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Historic Environment Scotland
Grants Team, External Relations & Partnerships
Rm G.50, Longmore House
Salisbury Place
Edinburgh
EH9 1SH

F.A.O. Contact Name
Heritage & Place Programme Application

E-Mail: **contact.name@hes.scot**

Date

Dear Sirs

**HERITAGE & PLACE PROGRAMME
DELIVERY PHASE OFFER OF GRANT
[SCHEME NAME]**

For and on behalf of Historic Environment Scotland, a non-departmental public body established under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (Scottish charity number SC045925) and having its principal office at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("HES"), I hereby offer to make to you, the **Local Authority**, a grant under the **Programme** for the purpose of defraying in part the expenditure incurred by the **Local Authority** in the promotion, preservation and enhancement of the character and appearance of **Properties** in the **Scheme Area** and that on the following terms and conditions:

1 DEFINITIONS AND INTERPRETATION

A list of defined terms and rules of interpretation for this **Offer** are contained in Clause 19. Where defined terms have been used throughout this **Offer**, they have been highlighted in bold.

2 PRECONDITIONS

2.1 The obligations on **HES** under the **Agreement** (including, for the avoidance of doubt, the obligation to pay the **Grant**) shall not come into effect until **HES** has notified the **Local Authority** that **HES** has:-

2.1.1 agreed the **Delivery Phase Objectives**;

2.1.2 received confirmation that the **Area Character Appraisal** has been adopted by the **Local Authority**;

2.1.3 received confirmation that the **Area Partnership Agreement**, all in terms satisfactory to **HES**, has come into effect and a copy has been exhibited to **HES**;

2.1.4 received confirmation that the **Area Partnership** has adopted the **Area Management Plan**;

2.1.5 received evidence that binding agreements are in place in respect of all income outlined in the **Scheme Budget Profile** approved as part of the **Application**.

2.2 The **Local Authority** is responsible for all costs associated with complying with Clause 2.1.

- 2.3 Following (i) the **Local Authority's** acceptance of this **Offer**; and (ii) purification of the conditions contained in Clause 2.1; **HES** will issue the **Permission to Start**. The **Local Authority** must not commence the **Delivery Phase Activities** until **HES** issues the **Permission to Start Letter**. If **HES** has not issued the **Permission to Start** within two months of the date of this **Offer**, **HES** will be entitled to withdraw this **Offer** or, as the case may be, terminate the **Agreement**, by notice to that effect.

3 THE GRANT

- 3.1 The **Grant** to be made available by **HES** can be drawn down (in accordance with the terms of this **Agreement**) in respect of the **Delivery Phase Activities** performed during the **Delivery Phase**.
- 3.2 The **Local Authority** must set aside and use the **Grant** solely for the purpose of (i) defraying (in part) the **Eligible Costs** of carrying out the **Delivery Phase Activities**; and (ii) delivering the **Delivery Phase Objectives**.
- 3.3 The **Delivery Phase Activities** are to be funded in accordance with the **Scheme Budget Profile**.
- 3.4 If
- 3.4.1 there is a change to the income for the **Scheme HES** will be entitled to reduce the amount of the **Grant**, as it considers appropriate, up to a maximum of the amount of the variation;
- 3.4.2 the actual costs incurred by the **Local Authority** in carrying out the **Delivery Phase Activities** are less than set out in the **Scheme Budget Profile** submitted with the **Application**, **HES** will be entitled to reduce the amount of the **Grant**, so as to reflect the amount that the **Grant Intervention Rate** bears to the actual expenditure;
- (the "**Revised Grant**"). If the amount of **Grant** already released exceeds the amount of the **Revised Grant**, the **Local Authority** will repay to **HES**, within 21 days of demand, any amount released in excess of the **Revised Grant**.
- 3.5 **HES** must approve any material change to the **Scheme Budget Profile**, if **HES** do not approve such material change, **HES** will be entitled to terminate the **Agreement** at its discretion.
- 3.6 In no event shall **HES** be obliged to release monies in excess of the **Grant**.

4 PAYMENT OF THE GRANT

- 4.1 Payment of the **Grant** (or any instalment of it) is suspensively conditional and dependent upon the following conditions being complied with:
- 4.1.1 the **Local Authority** completing and submitting to **HES** by the date falling four weeks after each **Quarterly Date** (until **HES** has confirmed approval of the **Evaluation Report**) the **Claim Documentation** in terms satisfactory to **HES**;
- 4.1.2 the **Local Authority** complying with the terms of this **Agreement**;
- 4.1.3 all **Works** being completed in accordance with the **Grantee Contracts** and/or the **Local Authority Terms and Conditions** (as appropriate)
- 4.1.4 the **Grants Data Reports** being accepted by **HES** in accordance with the terms of Clause 10.2; and

4.1.5 the **Accountant's Reports** and the **Annual Scheme Accounts** being received by **HES** in accordance with the provisions of Clause 10.4.

This clause is conceived solely for the benefit of **HES** who shall be entitled to waive the whole or any part of them at any time.

4.2 Subject to the provisions of Clause 4.1, instalments of the **Grant** will be paid quarterly in arrears and within 14 days of receipt by **HES** of the **Claim Documentation** in terms satisfactory to **HES**.

4.3 If **HES** has approved any **Local Authority Notification** in accordance with the provisions of Clause 8.2, **HES** shall release sums relative to those **Properties** in accordance with Clause 4.2 and the **Local Authority Terms and Conditions**.

4.4 In the event that any under- or over- payment of **Grant** occurs, this shall be corrected and accounted for in the **Progress Report** and **Claim Form** for the quarter next following.

5 RETENTION

5.1 Each instalment of **Grant** will be paid net of a 10% retention sum.

5.2 If the provisions of Clause 10 have been complied with by the dates specified therein, the retention sum (or such part of it as is deemed appropriate by **HES**) shall be forfeited and the **Grant** shall be reduced accordingly.

5.3 The retention (or such part of it as has not been forfeited) shall be paid by **HES** to the **Grantee** within 14 days of receipt by **HES** of all of the documentation specified in Clause 10.

6 PROGRAMME GUIDANCE

6.1 In carrying out the **Delivery Phase Activities**, the **Local Authority** shall comply with the **Programme Guidance**.

6.2 In carrying out or funding **Works** the **Local Authority** shall comply, or procure that the **Grantees** comply, with the **Guidance for Repair Grants** and will have appropriate processes and procedures in place for monitoring compliance and workmanship of the **Works** on site.

7 MILESTONES AND OBJECTIVES

7.1 The **Local Authority** shall carry out the **Delivery Phase Activities** so as to meet the **Delivery Phase Objectives**.

7.2 The **Local Authority** shall comply with any reasonable direction given by **HES** in connection with the monitoring of information related to the **Delivery Phase Objectives**.

7.3 It shall be a material condition of this **Agreement** that the **Local Authority** shall meet the **Milestones** by the dates specified (or otherwise agreed with **HES**) and comply with the **Special Conditions**). In the event that the **Local Authority** fails to meet any of the **Milestones** or to comply with the **Special Conditions**, **HES** shall be entitled to resile from the **Agreement** or vary the **Grant** and the terms of the **Agreement**, as **HES** deems appropriate. This clause is conceived solely for the benefit of **HES** who shall be entitled to waive the whole or any part of it at any time.

8 GRANTEE CONTRACTS AND LOCAL AUTHORITY TERMS & CONDITIONS

- 8.1 Where any part of the **Grant** is to be paid to any of the **Grantees**, the **Local Authority** shall enter into a **Grantee Contract** with each of the **Grantees** and, if requested by **HES**, provide **HES** with a copy of the **Grantee Contract**.
- 8.2 Where the **Local Authority** intends to use any part of the **Grant** in relation to **Properties** owned or leased by the **Local Authority**, it shall be necessary to follow the approval process set out in the **Programme Guidance** and following approval by **HES** (which approval can be given or withheld in the absolute discretion of **HES**) to submit the **Local Authority Notification** to **HES**. No works are to be carried out to **Properties** owned or leased by the **Local Authority** until **HES** has accepted the terms of the **Local Authority Notification**. In the event that **HES** accepts the **Local Authority** will, as and from the date of acceptance by **HES**, be bound by the **Local Authority Terms and Conditions**. If the **Local Authority** fails to submit the **Local Authority Notification** or **HES** refuses to give its approval to such works, but the **Local Authority** has nevertheless used **Grant** sums to carry out works to property which is owned or leased by them, **HES** shall be entitled to reduce the amount of the **Grant** by an equivalent amount.
- 8.3 Where **Works** are being carried out under **Grantee Contracts**, the **Local Authority** shall ensure that the terms of the **Grantee Contracts**, insofar as enforceable by the **Local Authority** thereunder, are enforced in a proper and diligent manner, and shall not waive or relieve the **Grantee** from any obligations thereunder.
- 8.4 The **Local Authority** shall comply with any reasonable direction given by **HES** in connection with the monitoring of information related to the exercise of enforcement rights under the **Grantee Contracts**.
- 8.5 At any time during the **Delivery Phase** and/or the **Scheme Control Period**, **HES** shall be entitled to inspect the **Properties** in order to check compliance with the **Area Action Plan** and achievement of the **Programme Objectives**.

9 AREA MANAGEMENT PLAN

- 9.1 During the **Delivery Phase**, the **Local Authority** will comply with the terms of the Area Management Plan referred to at Clause 2.1.4 and update the **Area Management Plan** with any relevant changes required in accordance with the **Programme Guidance** and agree the terms of it with **HES** prior to the end of the **Delivery Phase**.
- 9.2 Following the end of the **Delivery Phase**, the **Local Authority** will adopt and comply with the terms of the updated **Area Management Plan** for the duration of the obligations contained therein.

10 REPORTING & AUDITING PROCEDURES

- 10.1 Within four weeks of the end of the **Delivery Phase** the **Local Authority** must submit (i) a final **Progress Report**; and (ii) the final **Claim Form**; all in terms satisfactory to **HES**
- 10.2 Within three months of the (i) end of each Financial Year during the **Delivery Phase** and (ii) end of the **Delivery Phase**; the **Local Authority** must submit the **Grants Data Report** in terms satisfactory to **HES**;
- 10.3 Within six months of the end of the **Delivery Phase** the **Local Authority** must submit
- 10.3.1 the **Evaluation Report**;
- 10.3.2 the **Scheme Images**; and

- 10.3.3 the **Final Scheme Accounts**;
- 10.3.4 the updated **Area Management Plan** agreed in accordance with Clause 9.1 and confirmation of its adoption by the **Local Authority**;
- 10.3.5 the updated **Management & Maintenance Strategy** in accordance with Clause 11.1

all in terms entirely satisfactory to **HES**.

- 10.4 Within six months of the (i) end of each Financial Year during the **Delivery Phase** and (ii) end of the **Delivery Phase**; the **Local Authority** must submit the **Accountant's Report** and the **Annual Scheme Accounts**.

11 SCHEME CONTROL PERIOD

- 11.1 During the **Delivery Phase**, the **Local Authority** will comply with the terms of the **Management & Maintenance Strategy** submitted with the **Application** and update the **Management & Maintenance Strategy** with any relevant changes required in accordance with the **Programme Guidance** and agree the terms of it with **HES** prior to the end of the **Delivery Phase**.

- 11.2 The **Local Authority** shall:-

- 11.2.1 have robust processes and procedures in place to ensure implementation of, and monitoring and reporting against, the **Management & Maintenance Strategy**;

- 11.2.2 implement the updated **Management & Maintenance Strategy** throughout the **Scheme Control Period**; and

- 11.2.3 have a dedicated member of staff responsible for compiling and submitting the **Post Completion Monitoring Report** and ensure that **HES** is provided with appropriate contact details for such member of staff at all times.

- 11.3 The **Local Authority** shall ensure that, where required in terms of the **Programme Guidance** all **Grantee Contracts** require the **Grantees** to prepare and implement a **Management & Maintenance Plan**, the implementation of which will be monitored and enforced by the **Local Authority** in terms of the **Grantee Contracts** for the period required therein.

- 11.4 Within four weeks of the end of each **Financial Year**, for the duration of the **Scheme Control Period**, the **Local Authority** shall submit the **Post Completion Monitoring Report** to **HES**.

12 PROMOTION & ACKNOWLEDGEMENT OF GRANT

- 12.1 The **Local Authority** shall acknowledge the financial assistance of **HES** on the **Scheme Website**, in publications and all relevant publicity, on such terms as **HES** may from time to time require.

- 12.2 The **Local Authority** must not make any announcement or issue any statement, press release or other publicity without the prior written approval of **HES**, which approval will not be granted (i) until **HES** has made public the award of the **Grant**; and (ii) unless it contains a quote issued by **HES** for inclusion and the **HES** logo.

- 12.3 The **Local Authority** must ensure that (i) the **Scheme Website** and any press release, statement or publicity relating to the **Delivery Phase Activities** mentions the **Grant** from **HES**; (ii) any social media activity on any platform relating to the **Delivery**

Phase Activities includes the HES logo, the metadata tag "#HESsupported" and tags the relevant **HES** social media account; and (iii) **HES** is invited to any launch or other event celebrating the carrying out or completion of the **Scheme**.

12.4 All **Properties** shall display a board, in a size and form to be agreed by **HES**, publicising the assistance given by **HES**.

12.5 The **Local Authority** will maintain the **Scheme Website** and keep the information on it up to date, until the end of the **Delivery Phase**.

13 GRANT RECOVERY

13.1 **HES** is entitled to (i) re-assess, vary, make a deduction from, withhold or recover the **Grant** (or such proportion of it as **HES** thinks fit); and/or (ii) to terminate the **Agreement**; if:-

13.1.1 at any time any condition of the **Agreement** is contravened or not complied with and, if the breach is capable of remedy, the **Local Authority** has been given notice of it and has failed to remedy it within the period of time specified in the notice;

13.1.2 there is a significant change in the **Local Authority's** circumstances, status and/or organisational structure;

13.1.3 **HES** considers that any information provided in the **Application** and/or in terms of the **Agreement** is fraudulent, incorrect or misleading or the **Local Authority** has failed to provide information which would have been relevant to **HES** in approving the **Grant** or determining any matter in terms of the **Agreement**;

13.1.4 **HES** are not satisfied with any of the amounts specified in the **Claim Form**.

13.2 Any sums recovered by the **Local Authority** under any **Grantee Contract** shall be paid, within 28 days of receipt, to **HES**, under deduction of 10% representing an administrative charge, which shall be retained by the **Local Authority**. If payment is not made by the **Local Authority** in terms of this Clause 13.1 within 28 days of receipt, the **Local Authority** shall (in addition) pay to **HES Interest** on the outstanding sum from the date when it falls due until payment is actually made.

13.3 Any repayment of the **Grant** will incur **Interest** from the date of demand until payment is received by **HES**.

13.4 A certificate by **HES** as to the amount of the **Grant** due to be repaid will, in the absence of manifest error, be conclusive evidence of the sum to be repaid.

14 PUBLIC PROCUREMENT

The **Local Authority** must comply with its own policies and procedures (and all relevant **Legal Requirements**) in relation to public procurement activity for expenditure of the **Grant**.

15 SUBSIDY CONTROL

When entering into **Grantee Contracts** the **Local Authority** needs to have regard to all **Legal Requirements** in relation to subsidy control and ensure that all **Grantee Contracts** are being lawfully entered into.

16 **STATUTORY COMPLIANCE**

In carrying out the **Delivery Phase Activities** the **Local Authority** will comply with all **Legal Requirements**.

17 **EQUALITIES, MODERN SLAVERY & HUMAN TRAFFICKING, ANTI-BRIBERY AND AUDIT**

17.1 The **Local Authority** is expected to embrace fair work principles and practices in line with the advice of the Fair Work Convention. In particular, the **Local Authority** must ensure that:-

17.1.1 any new paid posts funded by the **Grant** are paid the national Living Wage as a minimum;

17.1.2 it evaluates the **Grantees** commitment to Fair Work First and assesses the verification of that as part of the application process for grant funding under the **Programme**;

17.1.3 it includes in the **Grantee Contracts** any appropriate milestones and outcomes for supporting delivery of the **Grantees** Fair Work First commitment in line with the guidance issued by the Fair Work Convention for makers of Public Sector Grants;

17.1.4 it evaluates the progress of **Grantees** towards meeting the milestones and outcomes agreed in the **Grantee Contracts** relating to its Fair Work First commitment.

17.2 The **Local Authority** must have effective systems to prevent, detect and deal with fraud, which systems shall be in form and substance satisfactory to **HES**.

17.3 The **Local Authority** must have effective written internal audit arrangements which are in form and substance satisfactory to **HES** and deal with the following:

17.3.1 acceptance of applications;

17.3.2 bank account signatory limits;

17.3.3 the limits to which the **Local Authority's** staff are able to make offers to **Grantees** on behalf of the **Local Authority**; and

17.3.4 the limits to which **Local Authority's** staff are able to issue **Local Authority Notifications**.

17.4 The **Local Authority** must ensure that any person or body carrying out any activity on its behalf complies with all **Legal Requirements** and, in particular, does not commit any act of discrimination rendered unlawful under any **Legal Requirements**.

17.5 In performing the obligations under the **Agreement**, the **Local Authority** must comply with the **Modern Slavery Legislation** and notify **HES** as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with the **Agreement**. The **Local Authority** represents and warrants that it has not been convicted of any offence involving slavery and human trafficking nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery or human trafficking.

17.6 The **Local Authority** must include in contracts with its contractors, and oblige its contractors to include in any subcontracts which are funded by the **Grant**, provisions which are at least as onerous as those set out in Condition 17.5.

18 **DATA PROTECTION & RECORDS RETENTION**

- 18.1 Both the **Local Authority** and **HES** will duly observe all their respective obligations as **Controllers** under the **Data Protection Legislation**, which arise in connection with this **Agreement**.
- 18.2 The **Local Authority** shall provide **HES** with any **Personal Data** relating to the **Grant** (including but not limited to any **Grantee**) as **HES** may reasonably require.
- 18.3 Notwithstanding the general obligation in Clause 18.1, the **Local Authority** undertakes to **HES** that the **Local Authority** will ensure that at all times each relevant **Data Subject** (including but not limited to any **Grantee**) has been provided with:
- 18.3.1 sufficient information (in an appropriate form) so as to enable fair, transparent and lawful **Processing** of the **Personal Data** by the **Local Authority**; and
- 18.3.2 any information provided to the **Local Authority** by **HES** so as to enable the fair, transparent and lawful **Processing** of the **Personal Data** shared with **HES** pursuant to Clause 18.2;
- in accordance with the **Data Protection Legislation**.
- 18.4 In the event that the **Local Authority Processes** any **Personal Data** on behalf of **HES** as a **Processor**, the **Local Authority** hereby agrees to enter into a separate data processing agreement with **HES** in such terms as **HES** considers appropriate.
- 18.5 The **Local Authority** shall provide **HES** with all assistance reasonably requested by **HES** to assist **HES** in complying with its obligations under the PRSA and with **HES's Records Management Plan** where such compliance is in respect of records created or to be created by the **Local Authority** on behalf of **HES** in terms of this **Agreement**. This assistance will be at no cost to **HES**.
- 18.6 The **Local Authority** shall in respect of records created during the term of this **Agreement** comply with the **Records Management Provisions** notified by the **Local Authority** and approved by **HES** from time to time. The **Local Authority** shall ensure that the **Local Authority Retention Schedule** provides for a separate class of records to be shown in a sub-section headed "**HES Funded Projects**" to be included under the section on "**Projects**" and for a duration of 15 years from the submission of the **Regeneration Outputs Report** (which period shall be restarted in the event of any issues arising during the **Control Period** under any **Grantee Contract** and notified by **HES** to the **Local Authority**) to be stated as the relevant period of retention of record,
- 18.7 At the end of the relevant period set down in the **Local Authority's Retention Schedule** for a particular record or class of records, then if the **Local Authority's Retention Schedule** for that record or class of records lists the final disposal of the record or class of records as "**Pass to HES**", the **Local Authority** shall offer to transfer the records in question to **HES**, such transfer to include full ownership of the records (including transfer of the status of **Data Controller** of any **Personal Data** contained in the records, full beneficial ownership and transfer of any **Intellectual Property Rights** relating to the records.) The transfer shall be at no cost to **HES**. The **Local Authority** shall ensure that all relevant indices and any other relevant information reasonably required to locate individual items within the records, including metadata and database schema, are also offered to **HES** on the same terms.
- 18.8 If the **Local Authority** ceases to exist then the records which would, in terms of Clause 18.7, fall to be offered to **HES** at the time stipulated in the **Local Authority's Retention Schedule**, shall be deemed to be held on trust by the **Local Authority** on behalf of **HES**. The **Local Authority** shall thereafter, if and when so required by **HES**,

transfer the records in question to **HES**, such transfer to be on the same terms as would apply to a transfer made in terms of Clause 18.7.

19 **ASSIGNATION**

The Agreement will not be capable of assignment by the **Local Authority**.

20 **DEFINITIONS AND INTERPRETATION**

20.1 **Definitions**

In this Offer the following terms shall have the meanings ascribed to them as follows:

"Agreement" means this **Offer** and any other formal letters following on from this **Offer** comprising a concluded contract between **HES** and the **Local Authority**;

"Accountant's Report" means a report by an Chartered Accountant (who has not otherwise been involved in the administration of the **Scheme**) to certify to **HES** (on terms which **HES** can place reliance upon) that:

- (a) the amount of **Grant** claimed by the **Local Authority** in any one **Financial Year** is accurate;
- (b) the **Local Authority** has incurred expenditure in line with the **Scheme Budget Profile** and the **Programme Guidance**;
- (c) the **Local Authority** has secured the income for the **Scheme** outlined in the **Scheme Budget Profile**;
- (d) the **Local Authority** has not received any additional funding for the **Scheme** which has not been approved by **HES**;
- (e) the **Grantee Contracts** entered into in any one **Financial Year** and confirmation that these were substantially in the form required hereunder having regard to the level of grant in question;
- (f) the amount of money recovered by the **Local Authority** from **Grantees** under the **Grantee Contracts** in terms of Clause 13.1 hereof; and

the amount of **Grant** used by the **Local Authority** in relation to property owned or leased by the **Local Authority** in any one **Financial Year**.

"Annual Scheme Accounts" means the annual accounts for the **Scheme** showing the income received and expenditure incurred in carrying out the **Delivery Phase Activities**;

"Application" means the **Local Authority's** application for a delivery phase grant under the **Programme** dated [REDACTED];

"Area Action Plan" means the principal supporting document for delivery of the **Delivery Phase Activities** as set out in the **Application** and updated from time to time with the prior written consent of **HES**;

"Area Character Appraisal" means the document setting out the important historic characteristics for the **Scheme Area** prepared in terms of Planning Advice Note 71 (whether or not the **Scheme Area** is a designated Conservation Area);

"Area Management Plan" means the document setting out how the **Local Authority** will manage change and support maintenance within the **Scheme Area**;

"Area Partnership" means the parties responsible for delivering the **Scheme**;

"Area Partnership Agreement" means the formal agreement between the members of the **Area Partnership**, setting out the roles, responsibilities and decision-making structure for the **Scheme**;

"Claim Documentation" means (i) the **Progress Reports**; (ii) the **Claim Form** and (iii) the **Updated Scheme Budget Profile**;

"Claim Form" means the financial form submitted via the **Grantee Portal** by the **Local Authority** to request grant payment;

"Controller", "Data Subject", "Processing", "Processor" and "Personal Data" have the meanings ascribed to them in the **Data Protection Legislation**;

"Data Protection Legislation" means the UK Data Protection Legislation and any other European Union legislation relating to **Personal Data** and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the **Use of Personal Data** (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"Delivery Phase" means the period from the date of the Agreement until (i) the date falling five years after the date of the **Permission to Start**; or (ii) the **Scheme Completion Date**; whichever is the later;

"Delivery Phase Activities" means the repair projects and other activities required to deliver the **Scheme** in support of the **HES Grant Priorities** all as contained in the **Application** (including the **Area Action Plan**) and amended by supplementary information provided and agreed in writing by **HES**;

"Delivery Phase Objectives" means the main objectives for the delivery of the **Scheme** as set out in the **Application** and agreed with **HES**;

"Draft Grantee Contract" means the draft contract made available by **HES** on the **HES** website from time to time, as may be amended by the **Local Authority** having first obtained the consent of **HES**, acting reasonably;

"Eligible Costs" means the eligible costs as set out in the **Programme Guidance** and **HES's Guidance for Repair Grants**;

"Evaluation Report" means a report detailing the progress of the **Scheme** against the **Delivery Phase Objectives** and the **HES Grant Priorities** as described in the **Programme Guidance** i and incorporating a final progress report on objectives for the **Delivery Phase**;

"Environmental Assessment" means any environmental assessment relevant to the **Scheme** and the **Properties** including without prejudice to the foregoing generality any assessments in terms of the Environmental Impact Assessment (Scotland) Regulations 1999; the Environmental Impact Assessment (Water Management) (Scotland) Regulations 2003 and the Environmental Assessment (Scotland) Act 2005 and all relevant codes of practice, regulations, amendments, statutory instruments and present and future legislation and others in substitution therefor;

"Final Scheme Accounts" means accounts for the **Scheme** covering the whole of the **Delivery Phase**;

"**Financial Year**" means each year starting 1 April and ending on 31 March of the next calendar year;

"**Grant**" means the sum of [] Pounds Sterling (£[]);

"**Grant Intervention Rate**" means [];

"**Grantee**" means individuals, companies, or organisations that make applications to the **Local Authority** for grant aid in order to carry out **Works** and whose applications are approved by the **Local Authority**;

"**Grantee Contract**" means the contract, substantially in the form of the relevant **Draft Grantee Contract** with the relevant information being duly completed;;

"**Grants Data Report**" means the report on programme data required by **HES** in the form made available by **HES** on the **Grantee Portal**;

"**Guidance for Repair Grants**" means the document detailing information about eligibility and required standards with respect to repairs and other physical works grant-aided by **HES** and published on **HES**'s website from time to time;

"**HES Grant Priorities**" means the six grant priorities outlined in the **Programme Guidance**;

"**Historic Environment Assets**" means all historic (i) buildings; (ii) monuments; (iii) public realm; and (iv) other structures; within the **Scheme Area**;

"**Interest**" means four per cent per annum above the base lending rate of The Royal Bank of Scotland PLC from time to time;

"**Joint Delivery Agreement**" means, where the **Scheme** is being delivered by more than one organisation, the agreement between the **Local Authority** (as the lead organisation) and the other partner organisations setting out the roles and responsibilities of each party in delivery of the **Scheme**;

"**Legal Requirement**" means any requirement in respect of or affecting the **Property** or its use under all common law, statute, statutory provision (including any subordinate legislation), instrument, rule or regulation under or in pursuance of any Act of Parliament, by-law, regulation, public or local policy or order made by, or any requirement of any competent statutory, public or local authority or the decision of any court of competent jurisdiction;

"**Local Authority**" means 'xxxx Council' constituted under the Local Government etc (Scotland) Act 1994, having its principal office at [INSERT ADDRESS OF PRINCIPAL OFFICE].

"**Local Authority Notification**" means the notification letter in the style of the draft notification letter forming Part 1 of the **Schedule**;

"**Local Authority's Retention Schedule**" refers to those parts of the **Records Management Provisions** relating to how long particular records or classes of records created or managed by the **Local Authority** are to be retained for after they have come to the end of their normal operational use.

"**Local Authority Terms and Conditions**" means the Local Authority Terms and Conditions made available by **HES** on the **Grantee Portal** from time to time, as may be amended by **HES**, acting reasonably;

“Management & Maintenance Plan” means the plans for management and maintenance of the **Properties** required in terms of the **Grantee Contracts** and/or the **Local Authority Terms and Conditions**;

“Management & Maintenance Strategy” means the strategy to address historic environment management and ongoing maintenance in the **Scheme Area**;

"Milestones" means the dates and objectives agreed between the **Local Authority** and **HES** as representing deadlines on progress relative to the **Scheme** and financial commitments as follows:

Deadline	Agreed Progress
Date falling [] months from the date of the Permission to Start	A dedicated project officer must be in post to administer the Scheme for its duration.
Date falling 6 months from the date of the Permission to Start	Go live with the Scheme Website
Date falling [] years from the date of the Permission to Start	Drawdown of no less than 25% of HES grant (£[]) against approved project expenditure.
By the date falling 4 years from the date of this Permission to Start	The Local Authority either entering into Grantee Contracts and/or Local Authority Terms and Conditions in respect of all Works
Date falling 5 years from the date of the Permission to Start	All HES grant aided Works to be completed and signed off.

[Option to add in any other Milestones including any required to meet Fair Work Principles and a timeframe for achieving them]

"Modern Slavery Legislation" means all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force, including the Modern Slavery Act 2015 and the Human Trafficking and Exploitation (Scotland) Act 2015;

"Offer" means this offer including the **Schedule**;

“Post Completion Monitoring Report” means a report detailing how the **Local Authority** is delivering against the **Management & Maintenance Strategy**;

"PRSA" means the Public Records (Scotland) Act 2011;

"Permission to Start " means the letter issued by **HES** confirming that all of the pre-conditions set out in Clause 2.1 have been satisfied and that it has received the **Local Authority's** acceptance of the **Offer** so as to permit the **Delivery Phase Activities** to start;

"Professional Advisor" means a suitably qualified professional holding, if required in terms of the **Programme Guidance**, conservation accreditation status from a recognised organisation.

"Programme" means the Heritage and Place Programme under Section 11 of the Historic Environment Scotland Act 2014;

"Programme Guidance" means the guidance issued by HES setting out the priorities, processes and procedures for delivering the **Development Activities** and the **Scheme**;

"Programme Objectives" means HES's objectives for the **Programme** outlined in the **Programme Guidance**;

"Progress Reports" means the report on the progress of the **Delivery Phase Activities** against the **Delivery Phase Objectives** in the form of the style progress report published on the **Grantee Portal**;

"Properties" means all **Historic Environment Assets** (or part thereof) within the **Scheme Area** (whether detailed in the **Area Action Plan** or otherwise) which have been allocated part of the **Grant** in order to carry out **Works**, the owners of which are the **Grantees** and/or the **Local Authority** and which properties shall be more particularly described or referred to in the **Grantee Contracts** and/or the **Local Authority Notifications**, as appropriate;

"Quarterly Date" means each of 30 June, 30 September, 31 December and 31 March in each **Financial Year**;

"Records Management Plan" means the plan prepared by the **Local Authority** and approved by the Keeper of the Records of Scotland under Section 1 of the PRSA;

"Records Management Provisions" refers to the policies, procedures and arrangements for the management and preservation of the records created by the **Local Authority** further to this **Agreement**;

"Schedule" means the schedule of one part annexed and executed as relative hereto;

"Scheme" means (i) physical projects, (ii) administration and (iii) eligible proposals relating to the **Scheme Area**, being the subject of the **Application** and amended by supplementary information provided and agreed in writing by **HES**;

"Scheme Area" means the **Scheme** area identified in the **Application** and the **Area Action Plan**;

"Scheme Budget Profile" means the proposed timetable for receipt of income, expenditure and grant drawdown linked to anticipated progress of the **Delivery Phase Activities** against the **Delivery Phase Objectives**, forming part of the **Application** and updated by the **Updated Scheme Budget Profiles** submitted and approved by **HES** from time to time in accordance with the terms of this **Agreement**);

"Scheme Completion Date" means the date of completion of the **Delivery Phase Activities**;

"Scheme Control Period" means the period from the **Scheme Completion Date** until the last to expire of the Control Periods under the **Grantee Contracts** and any **Local Authority Terms and Conditions** (as the term "Control Period" is referred to therein);

"Scheme Images" means the before and after images of the **Properties** required in terms of the **Programme Guidance**;

"Scheme Website" means the website for the Scheme providing details of the **Area Action Plan**, the grant funding that is available and any documents or applications relevant to the third party grants;

"Special Conditions" means [REDACTED];

"UK Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended;

"Updated Scheme Budget Profile" means the **Scheme Budget Profile** updated on a quarterly basis to reflect the up to date position in respect of the allocation of the **Grant** and projected spend under the **Scheme**; and

"Works" means Repair and Resilience Capital Projects which form part of the **Area Action Plan**, to be carried out to the **Properties** by the **Grantees** and/or the **Local Authority**, as the case may be, and which shall be set out in full or referred to in the **Grantee Contracts** and/or the **Local Authority Notifications**, as is appropriate in the circumstances.

20.2 Interpretation

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

- 20.2.1 words importing any gender shall include all other genders;
- 20.2.2 words importing the singular number only shall include the plural and vice versa;
- 20.2.3 obligations contained in this **Offer** 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;
- 20.2.4 words importing individuals include corporations and vice versa;
- 20.2.5 references to the **Offer** or to any other document shall be construed as reference to the **Offer** or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 20.2.6 any reference to a clause, Schedule or Part of the Schedule is to the relevant clause, **Schedule** or Part of the **Schedule** of or to the **Offer**;
- 20.2.7 reference to any statute or statutory provision (including any subordinate legislation) or any **Legal Requirement** includes any 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
- 20.2.8 any phrase introduced by the 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.

21 **TIME LIMIT FOR ACCEPTANCE**

This **Offer** shall be open for acceptance in writing within two months after the date hereof and failing acceptance on or before that date shall thereafter be deemed to have been withdrawn.

22 **SIGNATORIES**

..... Full Name Full Name
 Designation Address
 Address

Dated20**

I, Proper Officer of xxx Council hereby, for and on behalf of xxx Council, accept the terms and conditions contained in the foregoing offer of grant by HES dated xxxx.

..... Signed Witness
 Full Name Full Name
 Designation
 Address

Dated.....

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING OFFER BY HISTORIC ENVIRONMENT SCOTLAND TO **xxx** COUNCIL

SCHEDULE

SCHEDULE

Part 1

DRAFT LOCAL AUTHORITY NOTIFICATION LETTER

[TO BE TYPED ON LOCAL AUTHORITY HEADED NOTEPAPER]

[DATE]

Historic Environment Scotland
Grants Team
Room 50, Longmore House
Salisbury Place
EDINBURGH
EH9 1SH

Dear Sirs

**LOCAL AUTHORITY NOTIFICATION
HERITAGE & PLACE PROGRAMME**

On behalf of **[insert Local Authority]** incorporated under the Local Government etc (Scotland) Act 1994, having its Principal Office at **[insert address]** (the "**Local Authority**"), I **[insert name of Proper Officer]**, proper officer of the **Local Authority**, hereby serve notice on Historic Environment Scotland ("**HES**") in terms of Clause 8.2 of the **Offer** forming part of the **HPP Contract** (as afterdefined) of the **Local Authority's** intention to use part of the sums awarded in terms of the **HPP Contract** for the purposes of defraying in part the expenses of repairing and maintaining property owned or leased by the **Local Authority**.

Words and phrases used in this **Local Authority Notification** shall (unless the context implies otherwise) have the same meaning as ascribed to them in the **Local Authority Terms and Conditions** as defined in the **HPP Contract**.

1 Definition

"End Use" means **[insert End Use agreed with HES, acting reasonably]**;

"Final Account Deadline" means **[insert date agreed with HES as the Final Account Deadline for the works in question]**;

"Grant" means **[insert grant amount in words]** (£**[insert grant amount in figures]**) Sterling;

"HPP Contract" means the contract constituted by (i) offer of grant issued to the **Local Authority** by **HES** dated **[insert date of offer]**; (ii) the **Local Authority's** acceptance thereof dated **[insert date of acceptance]**; and (iii) and other formal letters following on from the offer and acceptance and comprising a concluded contract between the **Local Authority** and **HES**;

"Local Authority Notification" means this notice;

"Project Outcomes" means [];

"Property" means [insert property description];

"Schedule" means the schedule in 2 parts annexed and executed as relative hereto;

"Scheme Funding" means the scheme of funding detailed in Part 1 of the Schedule;

"Scheme Specification" means the documents and plans relating to the specification of materials and techniques to be used in carrying out the Scheme Works and referred to and specified in Part 2 of the Schedule and such other documents, plans or amendments approved by HES from time to time in their absolute discretion;

2 The word and phrases defined in Clause 1 of this Local Authority Notification shall be used to interpret the provisions of the Local Authority Terms and Conditions in relation to the Grant awarded in respect of the Scheme Works being carried out at the Property.

3 This Local Authority Notification shall be open for approval by HES in terms of Clause 8.2 of the Offer forming part of the HPP Contract within one month of the date hereof.

Yours faithfully

[For the Local Authority]

I, _____ authorised signatory of HES hereby, on behalf of HES accept the terms and conditions contained in the foregoing offer of grant by HES dated _____

.....	Signed	Witness
.....	Full Name	Full Name
.....	Designation	Address
.....	Address	
.....		

Dated.....

To Annex:-
Schedule Part 1 (of the Local Authority Notification Letter) - Scheme Funding
Schedule Part 2 (of the Local Authority Notification Letter) - Scheme Specification