

Grant Conditions

1. Definitions

- a) The Grantee means the person or organisation that has applied for Grant assistance.
- b) The council means Windermere Town Council.
- c) Grant means a grant paid out of the Windermere & Bowness Shop Front Improvement Scheme.
- d) Offer of Grant means the written offer of Grant and no other form of confirmation shall constitute a valid offer of Grant assistance.
- e) The Project means the project or part of a project in respect of which an offer of Grant has been made.
- f) 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 6 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. 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.

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. 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.

7. State Aids

The Grantee shall ensure that any payments received from the Shop Front Improvement 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.

8. 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.

9. Political restriction

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

10. Use of Property

In the event of a Grant being paid to facilitate the use of any property for a specified purpose, the Grantee shall ensure that for a period of at least 3 years from the date of the first payment of the Grant the property shall only be used for the purpose specified in the offer.

11. Repair and Maintenance

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 design shop front, must follow the principles as found in the South Lakeland District Council 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 upon 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.

15. Under spend

The Grantee must notify the council in writing immediately of any under spending of the Grant. The council shall be entitled to require re-payment of the whole or parts of such under spend.

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 the occurrence of any of the above events.

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. 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.

19. Sale of Equipment

The Grantee shall not for a period of 2 years following the date of the first payment of the Grant sell or agree to sell the whole or any part of its interest in any lease nor charge, mortgage, or part with possession of the same without prior written approval from the council.

20. 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.

21. Warranty

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

22. Equal Opportunities

The Grantee shall work with due consideration of equal opportunities.

23. 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.

24. Insolvency

If the Grantee is wound up or goes into liquidation (including being subject to an administration order); receivership, bankruptcy; 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.

25. 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.

26. 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 your first.

27. 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 Windermere & Bowness Shop Front Improvement 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.



Windermere & Bowness Shop Front Improvement Scheme



Information & Application Form

This is an opportunity for businesses to apply for a grant of up to £500 to improve the appearance of your shop front. This is a 'one off' grant.



For further information please contact:
Clerk to Windermere Town Council
Ms Julie Wright, Dovedale, 2 Smithy How, Casterton, Cumbria LA6 2RX
Tel: 0795 140 2372



Grants

Introduction

The scheme will involve 'Shop/Business/Enterprise Premise improvement grants of up to £500: to support front renovation and decoration, new signage, lighting, replacement of lost historical features'.

The main objectives of the scheme are:

- To improve business frontages including shops, commercial businesses and social enterprises and therefore enhance the visual appearance and appeal of the town to visitors, customers and the local population.
- To emphasise and restore the physical history of premise frontages in the area.
- Assist towards encouraging further inward investment.
- Stimulate business and consumer confidence.
- To preserve and enhance the special character of the town, its listed buildings and other buildings of public importance.
- Businesses that provide accommodation only are not eligible for the scheme.

Work eligible for grants

Various types of improvements may qualify for assistance including:

- Repair and reinstatement of the shop front
- Painting and signage in (where possible) traditional colours and materials.

- Repair of external stonework.
- Re-pointing using traditional materials.
- Repair and reinstatement of original timber windows and doors.
- Repair and reinstatement of render.
- Replacement or repair of traditional canopy/blind.
- Repair, replacement, introduction of lighting, signs and fascias.
- Access improvements as part of an overall scheme.
- Frontage 'spring clean'

Amount of grant

Discretionary grants are available for up to 50% of eligible costs, up to a maximum grant of £500.

Retrospective applications for works already undertaken will not be accepted.

Grant areas

Grants are only available to those who have shops or a public frontage on the main shopping routes.

What is the Windermere & Bowness Shop Front Improvement Scheme?

The Windermere & Bowness Shop Front Improvement Scheme is a grant scheme aimed at helping businesses in Windermere & Bowness to improve the appearance of their shop fronts.

Windermere Town Council is responsible for administering the scheme.

We will award grants of up to £500 in a simple and straightforward way.

Who can apply?

You can apply if:

You are an existing business that has a shop or public frontage on the main shopping routes in Windermere & Bowness.

You must contribute at least 50% of your own money towards the improvements.

How much can you apply for?

Up to £500 to help fund improvements to your shop front. You must be able to fund at least 50% of the cost excluding VAT yourself. All approved works must be completed by 31 March 2016.

What will we not fund?

- Improvements that are only temporary.
- Costs to maintain the work of your business – that is rent, gas, electricity, water or maintenance costs.
- Improvements that cannot be seen from a public place.
- Loans or interest payments.
- Projects with high ongoing costs or that require specialist skills to maintain (unless you can show that you have the funds and skills to maintain the project).

- Projects that take place before you receive our award letter.
- Projects of statutory obligation
- Projects that do not have the relevant planning consents.

How to apply

There is an application form enclosed. This gives us information about you, what you are applying for and your budget.

What to send with your application

- Recent quotation from local contractors to complete the work.
- A photograph of the shop front as it is now.
- Proof of Ownership if owner/occupier,
- Copy of Lease if Landlord/Tenant as required
- Landlord's/owners written permission as required
- Copies of the relevant permissions, consents or regulations.

What happens next?

When we receive your completed application, we will send you an acknowledgment letter.

Your application will then be assessed by the Grants Panel using the following criteria.

- What impact your project will have on the appearance of the town.
- If your project is well organised and planned.

- Whether the budget for your project is appropriate and realistic, and the project is an efficient use of funds – sending us quotes and costings will help show this.
- What match funding you are contributing to the project.
- To what degree the application meets the aims of the Scheme.
- Whether you are able to complete your project within 6 months.

We will use these criteria to prioritise our applications. The outcome of our decision will depend on the amount and quality of applications we receive and the funding we have available.

The level of funding to be provided to a successful applicant is totally at the discretion of the Grants Panel. The decision is final and there will be no appeals process.

We will write to you to let you know the outcome of your application within 28 days of the application being received. If successful we will send you a letter telling you how much the grant is, what it is for and when it will be paid.

The grant will be paid when we receive your invoices or receipts for the completed work and must include photographic evidence of the improved shop front. Work must be completed by 31 March 2016.

If we give you a grant, you will have to ensure the work is carried out in line with the project agreed by the Grants Panel. Any changes to the project must be approved in writing by the Grants Panel before you begin work. You will also have to comply with any relevant legislation affecting the way you carry out your

project. By signing the contract on the application form you are agreeing to keep to our terms and conditions and any relevant laws if you receive a grant.

Where to send your completed application and accompanying documentation

Please send to:

Clerk to Windermere Town Council
Ms Julie Wright,
Dovedale,
2 Smithy How,
Casterton,
Cumbria
LA6 2RX

Tel: 0795 140 2372