

## Salford City Council Home Improvement Grant

### Front Sheet

PARTIES		
Name:	Salford City Council (the "Council")	[insert name] (the "Recipient")
Principal address:	Salford Civic Centre Swinton Manchester M27 5AW	[insert address]
Contact details:	[insert name] [insert direct dial] [insert email]	[insert name] [insert direct dial] [insert email]

DETAILS OF HOME IMPROVEMENT GRANT	
Commencement Date	The "Commencement Date" is [insert date]. This is the date this agreement begins and the Terms and Conditions take effect.
Grant Period	The "Grant Period", as is referred to in the enclosed Terms and Conditions, is the period starting on the Commencement Date and ending on the "Grant Payment Date" (as defined below).
Grant	The "Grant" is the sum of £[insert] to be paid by the Council to the Recipient for the "Home Improvement Works" (described below) in accordance with the terms of this agreement.
Property	The "Property" is [insert address] being the principal residence of the Recipient and registered at the Land Registry with title number [insert] with [Freehold / Leasehold] Title Absolute.
Lease	The long lease of the Property for a minimum of a 125 year term which is vested in the Recipient at the date of this Agreement with an unexpired term of a minimum of 90 years.
Legal Charge	The "Legal Charge" is the charge to be entered into by the Recipient in favour of the Council and secured on the Property until expiry of the Repayment Duration.
Home Improvement Works	The "Home Improvement Works" are the [insert type of proposed works e.g. "repair" or "maintenance" or "upgrade"] works which will be carried out at the Property, and in relation to which the Council will pay the Grant. Further details of the Home Improvement Works are set out at Annex 2 (Home Improvement Works) of this agreement.
Contractor	[insert name and address] are the "Contractor" that <u>must</u> execute the Home Improvement Works in order for the Council to pay the Grant to the Contractor on behalf of the Recipient. Unless approved in advance by the Council in writing, any change to the Contractor after the Commencement Date will automatically entitle the Council to withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant with immediate effect.
Grant Payment Date:	The date on which the Council pays the Grant to the Contractor will be the Grant Payment Date. The Council will, subject to the terms of this agreement, endeavour to pay the Grant to the Contractor on a date no later than 20 Working Days after receiving sufficient evidence that the Home Improvement Works have achieved "Practical Completion".
Practical Completion	"Practical Completion" is the point at which the Home Improvement Works are declared complete by the Council .
Grant Payment Eligibility Conditions	In entering this agreement, the Recipient confirms: <ol style="list-style-type: none"> <li>1. that he/she is EITHER:</li> </ol>

	<p>(a) an owner-occupier who has lived in the Property in which the Home Improvement Works will be carried out as their main residence for at least three years; OR</p> <p>(b) a tenant who is responsible for carrying out repairs under the terms of the Lease for the Property in which the Home Improvement Works will be carried out.</p> <p>2. the Home Improvement Works will be executed by no party other than the Contractor identified in this agreement; and</p> <p>3. all prior and current information and/or evidences (whether provided verbally or in writing) that have been provided by the Recipient to the Council in connection with the Grant, concerning his/her living arrangements, financial position, health and disability status, and/or any other such personal information, is completely true and accurate to the best of the Recipient's knowledge.</p>
<p>Grant Repayment Terms</p>	<p>In entering this agreement, the Recipient agrees that the Grant shall be repayable to the Council in full immediately upon the occurrence of the following:</p> <ol style="list-style-type: none"> <li>1. the Recipient is deemed unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or</li> <li>2. the Recipient is the subject of a bankruptcy petition, application or order; or</li> <li>3. the Recipient dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation save where the Recipient remains in occupation of the Property; or</li> <li>4. the Recipient sells or disposes of all or part of the legal or beneficial interest in the Property; or</li> <li>5. the Lease is determined for whatever reason ("<b>Repayment Conditions</b>").</li> </ol> <p>The Repayment Conditions shall apply for a duration corresponding to the value of the Grant as follows:</p> <ol style="list-style-type: none"> <li>1. Grant value up to £3,000 – five years from the date of Practical Completion;</li> <li>2. Grant value between £3,001 and £6,000 – ten years from the date of Practical Completion;</li> <li>3. Grant value between £6,001 and £9,000 – fifteen years from the date of Practical Completion; and</li> <li>4. Grant value above £9,001 – twenty years from the date of Practical Completion ("<b>Repayment Duration</b>").</li> </ol> <p>In the event that a Repayment Condition arises following the Repayment Duration, the Grant shall not be repayable by the Recipient.</p>
<p>Application Form</p>	<p>The Recipient's "Application Form" for the Grant is set out in Annex 1 (Application Form).</p>

**The Terms and Conditions attached below are hereby incorporated by reference. In the event of a conflict between this Front Sheet and the Terms and Conditions, this Front Sheet will prevail.**

**PART 6: AGREEMENT**

[Insert Salford CC Letterhead]

On behalf of Salford City Council, I agree that the Grant will be provided as set out above under the attached terms and conditions:		I, <b>[insert name of Recipient]</b> , agree that the Grant will be used as set out above under the attached terms and conditions and <b>acknowledge that the Council may require all or part of the Grant to be repaid if I fail to comply with any of the terms of this agreement:</b>	
Signed:		Signed:	
Name:	.....	Name:	.....
Position:	.....	Date:	.....
Date:	.....		

## Salford City Council Home Improvement Grant

### Terms and Conditions

1. **Purpose of Grant**

Home Improvement Works and the expenditure of the Grant.

  - 1.1 The Council will only pay the Grant in relation to the Home Improvement Works and in accordance with the terms and conditions set out in this agreement.
  - 1.2 The Recipient will not make any changes to the Home Improvement Works without the Council's prior written agreement.
  - 1.3 The Recipient agrees and accepts that it will not apply for duplicate funding in respect of any part of the Home Improvement Works or any related administration costs that the Council is funding in full under this agreement.
2. **Payment of Grant**
  - 2.1 Subject to clauses 2.2 and 9, the Council will pay the Grant to the Contractor on the Grant Payment Date subject to the Recipient satisfying and continuing to satisfy the Grant Payment Eligibility Conditions and the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
  - 2.2 No Grant will be paid unless and until the Council is satisfied that such payment is for proper expenditure incurred in the delivery of the Home Improvement Works.
  - 2.3 The amount of the Grant will not be increased in the event of any overspend in the delivery of the Home Improvement Works, save for where the Council has received prior written notice of any such additional costs and the Council has provided written approval in advance of any such costs being incurred.
3. **Use of Grant**
  - 3.1 The Grant will be paid for the delivery of the Home Improvement Works in accordance with these terms and conditions and the information set out in the Front Sheet. For the avoidance of doubt, the amount of the Grant that the Contractor may receive in relation to the Home Improvement Works will not exceed the amount set out in the Front Sheet without the prior written agreement of the Council.
  - 3.2 The Recipient will not receive the Grant in relation to any part of the Home Improvements Works that are not executed by the Contractor.
  - 3.3 Any liabilities arising at the end of the Home Improvement Works will be managed and paid for by the Recipient. There will be no additional funding available from the Council for this purpose.
4. **Keeping records**
  - 4.1 The Recipient will keep all invoices, receipts, permissions, guarantees and/or any other relevant documents relating to the Home Improvement Works for a period of at least six years following receipt of any Grant monies to which they relate.
  - 4.2 The Recipient will provide, at the Council's reasonable request, copies or originals of any invoices, receipts, permissions and/or any other relevant documents relating to the Home Improvement Works.
  - 4.3 The Council will have the right to take or make copies of any invoices, receipts, permissions and/or other documents received by the Recipient in relation to the
5. **Monitoring and reporting**
  - 5.1 The Recipient will permit any person authorised by the Council such reasonable access to its premises and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this agreement and will, if so required, provide appropriate oral or written explanations.
  - 5.2 The Recipient will permit any person authorised by the Council for the purpose, to visit the Recipient to examine the delivery of the Home Improvement Works. Where, in its reasonable opinion, the Council considers that additional visits are necessary to examine the Home Improvement Works, it will be entitled to authorise any person to make such visits on its behalf.
  - 5.3 The Recipient will notify the Council on Practical Completion of the Home Improvement Works and provide any and all supporting evidence requested by the Council for the purposes of establishing whether the Home Improvement Works have duly been completed.
6. **Grant Payment Terms**
  - 6.1 The payment of the Grant is conditional upon the Council being satisfied, in its absolute discretion, that the following have been satisfied:
    - 6.2 receipt by the Council of an up to date Official Copy of the Register for the Property confirming the Recipient is the sole Registered Proprietor, registered with Freehold / Leasehold Absolute Title;
    - 6.3 receipt by the Council of evidence of mortgagee consent to the Grant Funding Agreement, Legal Charge and Restriction together with details of any conditions attached to that consent (if applicable); execution of a Legal Charge in favour of the Council to secure repayment of the Grant pursuant to the terms of this Agreement and such waivers and other consents which are required by the Council to ensure the effectiveness of the Legal Charge;
    - 6.4 a restriction has been registered at the Land Registry on the title to the Property in standard form L in Schedule 4 of the Land Registration Rules 2003 in the following form :

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Salford City Council of Salford Civic Centre Swinton Manchester M27 5AW that the provisions of the Grant Repayment Terms of the Grant Funding Agreement dated [ ] between Salford City Council and [ ] have been complied with.
    - 6.5 receipt by the Council of copies of any planning permission required for the Home Improvement Works and evidence of satisfaction of the conditions contained in the same (if applicable);
    - 6.6 receipt by the Council of copies of any Building Regulation Approvals required and relating to the Home Improvement Works (if applicable).
7. **Acknowledgment and publicity**
  - 7.1 The Recipient will not publish any material referring to the Home Improvement Works or the Council without the prior written agreement of the Council.

[Insert Salford CC Letterhead]

7.2 The Council may publish or publicise the Recipient's receipt of the Grant for the Home Improvement Works without the prior consent of the Recipient.

7.3 The Recipient will endeavour to cooperate with all reasonable requests from the Council to facilitate promotional activities relating to the Salford City Council Home Improvement Grant including where requested, taking photographs and providing testimonials.

## 8. Freedom of information

8.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).

## 9. Withholding, suspending and repayment of Grant

9.1 The Council's intention is that the Grant will be paid to the Contractor in full. 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:

9.1.1 the Recipient uses the Grant for purposes other than those for which it has been awarded;

9.1.2 the Recipient does not satisfy, or does not continue to satisfy the Grant Payment Eligibility Conditions;

9.1.3 the delivery of the Home Improvement Works does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;

9.1.4 the Council considers that satisfactory progress has not been made in relation to the delivery of the Home Improvement Works;

9.1.5 in the reasonable opinion of the Council, the Home Improvement Works are being, or have been delivered in a negligent manner;

9.1.6 the Recipient obtains duplicate funding from a third party for the Home Improvement Works;

9.1.7 the Recipient provides the Council with any materially misleading or inaccurate information;

9.1.8 the Recipient commits, or committed a Prohibited Act;

9.1.9 the Recipient is declared bankrupt or it is unable to pay its debts as they fall due;

9.1.10 the Recipient fails to comply with any of the terms and conditions set out in this agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or

9.1.11 the Recipient is in breach of any of its obligations under the terms and conditions set out in this agreement and such breach is incapable or remedy.

9.2 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on the delivery of the Home Improvement Works or compliance with this agreement, it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an

opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

## 10. Limitation of liability

10.1 The Council accepts no liability for any Losses that may come about from the Home Improvement Works, the use of the Grant or from any part or full withdrawal of the Grant.

10.2 The Recipient will indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all Losses arising out of or in relation to the Home Improvement Works.

10.3 Subject to clause 10.1, the Council's liability under this agreement is limited to the payment of the Grant.

## 11. Warranties

11.1 The Recipient warrants, undertakes and agrees that:

11.1.1 it has all necessary legal rights, resources and approvals, necessary for the execution of the Home Improvement Works (assuming due receipt of the Grant);

11.1.2 it has not committed, nor will it commit, any Prohibited Act;

11.1.3 all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate; and

11.1.4 it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this agreement.

## 12. Duration

12.1 Except where otherwise specified, the terms of this agreement will apply from the date of this agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent, whichever is longer.

12.2 Any obligations under this agreement that remain unfulfilled following the expiry or termination of the Agreement will survive such expiry or termination and continue in full force and effect until they have been fulfilled.

## 13. Termination

The Council may terminate this agreement and the payment of the Grant at any time on giving written notice to the Recipient.

## 14. Waiver

No failure or delay by either party to exercise any right or remedy under this agreement will be construed as a waiver of any other right or remedy.

## 15. Notices

All notices and other communications in relation to this agreement will be in writing and will be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as set out in Front Sheet. If personally delivered all such communications will be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they will be deemed received on the next Working Day) and if mailed all such

[Insert Salford CC Letterhead]

communications will be deemed to have been given and received on the second Working Day following such mailing.

(d) at common law in respect of fraudulent acts in relation to this agreement or any other contract with the Council; or

**16. No partnership or agency**

This agreement will not create any partnership or joint venture between the Council and the Recipient, 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.

(e) defrauding or attempting to defraud or conspiring to defraud the Council

**"Working Day"** means any day other than any Saturday, Sunday or public holiday in England;

**17. Contracts (Rights of Third Parties) Act 1999**

This agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

**18. Governing law**

This agreement will be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

**19. Entire agreement**

This agreement (together with all documents attached to or referred to within it, including but not limited to the Front Sheet and the Annexes) constitutes the entire agreement and understanding between the parties in relation to the Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

**20. Definitions**

In this agreement the following terms will have the following meanings:

**"Bribery Act"** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**"Grant Period"** the period for which the Grant is awarded as set out in the Front Sheet.

**"Losses"** means losses, damages, liabilities (including any liability to taxation), claims, costs and expenses, including fines, penalties, legal and other professional fees and expenses;

**"Prohibited Act"** means:

- (1) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
  - (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with the Council; or
  - (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with the Council;
- (2) entering into this agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council:
  - (a) committing any offence:
  - (b) under the Bribery Act;
  - (c) under legislation creating offences in respect of fraudulent acts; or

[Insert Salford CC Letterhead]

**Annex 1: Application Form**

**[Insert Home Improvement Grant application form]**

[Insert Salford CC Letterhead]

**Annex 2: Home Improvement Works**

**[Insert details/drawings/quotes and/or any other supporting information providing full information about the proposed works]**