register of Architects can be found by contacting the [Architect's Registration Board Search the Register](#)
- 3.7** A register of Accredited Building Conservation Surveyors can be found by contacting the [Royal Institution of Chartered Surveyors](#) in Scotland (RICS)
- 3.8** Applicants should have no affiliations to the Professional Advisors quoting.



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SECTION 4:
APPLICATION FORM

APPLICATION FORM

Please complete in CAPITALS

If you require any assistance in completing this form, please contact the Repurposing Property Grant Fund Project Team, contact details at the end of this form.

4.1 Project Information

Address of the property where the works are proposed ("the Property")

Postcode:

Description of proposed Works

4.2 Project Information (continued)

Current Use

Proposed Use (if known)

Is the property listed as of architectural or historic importance

Yes

No

Unknown

If yes, please identify the relevant category A, B or C

Is the property registered on the Vacant and Derelict Land Register

Yes

No

Unknown

If yes, please provide the site ID

Is the property listed on the buildings at risk register?

4.3 Applicant Details

Status

Owner/Applying on behalf of owner

Name or Organisation

Contact Name

Relationship to owner

4.3 Applicant Details (continued)

Registered Address

Postcode

Telephone Number

Email

4.4 Owners Details

All owners must be listed and sign the application form

Contact Name/Organisation

Address

Postcode

Telephone
Number

Email

4.5 Professional Advisor Procurement

The types of professional advisors and surveys required will vary per property, please attach a copy of quotations to application.

	Estimate 01	Estimate 02	Estimate 03
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
	£	£	£
VAT	£	£	£
Total	£	£	£

4.6 VAT Status

VAT Registered

Please complete section 4.7

Not VAT Registered

Please complete section 4.8

4.7 Value of Grant Requested (excluding VAT)

Grant Category	Property under 0.1ha/Property over 0.1ha
Total Grant request (excluding VAT) As the Applicant is VAT registered, the Grant will be paid exclusive of VAT. The Applicant will be liable to pay any VAT due.	£
VAT Number	
Grant rate requested (% of total excluding VAT)	%

4.8 Value of Grant Requested (including VAT)

Grant Category	Property under 0.1ha/Property over 0.1ha
Total Grant request (including VAT) As the Applicant is not VAT registered, the Grant will be paid inclusive of any VAT due.	£
Grant rate requested (% of total including VAT)	%

4.9 Income

Applicant's contribution of eligible costs	£	
Have you applied or received a grant from any other source in the last three years?	Yes	No (If yes, please provide details)
Funder	Amount	Date Approved, or Expected approval

4.10 Works timescales

Start Date
Completion Date

4.11 Data Protection

The North Ayrshire Council (“the Council”) gathers and processes information about you, to enable grant applications to be delivered effectively and efficiently. The Council asks only for the minimum information necessary and processes such information in line with data protection legislation. A copy of the Council’s privacy policy statement is available at [Council's Privacy Policy Statement](#), or a printed copy can be provided on request. The Council will keep your information for five years to map interest in the grant scheme and grant awards. If you wish this information to be removed in the future, please contact the Regeneration Officer at the email address noted at the end of this Application form and they will arrange to have your information removed within thirty days of your request.

4.12 Declaration

I have read and understood the Repurposing Property Grant Scheme Guidance and declare that to the best of my knowledge and belief, the information given in this Application form and in any supporting documentation is correct.

I understand that the acceptance of this Application by the Council does not itself guarantee that a Grant will be offered.

No approval of this Application or any related documentation will impose or be deemed to impose any liability whatsoever on the Council, as to its accuracy or otherwise, and any offer of any Grant by the Council to the Applicant is made purely in the Council’s capacity as Grant funder, under the Repurposing Property Grant Scheme.

Applicant’s Signature

Print Name

Date

Owner 01 Signature

Print Name

Date

4.13 Submission Details

Please send your completed and signed application form to:

Name

Organisation

Address

Email

Repurposing Property Grant Fund
Project Team

North Ayrshire Council
Cunninghame House, Irvine, KA12 8EE
regeneration@north-ayrshire.gov.uk

4.14 Application Checklist

Confirmation of route to ownership (if not already owner)

Details of professional advisors, including name, company and registration number/qualification

Copy of agreed professional advisor(s) services

Fee quotes for professional advisors and surveys (minimum of 3)

Details of any other grants received, offers or applications for the same property (if applicable)

Proof of applicant's funding contribution (if applicable)

Ownership details (title deeds)

Constitution/memorandum of articles and association (as appropriate)

Confirmation of the applicants understanding of the need for a standard security, if the total grant request is in excess of £25,000

Recent Feasibility Study or equivalent

Please ensure that you have signed and dated the application form. Any application will be invalid until all necessary documents are received and acknowledged. Please attach all necessary document from the list above.

Guidance Notes for completing the application form

Subject	Details
4.1 Project Information	<p>Address: Please put in the postal address of the project and include the postcode so that we can easily identify where it is.</p> <p>Description of proposed works: Describe the full proposals for the property even if they do not form part of the works that you are applying for grant.</p>
4.2 Property Status	<p>Current Use: Please put in what the property is currently or most recently used for. If the property is vacant then note that this is the case and if possible what the last use was.</p> <p>Proposed Use: Please describe the proposed use, if known</p> <p>Listed Building Status: This refers to Historic Environment Scotland's listing category. If you do not have this information then you can check with Historic Environment Scotland (0131 668 8600)</p> <p>Vacant and Derelict Land Register Status: This refers to the Scottish Vacant and Derelict Land Survey – site register</p> <p>Buildings at Risk Register: This refers to the Buildings at Risk Register for Scotland</p>
4.3 Applicant Details	<p>Status: If you are the owner, please select "Owner". If you are an agent, such as an architect/factor/building user /tenant acting on behalf of the owner, please select "Applying on behalf of owner"</p> <p>Name or Organisation/Contact Name: If you are part of a larger organisation then please put in the name of the organisation and a relevant contact name. If you are an individual, please put your name. Contact details should be completed for the person dealing with the application, who will be the RPGF team's first point of contact.</p> <p>Relationship to owner: for example architect/factor/tenant/lessee</p> <p>Address: This relates to the address that we should correspond with. If you are applying on behalf of a larger organisation then it should be the registered address.</p>
4.4 Owner's Details	<p>If you have applied on behalf of the owner then their contact details should be completed in this section. If a number of owners is greater than the space available, attach a separate sheet.</p> <p>If the Applicant is the Owner, this can be left blank.</p>
4.5 Professional Advisor Procurement	<p>These will be the three lowest quotes from at least three Professional advisors of each type, broken down into the headings shown. Surveys and VAT should be itemised separately.</p>
4.6 VAT Status	<p>Confirm applicant VAT status</p>

Guidance Notes for completing the application form

Subject	Details
4.7 Value of Grant Requested (if VAT registered)	If the applicant is VAT registered, the Grant will be paid exclusive of VAT. The Applicant will be liable to pay any VAT due. The same maximum grant values apply regardless of VAT status.
4.8 Value of Grant Requested (if not VAT registered)	If the applicant is not VAT registered, the Grant will be paid inclusive of any VAT due. The same maximum grant values apply regardless of VAT status.
4.9 Income	This includes your contribution to the project and other grant awards if applicable. If you are awaiting other grants then please put in the date that you expect approvals as the RPGF scheme can only usually commit grant after the other sources of finance are confirmed.
4.10 Works Timescales	Please put in your best estimate of when the works are to take place
4.12 Declaration	Please check over the form and checklist for completeness. Please note that if you have any questions completing the form please contact the RPGF Project Team. Please ensure that the form is signed as it may, depending on any grant committed, form a legal document.
4.14 Checklist	Review the check list and provide the documents requested. Contact the RPGF team if you have any questions.



NORTH AYRSHIRE COUNCIL
REPURPOSING PROPERTY
GRANT FUND STAGE 02

SECTION 5:
GRANT OFFER LETTER (DRAFT)

STAGE 02

GRANT OFFER LETTER

Your Ref: RPGF/S2//GO

Our Ref:

If telephoning please call: 01294 310000

DATE

By email only: **applicant email**

Dear **Applicant Name**,

Repurposing Property Grant Scheme Stage 02 Grant Offer

I am pleased to confirm that The North Ayrshire Council, incorporated under the Local Government etc. (Scotland) Act 1994 and having its principal office at Cunninghame House, Irvine KA12 8EE ("the Council") has agreed to offer you a grant towards the eligible costs of the feasibility study works ("the Works") to **[Address]** ("the Property"), as undernoted. This grant is in accordance with the Repurposing Property Grant Fund Application Form submitted by yourself on **[Date]** ("the Grant Application Form").

Feasibility Study works as detailed in the Grant Application Form to be paid for as follows:

Works:	The Grant:	Applicant Contribution:	VAT (20%):	Total Cost of Works:

As the Applicant is VAT registered, the Grant will be paid exclusive of any VAT due.

This Grant Offer is subject to the following conditions:-

- A satisfactory legal report over the Property, as required by the Council;
- Works to be completed, as detailed in the Grant Application Form;
- Delivery to the Council of the completed and signed Mandate, Agreement and Standard Security (if applicable);

Please note that no approval of any plans, specifications, drawings, consents, permissions or other documents will impose or be deemed to impose any liability on the Council, as to their accuracy or otherwise and that this Offer is made purely in the Council's capacity as the Grant funder, under the Council's Repurposing Property Grant Fund Scheme.

Works should be completed by DATE.

The Mandate, Agreement and Standard Security (if applicable) are attached. The Mandate and Agreement require to be completed and signed before a witness. The Mandate gives permission to the Council to pay the Grant directly to your Professional Advisor for Works that are completed to the Council's satisfaction. The Council is only responsible for paying the Grant specified in this Offer. Any costs in respect of ineligible works or works that prove to be additional to those specified in the Grant Application Form are to be paid by you, directly to your Professional Advisor.

The terms of this Grant Offer, if accepted by you, will commit you to a binding enforceable contract. Accordingly, I strongly recommend that you take independent legal advice from a solicitor about the terms and effect of this Grant Offer and the Agreement to follow on.

If a Standard Security is relevant, you are required to appoint a solicitor in private practice to advise and act for you, which solicitor will liaise with the Council direct to secure a registered security.

If you have any queries, please do not hesitate to contact me.

Yours sincerely,

A. Mackenzie

Alex Mackenzie
Development Manager
Economic Development & Regeneration
The North Ayrshire Council
Cunninghame House
Irvine KA12 8EE
E: regeneration@north-ayrshire.gov.uk

Attached:

1. Repurposing Property Grant Fund Agreement,
2. Repurposing Property Grant Fund Mandate
3. Repurposing Property Grant Fund Standard Security



NORTH AYRSHIRE COUNCIL
REPURPOSING PROPERTY
GRANT FUND STAGE 02

SECTION 6:
AGREEMENT (DRAFT)

STAGE 2 AGREEMENT

Your Ref: Our Ref: RPGF/S2/O/AGR

If telephoning please call: 01294 310000

By email only:

Repurposing Property Grant Fund Stage 2 Agreement

Agreement between The North Ayrshire Council

[the Applicant]

in respect of

[the Property]

in terms of

the Repurposing Property Grant Scheme

THIS AGREEMENT is made between The North Ayrshire Council, a local authority incorporated under the Local Government etc. (Scotland) Act 1994 and having its principal office at Cunninghame House, Irvine KA12 8EE (“the Council”) and [the Applicant’s name/Company/Community Group Name, Company/Community Group Number SC[]] residing at [personal address]/[having its registered office at [] (“the Applicant”), having a place of business [or residence] at [the property address] (“the Property”) being the applicant in terms of the Repurposing Property Grant Fund Application Form dated (.....), (“the Application Form”) and attached hereto, relative to the Property.

Whereas the Council has offered to pay you, the Applicant, a grant of (.....) Pounds (£.....) (“the Grant”) towards the eligible costs of the feasibility study works, being those works described in the Application Form (“the Works”) by Offer dated (.....), (“the Council’s Offer”) which Application Form and Offer are attached hereto for your ease of reference, the Council now confirms the Council’s Offer on the following terms and conditions, your acceptance of which will bind you to the following terms and conditions, now therefore, you the Applicant confirm that:

- 6.1** You have read and understood the guidance contained in the Repurposing Property Grant Fund Guidance Notes;
- 6.2** You will sign and return this Agreement (together with the mandate authorising the Council to settle the Professional Advisor’s invoice(s) with the proceeds of the Grant and any standard security, if relevant) to the Council within **twenty-one** days of the date of the Council’s Offer;
- 6.3** You accept that the Grant is not transferrable;

- 6.4** You will apply the Grant to effect the Works to the Property in accordance with the Council's Offer;
- 6.5** You have confirmed your VAT position to the Council and will account for VAT correctly;
- 6.6** The Works will commence by [START DATE] and be completed by [COMPLETION DATE];
- 6.7** No approval of any plans, specifications, drawings, consents or permissions or other documents will impose or be deemed to impose any liability whatsoever on the Council as to their accuracy or otherwise and the Council's Offer is made purely in the Council's capacity as Grant funder, under the Council's Repurposing Property Grant Fund.
- 6.8** You will obtain at least three professional advisors' quotations to effect the Works. If you decide not to proceed with the lowest tender, for any reason, you will settle any shortfall between the lowest tender and the tender accepted by you with the professional advisor direct;
- 6.9** Any ineligible costs are itemised separately from eligible costs in your contract with the professional advisor and that any ineligible work is effected professionally, timeously and in no event completed later than six months after completion of the Works;
- 6.10** If, on completion of the Works, the professional advisor's invoices total less than the costs on which the Council's Offer was based, the Grant will be reduced pro-rata. The Grant will not be increased if there is an overspend, unless otherwise agreed in advance, in writing, with the Council;
- 6.11** You will:
- a. keep all records and invoices of the Works and exhibit such to the Council, on demand;
 - b. provide the Council with such financial and other information as the Council may require; and
 - c. permit the Council to access the Property, as and when requested, to monitor the conduct, progress and completion of the Works; which monitoring may include the taking of photographs;
- 6.12** You shall be guided by your professional advisor and comply with any recommendations regarding the Works made by the professional advisor or the Council;
- 6.13** You will permit the Council to take photographs reflecting:
- a. the condition of the Property before the Works commence;
 - b. key stages reflecting progress of the Works;
 - c. completion of the Works;
- 6.14** Copyright of such photographs will belong to the Council, who may utilise such images in any future publicity material relating to the Grant;

- 6.15** You will contact the Council immediately upon any additional matters arising during the Works. If additional matters constitute a departure from the provisions contained in the Council's Offer, you will obtain prior approval, in writing, from the Council for such departure. You will report all cost variations to the Council, as soon as prospective variations become known. Additional costs arising in the course of the Works are unlikely to be eligible for the Grant.
- 6.16** You will oblige your professional advisor to;
- a. complete the Works in a good and workmanlike manner;
 - b. adhere to all legal requirements;
- 6.17** The Council will pay the Grant only on;
- a. delivery to the Council of this Agreement, the mandate and standard security, if relevant, all completed, signed and witnessed, as required;
 - b. completion of the Works, to the satisfaction of the Council; and
 - c. timely receipt of the relevant invoice(s) issued by your professional advisor,
- 6.18** Following completion of the Works, you will:
- a. acknowledge the benefit of the Grant and the Council's support in any literature or publicity material, if so requested by the Council;
- 6.19** Any proportion of the Grant not yet paid will not be paid if:-
- a. any conditions of this Agreement are breached;
 - b. you change your legal status (without first notifying the Council);
 - c. cease to operate, or be declared bankrupt or be placed in receivership or liquidation;
 - d. you are shown, to the Council's satisfaction, to have completed the Application Form fraudulently, incorrectly or misleadingly or you or your professional advisors acts fraudulently or negligently in carrying out the Works;
 - e. the Council is required to issue a notice by either North Ayrshire Planning Services or Protective Services in relation the Property;
- 6.20** If a disagreement arises as to the interpretation of any provision of the Application Form, the Mandate, the Council's Offer or this Agreement or in respect of the Works, you and the Council will use best endeavours to resolve the matter within ten days of the matter being raised in writing, failing which the matter will be referred to the decision of a single arbiter, mutually agreed for that purpose, failing which, to be appointed at the request of either party by the President of the Law Society of Scotland;
- 6.21** You acknowledge that by signing this Agreement, you are committed to a binding, enforceable contract with the Council. You have been advised by the Council to seek independent legal advice on the terms and implications of this Agreement and any standard security to follow hereon and in signing this Agreement, you acknowledge that such advice has been sought.

These presents contained on this and the two preceding pages, together with the Application Form and the Council's Offer annexed and signed as relevant hereto are signed for and on behalf of the Council at Irvine on the [] day of [][202?] by

[Full Name]

Regeneration Officer

Economic Development & Regeneration
The North Ayrshire Council
Cunninghame House
Irvine KA12 8EE

Witness:

[], [Designation] Economic Development & Regeneration, The North Ayrshire Council, Cunninghame House, Irvine KA12 8EE

I, [], the Applicant, have read and understood the terms and conditions of this Agreement contained on this and the two preceding pages, together with the Application Form and Council's Offer annexed and signed as relative hereto and in signing this Agreement, acknowledge that I have sought the relevant legal advice and I hereby agree to comply with such terms and conditions/ [I, [] [designation of Company/community group] have read and understood the terms and conditions of this Agreement contained on this and the two preceding pages, together with the Application Form and the Council's Offer annexed and signed as relative hereto and in signing this Agreement acknowledge that I have sought the relevant legal advice and that I having the required authority to act for and on behalf of [], the Applicant, and I hereby agree to comply with such terms and conditions.

Signature:

Date:

Full name:

Place of Signing:

Designation:

Signature of Witness:

Date:

Full name of witness

Occupation of witness

Address of witness:

NB: Attach the Application Form and the Council's Offer with the heading "This is the Application Form and the Council's Offer referred to in the foregoing Agreement between the Council and [] the Applicant " and have both additional documents signed by the Regeneration Officer and the Applicant, thereby incorporating both into this Agreement.



NORTH AYRSHIRE COUNCIL
REPURPOSING PROPERTY
GRANT FUND STAGE 02

SECTION 7:
MANDATE AGREEMENT (DRAFT)

MANDATE AGREEMENT

Dear Sir,

I, [name of applicant] residing at (address)/[name of Company/Community Group, including Company Number SC:[]] having its registered office at []] (“the Applicant”) and being the legal proprietor of the property known as [address of property to benefit from the Works] (“the Property”) considering that The North Ayrshire Council, established under the Local Government etc. (Scotland) Act 1994, having its principal office at Cunninghame House, Irvine KA12 8EE (“the Council”) has agreed to provide a grant to me in connection with feasibility study works to be carried out in respect of the Property, courtesy of the Repurposing Property Grant Fund administered by the Council (“the Works”) in accordance with the terms of the Council’s Grant Offer dated [.....] and relative Agreement between the Council and myself dated [], (“the Grant”) hereby authorise and instruct the Council to pay the Grant, on completion of the Works, to the following Professional Advisor(s):

Company Name, Address (VAT Registration Number)

Company Name, Address (VAT Registration Number)

Company Name, Address (VAT Registration Number)

and I declare these presents to be irrevocable.

Yours faithfully,

Signature of Applicant:

Date:

Place of Signing:

Signature of Witness:

Date:

Full name of witness

Address of witness:



NORTH AYRSHIRE COUNCIL
REPURPOSING PROPERTY
GRANT FUND STAGE 02

SECTION 8:
STANDARD SECURITY (DRAFT)

STANDARD SECURITY

I [Applicant/Company /Community Group Name and Company Number SC:[]] residing at [Address]/ [having its registered office at []] who and whose assignees, successors and representatives whomsoever are hereinafter referred to as “the **Grantee**” in favour of

THE NORTH AYRSHIRE COUNCIL established by the Local Government etc. (Scotland) Act 1994 having its principal place of business at Cunninghame House, Irvine KA12 8EE hereinafter referred to as “the **Council**”,

Whereas

- (A) The Grantee has undertaken or is about to undertake the **Secured Obligations** to the Council; and
- (B) The Parties have agreed that the **Secured Obligations** shall be secured over the **Property**;

Therefore, the **Grantee** hereby agrees and undertakes as follows:

8.1 Definitions and Interpretation:

8.1.1 Definitions

In this **Standard Security**:

“**Control Period**” means the period of three years commencing on the later of (i) the date of registration of this **Standard Security** and (ii) the latest date of execution of the **Secured Documentation**;

“**Parties**” means the **Grantee** and the **Council** and “**Party**” refers to either of them as the context requires;

“**Property**” means ALL and WHOLE []/the subjects registered in the Land Register under Title Number [TITLE NUMBER], referred to as [ADDRESS]

“**Secured Documentation**” means any and all of:

- (i) The Agreement between the **Council** and the **Grantee** dated [DATE]; and
- (ii) any supplementary offer of grant to be made by the **Council** and accepted by the **Grantee**;

“**Secured Obligations**” means all sums advanced or to be advanced to the **Grantee**, and other sums or obligations due to or to become due or prestatable by the **Grantee** to the Council and interest on such sums advanced or to be advanced including without prejudice to the foregoing generality, sums and obligations due by the **Grantee** in terms of the **Secured Documentation**; and

“**Standard Conditions**” means the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being and “**Standard Condition**” means any one of them having regard to the context in which it is used.

8.1.2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:

- a. words importing any gender shall include all other genders;
- b. words importing the singular number only shall include the plural number and vice versa;
- c. obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the **Grantee** in this Standard Security shall bind the **Grantee** and the **Grantee's** successors jointly and severally;
- d. words importing individuals include corporations and vice versa;
- e. references to this Standard Security or to any other document shall be construed as references to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- f. any reference to a Clause is to the relevant Clause of this Standard Security;
- g. reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- h. any phrase introduced by words “including”, “include”, “in particular” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

8.1.3 Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

8.2 Grant of Security

I, the **Grantee**, in security of the **Secured Obligations**, hereby **GRANT** a Standard Security in favour of the **Council** over the **Property** and hereby affirm that the **Property** is not a matrimonial home or a family home in relation to which a spouse or a civil partner of the **Grantee** has occupancy rights, all within the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) and the Civil Partnership Act 2004 (as amended).

8.3 Control Period

The terms of this Standard Security will subsist for the **Control Period**.

8.4 Standard Conditions

Except as otherwise varied by the **Secured Documentation**, the **Standard Conditions** still apply.

8.5 Restrictions Relating to the Property

8.5.1 During the **Control Period**, the Grantee shall not without the consent of the Council:

- a. part with occupation of the **Property** or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the **Property** or any part of it;
- b. create a subsequent security over the **Property** or any part of it or convey or otherwise transfer the **Property** or any part of it (otherwise than by mortis causa deed);
- c. make directly or indirectly any application for planning permission in relation to the **Property** or any part of it.

8.6 Ultimate Loss Clause

8.6.1 The security created by this Standard Security shall be a security to the **Council** for any balance which may remain due to the **Council** after applying any payments received by the **Council** from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the obligations secured by this Standard Security and the **Grantee** shall not be entitled to require from the **Council** any assignment of those obligations or any part of them or to rank any liquidation, receivership, administration, sequestration or under any trust deed in respect of any payment made by the **Grantee** to the **Council** or to have the benefit of any securities held by the **Council** until the whole amount secured by this Standard Security has been paid or settled in full.

8.7 Discharge

8.7.1 On or after expiry of the **Control Period**, the **Council** will execute and deliver to the **Grantee** on request by or for him a Discharge of this Standard Security habile to discharge the **Grantee** of his obligations hereunder and under **Secured Documentation** and that in a form suitable for registration in the Land Register. The **Grantee** and the **Council** will each be liable for their own legal expenses in respect of the grant and registration of said Discharge.

And the I, the **Grantee** grant warrantice; And I the **Grantee** consent to registration for execution: IN WITNESS WHEREOF these presents consisting of this and the preceding two pages are executed by me, the **Grantee** at the place and on the date undernoted, in the presence of the undernoted witness:

Signature of Witness:

Date:

Full name of witness

Address of witness:

Standard Security

BY:

[Applicant/the Grantee]:

in favour of **The North Ayrshire Council**

Repurposing Property Grant Fund 202[]

202[]

Property at []


The North Ayrshire Council

Cunninghame House

Irvine KA12 8EE

FAS:1857

Contact Us:

 Regeneration@north-ayrshire.gov.uk

 Repurposing Property Grant Fund



North Ayrshire Council
Comhairle Siorrachd Àir a Tuath