



Historic England

Repair Grants for Heritage at Risk



Guidance for
Grant Recipients

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1 About this document

1.1 Introduction

We offer grants under this scheme for:

- project development work, such as a specialist report or an investigative survey or the scoping and development of a repair project **or**
- repair or other main work **or**
- project development work and repair or other main work

In certain circumstances, we can grant aid the acquisition of a building, monument, park or garden.

If you are a local authority, we may be able to help you support a programme of small-scale repairs and improved management of scheduled monuments in private ownership within a defined area.

You can find a guide to grant-eligible work and costs in *Guidance for Applicants*, which you can download from our website:

www.HistoricEngland.org.uk/services-skills/grants/our-grant-schemes/grants-available/repair-grants/

1.2 This document

If we have offered you a grant, *Guidance for Grant Recipients* is one of the documents which make up our contract with you. You should read it carefully

before accepting our offer. It explains what you need to do to carry out your project so that you receive the grant, what information we need from you during your project and how you can request payment of the grant.

Depending on the type of grant offer we have made, different parts of this document apply to your project. You need to read parts **2**, **3** and **6** whatever the type of grant offer. In addition:

- if we have offered you a grant for project development work only, please read **part 4**
- if we have offered you a grant for repair or other main work only, please read **part 5**
- if we have offered you a grant for both project development work and repair or other main work, please read parts **4** and **5**

If we have offered you a grant for the acquisition of a building, monument, park or garden or for a local authority programme for scheduled monuments in private ownership, your offer letter will tell you which parts of this document apply to your project.

Please note that throughout this document where we refer to repair work, this can also cover other main work. If this is applicable to your grant offer, it will be set out in the Historic England Report.

2 Grant contract

2.1 What makes up the grant contract?

If your application is successful, we will send you a grant offer. This includes an offer letter, a set of standard conditions and various annexes.

When you accept our grant offer, you enter into a formal contract with us. This is the grant contract. It sets out the terms and conditions on which our grant offer is made.

You should read all parts of the grant contract carefully to make sure you are aware of the commitment you are making when accepting our grant offer. If any of the terms and conditions are not complied with or are contravened, we may withhold any grant not yet paid. You may also have to return any grant we have already paid you.

If we make an offer for project development work and repair work at the same time, this will normally be a two-stage arrangement. This means that we make a firm offer for the project development work and an in-principle offer for the repair work. The grant contract applies to both stages.

The grant contract is made up of the following documents:

Offer letter

This letter tells you the type of grant we are offering you, the amount of our grant offer and the total estimated cost of the eligible work.

It contains a payment plan, which sets out the payments you can claim and when you need to send us your payment requests. The letter lists the annexes which also form part of the contract. It also confirms who your contact(s) at Historic England will be.

Standard conditions

This is a set of conditions which you must comply with. It includes a section where you and we sign to make the contract between us.

Historic England Report

This report describes your property, its current (and where relevant, intended) use and its current condition. It sets out the work which is eligible for our grant, including any specific requirements about the materials and methods which should be used on your project and the type of professional adviser or team of advisers you will need to employ to specify, inspect and certify the grant-eligible work. It also details the cost estimates that we have used to calculate the level of grant.

Your professional adviser or team of advisers will be involved before, during and after your project takes place. They set out the work needed in a written specification and prepare drawings to guide the work (ie specify), make sure that the work is being done as specified and to an appropriate standard (ie inspect) and report to you to confirm that the work is to the required standard and that stage payments can be made (ie certify).

Guidance for Grant Recipients

This is the document that you are currently reading.

Other annexes

Depending on the type of grant offer, there may be other annexes to the grant contract such as a costed maintenance plan or development appraisal. The offer letter states what other annexes (if any) form part of your grant contract with us. All annexes have the force of the grant contract.

2.2 Entering into the grant contract

If you wish to accept our grant offer, you need to do this by signing at the end of both copies of the standard conditions, returning one copy to us and keeping the other for your records. You need to do this by the time limit set out in the standard conditions. If you do not, and we have not agreed to vary that time limit in writing, we can withdraw our grant offer on fourteen days written notice.

You should sign in the space provided at the end of the standard conditions. This is called the execution clause. You only need to tell us your position if you are signing on behalf of an organisation or company. Please note that it is your responsibility to make sure that your part of the execution clause is properly signed. If you need several people to sign in order to enter a contract, you should make sure their signatures are in place before you return the document to us.

2.3 Your responsibility as grant recipient

It is your responsibility to deliver your project and comply with the grant contract. Although we are likely to have direct contact with your main professional adviser as well as you, our

contractual relationship is with you. You will need to authorise any decisions your main professional adviser makes on your behalf and keep yourself informed about progress. This will enable you to act as an informed client and deliver your project on time.

A key aspect of complying with the contract is keeping to the timetable. This will mean that you achieve the agreed milestones on time and make your payment requests in line with the payment plan. If at any point during your project you depart from the timetable, you need to let us know straightaway.

Some responsibilities come into play once you have completed your project. These are designed to secure the benefits of our investment in your property. You will need to fulfil these responsibilities for the period stated in the contract.

You can find out more information about your responsibilities in parts 3, 4, 5 and 6 of this document.

2.4 Our responsibility as grant-giver

We will pay the grant in line with your payment plan if you fulfil the grant contract. If your project's timetable changes unavoidably and you notify us straightaway, we will try to reschedule your payment plan. We will always do our best to accommodate this but we cannot guarantee that it will be possible. This is because we have to schedule all grants carefully so that we stay within our budget each year, which gives us limited flexibility.

If we have made an in-principle offer towards repair work, we will confirm that offer if you complete the project development work as agreed and your circumstances do not change.

We will manage your grant and work with you in line with the published procedures of this scheme and the standards under which all our grant schemes operate. These standards can be found on our website: www.HistoricEngland.org.uk/services-skills/grants/our-grant-schemes/

2.5 What happens if you cannot complete your project?

If at any point during your project it becomes clear that you are unable to complete it, you must let us know immediately. If this happens, we may withhold any grant not yet paid. You may also have to return any grant we have already paid you. We will base our decision on how complete your project is and whether its benefits, including any post-completion benefits, will be achieved.

3 Procurement

3.1 What is procurement and what does it mean for you?

Procurement is the process of finding and buying work, equipment, goods and services.

When you receive a grant from us, you are accepting public money and with this comes certain responsibilities. One of these is about how you procure your project.

Regardless of the type of grant we offer you, you must obtain value for money. This normally means choosing and appointing any professional advisers and contractors in a competitive way by getting at least three tenders. In most cases, you will also need to comply with the Public Contracts Regulations, which will mean advertising the work in advance.

Guidance on procurement for grant-aided projects and example documents to help you with this are available on our website:

www.HistoricEngland.org.uk/services-skills/grants/our-grant-schemes/procurement-regulations/

3.2 Procurement strategy

You will need to draw up a procurement strategy for your project. As a condition of the grant, you must agree this procurement strategy with us before starting any work.

The procurement strategy should show how you are going to find and choose the professional

advisers and any contractors to work on your project, including the processes and documents that will be needed to appoint them. The approach should be suitable for the nature and size of your project.

Your procurement strategy should set out:

- the form and scope of the contract(s) that you propose to use for your project
- the approach to advertising the contract(s)
- the documents that will form part of or are required by each contract
- the number of professional advisers or contractors that will be invited to tender for each contract
- how the most suitable tenderer will be selected for each contract

In most cases, your main professional adviser will be the first person you appoint to work on your project. We are willing to approve the procurement strategy for this appointment before considering your strategy for procuring any other professional advisers and/or the contractor(s) for the repair work. If you follow this approach, your main professional adviser can help you with the second part of this. If you need advice on preparing a procurement strategy for appointing your main professional adviser and carrying it out, please get in touch with us.

If you have already appointed your main professional adviser by the time you accept our grant offer, you must tell us this in writing and explain how you went about it. We will need to confirm whether the process you used was adequate to comply with the grant contract before any work goes ahead on your project. If the process you used was inadequate for this purpose, we will not be able to pay any grant towards your project until you have resolved the situation. This will normally mean carrying out a fresh procurement process for the main professional adviser.

Please note that any approval or otherwise from us relates to the process for appointing an individual or firm. We do not approve the appointments themselves, nor do we comment on the individuals or firms concerned.

Your professional advisers will need to have relevant specialist conservation knowledge, ability and expertise. For most projects, your main professional adviser must either be an architect, a chartered building surveyor or a chartered architectural technologist, who has conservation accreditation from a recognised body. You can find more information on this in *Guidance for Applicants* Section 5.6.

The contractors that you invite to tender must have appropriate experience and expertise and be registered with the Construction Industry Training Board.

Please note that you or your main professional adviser must agree the tender documents, including the specification and drawings, for any repairs with us before tenders are invited for the work.

Your procurement strategy is a live document which you should update if circumstances change. You should seek our approval each time you make a substantive change.

3.3 Conflicts of interest

You must avoid conflicts of interest. Grant recipients (including directors and trustees of corporate bodies that receive a Historic England grant) or their immediate family should not have an interest with any person or firm involved in the tender procedure for the project. You must declare any such interest and seek our approval to proceed when you submit your procurement strategy and any time after that if an interest emerges.

4 Grants for project development work

4.1 Introduction

We offer grants for different types of project development work, which are explained in detail in *Guidance for Applicants*. These can broadly be categorised as project development work which improves the understanding of the property (eg a condition survey, a piece of research or an options appraisal) and that which directly informs repair work (eg preparing the specification and drawings). The work in your project which is eligible for grant is set out in the Historic England Report.

4.2 Before you start work

Before you start any work, you must enter into the grant contract by signing at the end of both copies of the standard conditions, returning one copy to us and keeping the other for your records. For further information on this, please see [Section 2.2](#).

4.3 Timetable

Project development work involves a number of different activities, which should follow a logical order. The normal sequence is:

- 1** Submission to us of your procurement strategy for your main professional adviser for our approval.
- 2** Procurement of your main professional adviser (unless already appointed via a process approved as part of your procurement strategy).
- 3** Making sure that health and safety provision for your project is adequately covered.
- 4** Submission to us of your procurement strategy for any other professional adviser(s) and/or any contractor(s) for our approval.
- 5** Procurement of any other professional adviser(s).
- 6** Submission to us of a draft project design for any project development work aimed at improving the understanding of the property (eg a condition survey, a piece of research or an options appraisal) for our approval.
- 7** Implementation of project development work in line with the agreed sequence of milestones, with submission of payment requests and associated information on reaching each milestone. You should notify us at least three weeks in advance of the removal of any temporary means of access, such as scaffolding, so that we can make a close inspection of your property.
- 8** Submission to us of the draft final report of any project development work covered by **6** above for our approval.
- 9** Submission to us of tender documents, including the specification and drawings, for the repair work (if applicable) for our approval.
- 10** Procurement of contractor(s) for the repair work (if applicable).
- 11** Project Development Submission.

4.4 Keeping us informed

During the course of any project a number of things can happen that could affect the running of the project and the payment of grant. You must let us know about any significant changes. In particular, you must:

- seek our permission for any changes to the forecast dates for reaching any milestones set out in your payment plan or for completing your project development work, and send us a revised programme as soon as possible
- tell us if any professional adviser or contractor stops working on your project before work is complete and send us an updated procurement strategy for our approval before you replace them
- tell us if the timetable for investigative work or temporary access changes
- tell us if there is any change in the ownership of your property or, if you are an organisation or company, in the status of the signatories to the grant contract
- tell us if there is a change to your bank or building society account details and send us an original banking document to confirm the change
- tell us if there is any other change of circumstances which may have a bearing on the project

4.5 Copyright and intellectual property rights

The person who produces intellectual property, such as designs and drawings for repairs, owns the copyright in the material they have produced. This means that they have control over its use by others. You will need to obtain an assignment or an extensive licence to permit you and us to use it and, if necessary, sub-license the intellectual property rights freely.

This should cover any material produced with the help of the grant, including:

- any research or investigation and the reports of the findings
- the design and drawings for the repairs
- the specification and any other tender documents
- any models or photographs

This will ensure that if you change your professional adviser, any work already carried out can be passed on to a new adviser, avoiding duplication and unnecessary costs.

4.6 Insurance

We expect you and your professional adviser(s) and/or contractor(s) to hold adequate insurance covering the project development work.

4.7 Publicity

We operate transparently and regularly publish details of grants we have given. We therefore reserve the right to publish information about your project and our grant, including the name of the grant recipient. We will not publish your personal details.

4.8 Work to improve the understanding of the property

The Historic England Report will set out what project development actions are needed. Your main professional adviser, or the appropriate professional adviser in your project team, must carry out the work in accordance with the brief in the Report. You should first send us a draft project design for approval. This is a statement setting out the methodology for the work required. Work must not start until we have approved it in writing.

The project design will normally include:

- a short statement explaining your professional adviser's understanding of the nature and significance of the site
- a method statement explaining how the work will be undertaken, including for example details of technical equipment, the location of sources to be consulted and the timing, as appropriate
- comments on any issues raised by the brief or any risks that, in the view of your professional adviser, could affect the feasibility of the work
- a list of team members and their individual responsibilities, accompanied by a short CV for each team member, if known

Where the work is to be subcontracted or commissioned separately, the project design can form the basis for procuring the work.

You must comply with the requirements of the Historic England Report. In particular, you must:

- meet the timetable set out in the brief
- send us a draft copy of the final report for approval, **and once approved**
- send us a copy of the final report

You must also send us any photographs and transparencies that are required by the brief.

You, or your main professional adviser as instructed by you, should notify us of any opening up, investigations, temporary access etc. and give us an opportunity to visit the site at this time.

4.9 Maintenance plan

The Historic England Report will tell you if you need to prepare a costed maintenance plan as part of the project development work.

For further information, please see our *Maintenance Plans* guidance. You can download this document from our website: www.HistoricEngland.org.uk/services-skills/grants/our-grant-schemes/grants-available/repair-grants/

4.10 Temporary protection

If temporary protection forms part of the grant-eligible work, we will set this out in the Historic England Report.

Where temporary protection is needed, you will need to progress this promptly. Your procurement strategy (see [Section 3.2](#)) may need to reflect the need for rapid action on this part of your project.

Any temporary work we support should not be open-ended. There will need to be a clear commitment to carry through with substantive repair at the earliest opportunity.

4.11 Preparing for repairs

In many cases, the project development work will be aimed at a specific repair project. Your main professional adviser must carry out the necessary preparatory work for the repair work set out in the Historic England Report. This will involve:

- preparing a procurement strategy for the repair work and any other specialist professional adviser(s) needed to deliver the project
- considering what arrangements for health and safety should be provided during the project
- drafting a specification for the repair work, along with supporting documents and drawings which together will make up the tender documents
- seeking approval of the tender documents from us
- managing the procurement process for the repair work including advertising, where appropriate, obtaining competitive tenders and producing an evaluation of tenders (see [Section 4.12 B](#))
- preparing and making applications for statutory consents
- preparing the Project Development Submission

It is worth spending as much time choosing a builder or craftsperson as a professional adviser. Once you have appointed a main professional adviser, they can help identify suitable builders or craftspeople to tender for your project. It is important to find builders or craftspeople with experience and knowledge of conservation

work. We encourage you to ask for evidence of experience, ask about their skills and qualifications such as the Heritage Skills CSCS card, check references and go and look at other jobs that they have completed.

4.12 Project Development Submission

Once you have completed the project development work you must send us the information we ask for in the contract. This is called the Project Development Submission. It is your responsibility to ensure that it is submitted by the deadline indicated in your payment plan.

Your Project Development Submission may include the items below. Bear in mind that items A-F will normally only apply if your grant offer is for both project development and repair work.

A Two priced copies of the specification and drawings

The contractors who tender will return a priced specification with their tenders.

You must send us two copies of the priced specification (and bills of quantities where these have been prepared) for your preferred tender which must be the lowest or best value tender based on the criteria set out in the invitation to tender. You should also send us two complete sets of the tender drawings.

B Evaluation of tenders

Once you have received tenders for the work, your professional adviser(s) must produce an evaluation of tenders, also known as a tender report. You must send us a copy of this report.

The scope of and detail needed in the tender report will depend on the nature and cost of your project. However, we expect the report to

include the following:

- a list of all the contractors invited to tender
- a list of all tenders received and of those invited that declined to tender
- a full list of all the contract documents on which the tenders were based
- confirmation that the tendering has been carried out in accordance with the current JCT Tendering Practice Note and of which 'Alternative' for correction of errors was stated within the tender documents (JCT is the Joint Contracts Tribunal and you can find more information on their website: www.jctltd.co.uk)
- a list of all qualifications and unauthorised amendments to the tender documents, stating whether they have been withdrawn or accepted and what effect they have on the tender
- confirmation that all tenderers are suitably experienced, have the skills necessary to carry out the specified works and are registered with the Construction Industry Training Board
- confirmation that all tenders have been evaluated on the criteria set out in the invitation to tender

For your preferred tender, the report should include the following items:

- an arithmetical and pricing check on the tender
- an examination of rates and prices identifying any unusually high or low rates, unpriced items and other pricing matters
- details of any adjustments made in accordance with the chosen 'Alternative' for correcting errors stated in the tender documents
- a reconciliation between the tender and the estimated costs in the Historic England Report with reasons for any significant differences
- details of day work rates and comments as to their reasonableness
- comments on any supplementary information submitted, such as any programme of works, insurance details, list of subcontractors, health and safety policy statement or health and safety plan
- an assessment of risks associated with the project, and how these risks will be managed
- confirmation that your preferred tender has been evaluated on the criteria set out in the invitation to tender, is fair and reasonable, represents value for money and is recommended for acceptance

C Breakdown of eligible and ineligible work in your preferred tender

Our grant is towards the eligible work in your project. The eligible work is set out in the Historic England Report.

Your total project costs may include other work that we cannot give grant for. This is called ineligible work. Grant will not be paid towards it. If your project includes ineligible as well as

eligible work, you must state the value of each and provide a breakdown which distinguishes between the eligible and ineligible work contained in your preferred tender in a list or spreadsheet.

Preliminaries and other general project costs should be divided clearly and on a reasonable basis between the eligible and ineligible work. Your main professional adviser will be able to provide you with this information.

D Original forms of tender

You need to send us the original forms of tender that you received from the contractors who tendered for the project. When we have inspected these, we will return them to you.

E Declaration of interest

You need to confirm to us at this point that you do not have an interest in any person or firm involved in the tender procedure beyond any which you have already declared to us.

F Cashflow forecast and programme of works

You need to provide a cashflow forecast for your repair work. The main component of this will be the forecast of payments to the contractor(s), who should be able to provide this information.

The forecast should show separately all the outgoings, ie the cost of the work, fees and VAT, as well as any income, ie money that you expect to receive as partnership funding, such as grants from other bodies.

You also need to send us a copy of the programme of works, which will usually be in the form of a 'Gantt' or bar chart prepared by your contractor. It should be checked by your main professional adviser.

G Costed maintenance plan

If you did not already have a costed maintenance plan for your property when you applied to us for a grant, you may have needed to prepare one and agree it with us as part of your project development work.

You need to send us a copy of the costed maintenance plan as part of your Project Development Submission.

H Final report

Your project development work may have included investigation or research to help improve the understanding of the property. If so, you need to send us the final report at this point.

We would normally expect to see the final report in draft and approve it before you tender for the repair work, if applicable.

I Summary of the amount spent

You should attach a statement setting out the amounts you have spent on the project development work. This should state the nature of the work or service, who you paid and the amount you paid. You should also indicate relevant costs you have yet to pay but which you expect to pay for the project development work.

4.13 Payment of your grant

We will normally pay your project development grant as a series of payments, each attached to a specific milestone in your project, or as a single lump sum after you have completed the project development work. Your offer letter sets out a payment plan based on your cashflow need. This states the number, timing and size of the payments. You can find information on our payment plans in [part 6](#).

You must make payment requests in line with the timetable identified in the payment plan. If you do not comply with this timetable, we may be unable to pay the grant.

To make a request for any payment, you will need to complete the appropriate payment request form. We will send you these forms with our grant offer. There are two forms:

- Interim Payment Request

If your payment plan includes more than one interim payment, you will receive more than one Interim Payment Request form.

- Project Development Submission and Payment Request

This form requires you to certify that you have sent us all the documents that we ask for as part of your Project Development Submission (see [Section 4.12](#)). You will also need to certify the amounts you have spent or still need to pay for the project development work.

You can ask your professional adviser to help you fill in each of the forms and gather together the relevant documents. You will still need to sign each payment request form as you are responsible to us for the content of payment requests. To sign

the form, you must be one of the people who signed the grant contract. You should send the completed form and any supporting information to your contact at our local office.

We will only make a payment of your grant if you have met the conditions of the grant contract. We may ask you to provide more information to help us deal with your payment request, so it is important that you keep full and adequate records throughout your project. We may also need to visit the property before making payment.

If anticipated or final costs are less than the estimates on which the grant offer was based, we will make a proportional reduction in the grant.

When we have approved your payment request, we will write to let you know. We make all payments directly into the bank or building society account identified in your application using the BACS electronic transfer service. We aim to make payment within 21 days of receiving a satisfactory payment request. If we cannot do so, we will contact you to explain why.

4.14 Increases

If the cost of the project development work increases, we are under no obligation to increase your grant offer.

In exceptional circumstances, we may consider increasing your grant offer if you can demonstrate that there are additional costs which are essential to achieving the agreed objectives for your project. We may handle this via a separate grant if we consider it necessary.

4.15 After the project development work is complete

You may need to deposit a copy of the final report of the project development work in a suitable archive where it will be publicly available. If this applies to your project, we will have told you in the Historic England Report.

Some grant conditions continue to operate after the grant-aided project development work is complete and we have made the final grant payment. Others only come into force at that point.

If your grant offer is for both project development and repair work, we consider the final grant payment to be the final grant payment in the payment plan for the repair work (see [Section 5.11](#)).

These conditions include the following:

Retaining documents

You need to keep all documents relating to your project for the period set out in the standard conditions in case there is a query or dispute. We may also wish to carry out an evaluation of our grant processes on a sample of cases, which may mean asking you to supply more detailed information than was needed for your payment request(s) and Project Development Submission.

4.16 What comes next?

Once you have completed the project development work, what comes next depends on the type of grant offer we made and the circumstances. We are happy to discuss this with you during your project development work. This may help avoid any unnecessary delay after this point.

Where we made an in-principle offer for repair work

If we made you an in-principle offer towards repair work at the same time as your offer for project development work, you will need to complete the Application to Confirm Repair Grant Offer form. You can do this at the same time as you send us your Project Development Submission and Payment Request form. You will need to select one of the three options set out on the form. You can ask us to:

- confirm your in-principle offer at the same level, **or**
- confirm your in-principle offer at a reduced level because the costs in your preferred tender are lower than the estimated costs on which our original offer was based, **or**
- consider an enhancement to your in-principle offer because the original offer is insufficient to enable you to complete your project

If you choose one of the first two options, you will be asked to confirm that you have the necessary partnership funding in place to complete your project.

If you choose the last option, you will need to state how much extra grant you need for the repair work and send us a statement of the reasons why you need an enhanced repair grant, supported by details of other contributions secured so far. If you submitted copies of your organisation's accounts as part of your original application, you will now need to send us a copy of the most recent accounts. We will normally only consider offering an enhanced repair grant if the costs in your preferred tender are higher than the estimated costs on which our original offer was based or if you have been unable to

obtain as much in the way of other contributions as you expected despite your best efforts. You will need to tell us about your efforts to secure other funding, whether successful or not.

Where we made a firm offer for repair work

If we made you a firm offer towards repair work at the same time as your offer for project development work, you can continue with your project as soon as we have approved your Project Development Submission in writing.

You must not start the repair work until we have done this.

Where we made an offer for project development work only

If we made you a standalone offer for project development work, you can make a new application to us under this scheme for a grant for further project development work and/or repair work. We strongly recommend that you discuss this with us before starting to prepare an application.

If when we assessed your last application we indicated that the repair work was unlikely to show financial need for grant or that it was not a high priority for our grant, you should approach other grant-giving bodies to help you with the cost or look into self-funding the repair work. Even if you apply to us for a grant for repair work, we will expect you to have explored other sources of funding too.

You can find information on other sources of funding and where to search for them on our website: www.HistoricEngland.org.uk/services-skills/grants/other-grants/

5 Grants for repair or other main work

5.1 Introduction

We offer grants for different types of repair or other main work, which are explained in detail in *Guidance for Applicants*. The work in your project which is eligible for grant is set out in the Historic England Report.

5.2 Before you start work

Where we are helping to fund repair work, you must not start work until:

- we have confirmed the grant offer for repair work in writing (where we previously made you an in-principle repair grant offer alongside your project development grant offer) **or**
- we have approved your Project Development Submission in writing (where we previously made you a firm repair grant offer alongside your project development grant offer) **or**
- we have offered a grant for repair work and you have accepted it by signing at the end of both copies of the standard conditions, returning one copy to us and keeping the other for your records as explained in more detail [Section 2.2](#) (where you made an application to us for a grant for repair work only)

5.3 Timetable

Repair work involves a number of different activities, which should follow a logical order. The normal sequence is:

- 1 Signing of a contract with your chosen contractor(s).
- 2 Implementation of the repair work in line with the agreed sequence of milestones, with submission of payment requests and associated information on reaching each milestone. You should notify us at least three weeks in advance of the removal of any temporary means of access, such as scaffolding, so that we can make a close inspection of the repairs.
- 3 Repair Grant Completion Report.

5.4 Keeping us informed

During the course of any project a number of things can happen that could affect the running of the project and the payment of grant. You must let us know about any significant changes. In particular, you must:

- seek our permission for any changes to the forecast dates for reaching any milestones set out in your payment plan or for completing your repair work, and send us a revised programme as soon as possible
- tell us if any professional adviser or contractor stops working on your project before work is complete and send us an updated procurement strategy for our approval before you replace them
- tell us if the timetable for removal of any temporary means of access changes
- tell us if there is any change in the ownership of your property or, if you are an organisation or company, in the status of the signatories to the grant contract
- tell us if there is a change to your bank or building society account details and send us an original banking document to confirm the change
- tell us if there is any other change of circumstances which may have a bearing on the project

5.5 Copyright and intellectual property rights

The person who produces intellectual property, such as designs and drawings for repairs, owns the copyright in the material they have produced. This means that they have control over its use by others. You will need to obtain an assignment or an extensive licence to permit you and us to use it and, if necessary, sub-license the intellectual property rights freely.

This should cover any material produced with the help of the grant, including:

- any research or investigation and the reports of the findings
- the design and drawings for the repairs
- the specification and any other tender documents
- any models or photographs

This will ensure that if you change your professional adviser, any work already carried out can be passed on to a new adviser, avoiding duplication and unnecessary costs.

5.6 Insurance

In most standard forms of building, landscaping or similar contract, you as the employer will be required to insure the works being undertaken by the contractor against fire, flood, storm, theft etc.

The insurance policy will normally be in the joint names of you and your contractor. Our grant contract requires you to take out this insurance, which is normally an extension of your existing property insurance.

5.7 Publicity

We operate transparently and regularly publish details of grants we have given. We therefore reserve the right to publish information about your project and our grant, including the name of the grant recipient. We will not publish your personal details.

We will provide you with a Historic England self-adhesive sign indicating that the work is supported by us. You must display it in a prominent location at your property while the repair work is in progress. In most cases, this could be on the hoarding displaying the contractor's and your main professional adviser's signs.

5.8 Photographs

You must send us photographs of your project with interim and final grant payment requests (see [Section 5.9](#)). Photographs should be of good enough quality and size to show the relevant part (or all) of the work completed. They should be labelled clearly or cross-referenced to a list.

We may publish these photographs in hard copy or on our website. We will not use them for commercial gain.

5.9 Payment of your grant

We will normally pay your grant as a series of payments, each attached to a specific milestone in your project, or as a single lump sum after you have completed the repair work. The number, timing and size of the payments will be set out in the payment plan identified in our offer letter. The payment plan is based on your cashflow need and will be appropriate for your project. You can find information on our payment plans in [part 6](#).

If your cashflow need changes during the project, we may change the payment plan.

You must make payment requests in line with the timetable identified in the payment plan. If you do not comply with this timetable, we may be unable to pay the grant.

You will be the employer under your repair or other main work contract and as such you will need to make payments to your contractor. The timing of our grant payments may not match the timescale allowed for payments to your contractor. You should therefore make sure that you are able to cover any payments you may have to make to the contractor before you receive our grant payments.

To make a request for any payment, you will need to complete the appropriate payment request form. We will send you these forms with our grant offer. There are two forms:

- Interim Payment Request

If your payment plan includes more than one interim payment, you will receive more than one Interim Payment Request form.

- Repair Grant Completion Report and Final Payment Request

You can ask your professional adviser to help you fill in each of the forms and gather together the relevant documents. You will still need to sign each payment request form as you are responsible to us for the content of payment requests. To sign the form, you must be one of the people who signed the grant contract. You should send the completed form and any supporting information to your contact at our local office.

Interim Payment Request

You must make each request for interim payment once you have reached the relevant milestone identified in the payment plan.

To support your request you should also send us:

- a copy of the programme of works marked up to show the progress achieved on site to date
- an up-to-date statement of the estimated final cost
- recent photographs that show the progress of the works

One of the main concerns of any project is that it may cost more than has been budgeted for. If this happens on your project, you may be left with insufficient funds to complete all the necessary work. To avoid this situation, you should base decisions about the project on the best information available, including up-to-date financial forecasts prepared by your professional adviser(s). We ask you to provide a statement of the estimated final cost of the project every time you submit an interim payment request. The statement should distinguish between the cost of eligible and ineligible work, if applicable.

The cost of eligible work may include:

- contractor's work
- fees for professional advice
- VAT

The cost of contractor's work should be broken down to show:

- the contract sum
- the adjustment of any prime cost and provisional sums
- the cost of any variations to the original specification which have been formally issued under the contract
- an allowance for any variations that are anticipated but have not yet been formally issued
- any other costs, including settlement of any contractual claims made (or likely to be made) by the contractor

Repair Grant Completion Report and Final Payment Request

The Repair Grant Completion Report and Final Payment Request form requires you to confirm that the project is complete, and to attach the following documents:

- your professional adviser's Certificate of Practical Completion
- a statement itemising the final cost of the work distinguishing between eligible and ineligible work, the final amount of fees and VAT (you should indicate if any VAT is recoverable)
- where applicable, an updated copy of the development appraisal if the property has been sold or let
- the report, record drawings and other documentation of any recording work that has been undertaken as part of the grant

- photographs that show the completed work

Once we have made the final payment, you will not be able to make any further requests for payment. You should therefore make sure that you know all the final costs of the repair work before making your final payment request. This might be based on an estimate where all the bills have not yet come in but there is reasonable certainty of any costs not yet invoiced. We do not expect you to wait until the end of any defects liability period before requesting your final payment.

You must complete and send us this form, with the supporting information, even if you do not think that a further payment is due.

Payment

We will only make a payment of your grant if you have met the conditions of the grant contract. We may ask you to provide more information to help us deal with your payment request, so it is important that you keep full and adequate records throughout your project. We may also need to visit the property before making payment.

If anticipated or final costs are less than the estimates on which the grant offer was based, we will make a proportional reduction in the grant.

If we have included any provisional sum(s) in the Historic England Report, we will only pay against them if this part of the repair work was necessary. If not, we will make a proportional reduction in the grant.

When we have approved your payment request, we will write to let you know. We make all payments directly into the bank or building society account identified in your application using the BACS electronic transfer service. We aim to make payment within 21 days of receiving a satisfactory payment request. If we cannot do so, we will contact you to explain why.

5.10 Increases

If the cost of the repair work increases, we are under no obligation to increase your grant offer. In general, we do not consider increases other than at the point we confirm the in-principle repair grant where we have used this type of offer and there are grounds for enhancing your grant. This is because we expect your project to be based on a thorough understanding of the site and be properly planned. This should minimise uncertainty about the extent and cost of the work required.

In exceptional circumstances, we may consider increasing your grant offer if you can demonstrate that there are additional costs which are essential to achieving the agreed objectives for your project. We may handle this via a separate grant if we consider it necessary.

5.11 After the repair work is complete

Some grant conditions continue to operate after the grant-aided repair work is complete and we have made the final grant payment. Others only come into force at that point.

For grant offers of up to £200,000, these conditions apply for ten years from the date of the final grant payment. For grant offers of over £200,000, these conditions apply for fifteen years from the date of the final grant payment.

If we do not make the final grant payment set out in the payment plan, we will write to tell you the date that these conditions come into force.

These conditions include the following:

Retaining documents

You need to keep all documents relating to your project for the period set out in the standard

conditions in case there is a query or dispute. We may also wish to carry out an evaluation of our grant processes on a sample of cases, which may mean asking you to supply more detailed information than was needed for your payment request(s) and Repair Grant Completion Report.

Maintenance

If you did not already have a costed maintenance plan for your property when you applied to us for a grant, you will have needed to prepare one as a condition of grant. Once your project is complete, you will need to carry out maintenance in accordance with this plan, keep records of the maintenance work carried out and certify to us annually that this has been done while the grant conditions are in force.

We, or a consultant appointed by us, may undertake a programme of monitoring on a sample basis to make sure that maintenance plans are being followed. This may involve a visit to your property. We or our consultant will contact you beforehand to arrange a visit.

Public access

Most grants for repair work are conditional on your providing public access to your property. If this applies to you then, after we have made the final grant payment, you will need to open the property to the public in line with the requirements set out in the standard conditions while the grant conditions are in force. We will write to you annually asking you to confirm that you have done this for the previous year and to provide your opening arrangements for the following year. We will publish your property's opening arrangements on our website and may also publish them elsewhere.

We, or a consultant appointed by us, may undertake a programme of monitoring on a sample basis to ensure that opening arrangements are accurate and are being followed.

Reinstatement

When the repair work has been completed, we strongly recommend that you maintain insurance cover for your property. Although such insurance is not a condition of grant, you will need to make good any damage or loss sustained to your property while the grant conditions are in force. If you do not make good any such damage or loss, we may seek repayment of the grant.

Where reinstatement is on a like-for-like basis, you must notify us of the damage or loss and how you are addressing it. Where you propose to reinstate other than on a like-for-like basis, you must seek our written approval before you undertake the work.

Disposal of the property

Depending on the type of property and project, you may be required to repay the grant if you dispose of the grant-aided property, for example by way of sale, exchange or lease, while the grant conditions are in force.

You must notify us if you plan to dispose of the property.

Change of use of the property

Depending on the type of property and project, you may be required to repay the grant if you change the use of the grant-aided property while the grant conditions are in force.

You must notify us if you plan to change the use of the property.

Future work at the property

We do not expect you to seek our approval for any other work you propose to do at the property. Instead, we will rely on our role in the planning system as a means of providing our advice in the decision-making process. We welcome pre-application discussions with you.

Our Charter for Advisory Services outlines our advisory service for local planning authorities, owners of heritage properties, developers and others: www.HistoricEngland.org.uk/services-skills/our-planning-services/charter/

6 Payment plans

6.1 Standard payment plans

We will set a payment plan for the grant-aided work, whether project development work (see part 4), repair work (see [part 5](#)) or both.

When we make an in-principle offer for repair work at the same time as a firm offer for project development work, we will only set the payment plan for the project development work. We will set the payment plan for the repair work when we confirm the in-principle offer. This will be after we have received your cashflow forecast and programme of works for the repairs as part of the Project Development Submission (see [Section 4.12](#)).

We have four standard payment plans which apply to both grants for project development work and grants for repair work. We can create a special payment plan if none of these meets the needs of your project (see [Section 6.2](#)).

Payment Plan A

You must claim:

The whole of the grant when you can declare that all the work is completed and you can confirm the final cost.

Payment Plan B

You must claim:

50% of the grant when the work has reached the first milestone identified in our offer letter. We will identify a point which broadly corresponds to the time when half the cost of work has been incurred. This will be assessed from your cashflow forecast and programme of works.

40% of the grant when your project has reached the second milestone identified in our offer letter. This will be practical completion as certified by your professional adviser if the grant is for repairs.

The final 10% of the grant when all the work is completed and you can confirm the final cost.

Payment Plan C

You must claim:

25% of the grant when the work has reached the first milestone identified in our offer letter. We will identify a point which broadly corresponds to the time when a quarter of the cost of work has been incurred. This will be assessed from your cashflow forecast and programme of works.

Two further payments of 25% when the work has reached the second and third milestones identified in our offer letter. We will identify points which broadly correspond to the time when half and three-quarters of the cost of work has been incurred. This will be assessed from your cashflow forecast and programme of works.

15% of the grant when your project has reached the fourth milestone identified in our offer letter. This will be practical completion as certified by your professional adviser if the grant is for repairs.

The final 10% of the grant when all the work is completed and you can confirm the final cost.

Payment Plan D

You must claim:

15% of the grant when the work has reached the first milestone identified in our offer letter. We will identify a point which broadly corresponds to the time when one-sixth of the cost of work has been incurred. This will be assessed from your cashflow forecast and programme of works.

Four further payments of 15% when the work has reached the second, third, fourth and fifth milestones identified in our offer letter. We will identify points which broadly correspond to the time when the cost of work has reached successive sixths of the overall cost. This will be assessed from your cashflow forecast and programme of works.

15% of the grant when your project has reached the sixth milestone identified in our offer letter. This will be practical completion as certified by your professional adviser if the grant is for repairs.

The final 10% of the grant when all the work is completed and you can confirm the final cost.

6.2 Special payment plans

In some cases we may use a special payment plan, which can be made up of any number of payments. The final payment will normally be for no less than 10% of the grant.

6.3 Advance payment

Our standard payment plans are based on payments being made according to milestones broadly in line with costs incurred after work has been done. We may consider setting a payment plan which provides a measure of advance payment if you can demonstrate a cashflow need. Our payment plan will be based on this and on our assessment of risk. In all cases, the final payment will only be made once you have completed your project and you can confirm the final cost. The final payment will normally be for no less than 10% of the grant.



Historic England

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- Image one: Newman Brothers' Coffin Furniture Works, Birmingham
- Image two: Grand Hotel, Colmore Row, Birmingham
- Image three: Bolam Coyne, Newcastle-upon-Tyne
- Image four: Kensal Green Cemetery, London
- Image five: Briton's Arms, Norwich
- Image six: Whitesyke and Bentyfield lead mines, Cumbria
- Image seven: Pentney Priory gatehouse, Norfolk
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Publication date: May 2015 © Historic England
Design: Historic England

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