



Ariennir gan  
**Lywodraeth Cymru**  
Funded by  
**Welsh Government**

# SUSTAINABLE DECARBONISATION OF THE ERYRI NATIONAL PARK'S CONSERVATION AREAS (PUBLIC, COMMUNITY AND COMMERCIAL PROPERTIES / BUILDINGS) GRANT SCHEME

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 Grants are now available to assist with the energy efficiency improvement and / or thermal upgrading of **public, community and commercial properties** within the National Park's designated Conservation Areas, such as Churches / Chapels, Community Halls, Libraries, Community Pubs, and Village Shops. This definition may also be extended to include local buildings / properties supporting the local community where the building has been identified within the draft Conservation Area Appraisals as a building of local importance to the Area.<sup>1</sup> **Private residential buildings are not eligible for this grant.** The grants are administered by the Snowdonia National Park Authority (The Authority) and are funded by the Welsh Government's *Sustainable Landscapes, Sustainable Places* fund.
- 1.2 You are advised to appoint a **professionally qualified** person(s) to act as agent on your behalf. The application should be submitted by a Registered Architect or a Conservation Accredited Chartered Surveyor, who is responsible for preparing all tender, contract documents and subsequent contract administration. The Architect / Surveyor will be responsible for the supervision of the works and for authorising payments / part payments in accordance with the requirements of the appropriate standard form of building contract. The cost of appointing an architect or surveyor for preparing plans and schedules of work etc is eligible for grant.
- 1.3 You may request an initial 'in principle' decision, to establish the amount of grant aid you would be likely to be awarded. This will be subject to final details being acceptable and the approval of the Authority and The Welsh Government, if necessary.

### 2. ELIGIBILITY FOR GRANT

- 2.1 Only **PUBLIC, COMMUNITY AND COMMERCIAL PROPERTIES / BUILDINGS** within / immediately adjacent to the boundary of the designated Conservation Areas and the draft Appraisals are eligible for grant assistance. Private residential buildings are not eligible for this grant. (Reference Para 1.1)
- 2.2 Grant aid will be available for the external improvement to buildings within the said area. There are three categories where funding is available:
  - i. External / Envelope Repairs to improve the building's energy efficiency. This may include repairs to the exterior walls, foundations, roof, windows and doors.
  - ii. External and Internal maintenance work to improve thermal performance.
  - iii. Modifications and/or more efficient systems or energy production from sustainable sources (such as solar panels or heat pumps) where appropriate.

A list of eligible and non-eligible works is included in Appendix 1 at the end of this document.

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<sup>1</sup> Available on the Authority's website: <https://planning.snowdonia.gov.wales/policy/public-consultation-conservation-areas/> See Section 6.0 'Historic Assets' in each individual Conservation Area Appraisal and Management Plan

- 2.3 Eligible works to the exterior and curtilage of buildings visible from a public space must make a significant contribution to the preservation or enhancement of historical / traditional buildings and their correct repair and restoration in accordance with good conservation practice. The applicant must ensure, using appropriate professional advice as necessary, that the proposed works are technically suitable and have structural integrity.
- 2.4 Where relevant, it is expected that grant aided works / schemes should lead to a visual improvement of the external appearance of the building, and where appropriate, should make every attempt to restore lost features to their true historic detailing. It should be noted that within Conservation Areas, the Authority has a duty to conserve and enhance their special character.
- 2.5 Grant assistance will not normally be given for elements of work that has received or is expected to receive other financial assistance from the Authority.
- 2.6 Grants will not be available for materials only. In order to achieve the right standard of work, it is essential that competent contractors capable of carrying out work to a high standard are used. The Authority will approve Contractors prior to grants being offered. It is important to note that the building contract is between the applicant and the contractor **not** the Authority. Once on site the approved contractor should not be replaced by another, without the prior written consent of the Authority.
- 2.7 Works completed or commenced before an offer of grant has been formally accepted will not be considered under this project.
- 2.8 For leasehold properties grants will be available to owners or persons holding a lease with 10 years or more remaining at date of application.
- 2.9 Applicants are reminded that it is an offence to demolish, alter or extend a listed building or to undertake any works which affects its character, unless consent to do so has been obtained. Any object or structure fixed to the building or forming part of its curtilage shall be treated as part of the listed building. Conservation Area Consent is required for the demolition of a unlisted building / structure within a conservation area, as well as for advertisement development.

### **3. TENDERING PROCEDURE**

- 3.1 All tendering **must** be competitive, whatever the value of the work.  
It is a condition of the grant that a minimum of three competitive tenders must be obtained for the eligible works, from independent contractors, who are not related to each other in any form or manner. The applicant is responsible for the selection of contractors invited to tender and must be satisfied that they have the acceptable and proven level of competence and Building Conservation skills to undertake the works. If in the opinion of the Authority that the tenders submitted with the application are not acceptable, it can request further competitive tenders until satisfied. Any application with unacceptable tenders will not be eligible for a grant.
- 3.2 If an error in computation is discovered, then the contractor may
- (i) stand by his tender
  - (ii) adjust the arithmetical error, or
  - (iii) withdraw his tender
- 3.3 The tenders of any company / team who canvas the members or staff of the SNPA or anyone who acts on behalf of the SNPA, either directly or indirectly in regards to awarding this contract, won't be considered. The tenders of any company who undertake the following will also not be considered:
1. Agreeing not to tender or agreeing on a tender value with another company
  2. Offering or agreeing to pay or to give a sum of money directly or indirectly to anyone to do or not to do anything in regards to this tender. The SNPA reserves the right to reject any offer.

Tenders must be presented with the appropriate response form.

The deadline to submit the 'Expression of Interest' form is **12pm on Monday, 6<sup>th</sup> February, 2023**.

Preferably via email: [acaddasc21@eryri.llyw.cymru](mailto:acaddasc21@eryri.llyw.cymru) / [cafit4c21@eryri.llyw.cymru](mailto:cafit4c21@eryri.llyw.cymru)

or, in an anonymous, sealed envelope, addressed to:

The Historic Environment Planning Officer  
Snowdonia National Park Authority,  
National Park Offices,  
Penrhyndeudraeth,  
Gwynedd,  
LL48 6LF

bearing the title: Confidential: Tender / Conservation Areas Project Grant Scheme

**Every submission must reach the SNPA Headquarters by the deadline.**

The successful 'Expression of Interest' proposal will then be invited by the Authority to submit a formal proposal, submitting the full application and required documents. Every tender must reach the SNPA Headquarters by **12pm on Friday 3<sup>rd</sup> March, 2023**.

#### **4. GRANTS**

4.1 Grants will be approved on the basis of an improvement scheme, which shall first have been agreed with the Authority.

4.2 The amount of grant available is as follows:

The current project fund is £35,000 for 2022-2023. If the proposed scheme is successful, further / additional funding may be available to support eligible works for the 2023-2024 and 2024-2025 financial year. Grants under this current project fund are available for improving energy efficiency and / or thermal upgrading of public, community and commercial properties / buildings within / immediately adjacent to the National Park's designated Conservation Areas and / or referred to within the draft Appraisals. Grants could be awarded at a 50% intervention rate for eligible works. The Authority may reserve the right to increase the intervention rate for eligible works, where appropriate.

4.3 Where applicants are VAT registered traders, VAT cannot be taken into account for the calculation of grant payments.

4.4 Grants are not given automatically and remain at the discretion of the Authority, which also reserves the right to decide which buildings and what work is eligible for grant aid. For instance, during the assessment process priority will be given to schemes that help to bring a vacant property into use; that create a significant environmental improvement to the area; and / or which may create new and safeguard jobs.

#### **5. APPLICATION FOR GRANT FUNDING**

5.1 The Authority will offer a grant based on the assessment of the quality of the work proposed, including the submission of documents, as well as price/cost. The completed Application form should be accompanied by the following:

5.1.1 Annotated drawings showing the existing building, and the proposed works and / or a detailed specification of works prepared by an **architect** or other **professionally qualified** person acceptable to the Authority.

Full drawings and further details may be requested should the necessity for them become apparent.

- 5.1.2 A minimum of three itemised and priced tenders will be required to be from contractors of recognised standing and shall be based on the drawings and / or specifications. These tenders shall be broken down into parts to show in detail the costs of the individual elements of work and should specify the materials proposed. Depending upon the scope and nature of the proposed works, additional quotations may be required at the absolute discretion of the Authority.

The Authority may exercise its discretion to refuse to award a grant if it considers that tenders are not competitive.

- 5.1.3 Contractors Reference Form (CR1, and CR2 where appropriate), to be signed by the Contractors.

- 5.1.4 A Certificate of Title, to be signed by a solicitor or Bank / Building Society.

- 5.1.5 An assessment of the current energy performance is required as part of submission.

- 5.1.6 It would also be considered valuable to submit an evaluation of the effectiveness and risks of the proposed works, demonstrating the understanding of the significance of the historic features in assessing the evidential, historical, aesthetic and community value as set out in Cadw's Guidance on *Heritage Impact Assessments in Wales*  
<https://cadw.gov.wales/sites/default/files/2019-05/20170531Heritage%20Impact%20Assessment%20in%20Wales%2026917%20EN.pdf>

- 5.2 Applications must obtain all necessary consents e.g. Planning Approval and Listed Building Consent, It will be the applicant(s) responsibility to obtain any such consents prior to commencement on site.

Other consents such as Building Regulation Approval, Landlord's and Mortgagee's Consent, must also be obtained prior to commencement on site.

- 5.3 The Authority reserves the right to request additional information at its discretion. The applicant must make available any financial records that the Authority may reasonably require in respect of the works.

- 5.4 For the purpose of financial probity, other departments of the Authority will be contacted to identify if the applicant is in any way indebted to the Authority or Gwynedd Council. No offer of grant will be made whilst the applicant is so indebted. Furthermore, the Authority reserves the right to liaise with other organisations as necessary to identify the financial standing of the applicant. Should any indebtedness be identified, the appointed agent will be informed of any financial reasons for the grant application not to be approved.

## 6. GRANT OFFER AND ACCEPTANCE

- 6.1 Grants are not given automatically. The Authority reserves the right to establish priorities within the total budget available and to impose such terms and conditions as it considers appropriate.

- 6.2 If a detailed application is approved, the applicant will be sent a **Grant Offer letter** along with this **Grant terms and conditions document**. Works must begin within two months of the date of the offer unless otherwise agreed by the Authority and commencement of works notice signed by the applicant for the Snowdonia National Park's notification, **together** with a signed copy of all JCT contract agreement articles with confirmation of both commencement and completion dates.

- 6.3 If a grant is offered it must be formally accepted in writing before any work commences by the applicant signing the grant acceptance form and this grant terms and conditions document and returning the original copy of it to the Authority within 14 days of the date of the grant offer letter.

If this condition is not observed, then it may be deemed that the applicant has refused the offer of grant. The grant acceptance form must be signed by the applicant and not by the appointed agent acting on their behalf.

- 6.4 Only in exceptional circumstances and where the **Authority** has been kept fully informed, will any additional expenditure incurred in carrying out the works be considered, following acceptance of the grant offer and only on the basis of an Architect's Instruction or Variation Order issued in accordance with the requirements of the standard form of building contract.
- 6.5 It is a condition of grant that the eligible works are carried out within the specific stated duration given in the Grant Offer Letter. This period may however be extended by the SNPA if it thinks fit, particularly where it is satisfied the eligible works cannot be, or could not have been carried out without carrying out other works which could not have been reasonably foreseen when the application was made.

## **7. IMPLEMENTATION OF APPROVED WORKS**

- 7.1 The applicant will sign and complete these terms and conditions, all contracts and letters of appointment before work commences on site. Each contract will:
- a) provide reasonable terms and conditions to cover the work, which will include time scales, terms of payment, etc.
  - b) be executed as a deed where the sum of works involved is greater than £25,000 (unless otherwise agreed with this Authority).
  - c) separate the costs of eligible works from any ineligible costs.

While the work is in progress, the applicant must maintain adequate insurance cover on that property, the work being carried out and any unfixed materials and goods delivered to it, against any loss or damage arising as a consequence of the work on site. Insurance should be held in the joint names of the owner, of the applicant and the contractor. The proceeds of any claim under the insurance must be applied towards the cost of the reinstatement of the work and the relevant property, the rectification of any loss or damage and the replacement of any goods or materials damaged, as necessary. In the event of theft, loss or damage, the property must be made good. The Authority will be provided with a copy of the Insurance Policy prior to any work commencing on site.

- 7.2 The work must commence on site within two months of the written acceptance of the grant (unless otherwise agreed by this Authority), and must be completed by the time stated in the grant offer letter.

The works must be carried out strictly in accordance with the details contained in the approved specification and / or drawings, the terms and conditions contained in this document, any conditions imposed by statute and with any further terms and conditions specified in the grant offer letter. This also refers to any planning, listed building and conservation area consent.

- 7.3 The Authority will not be responsible for the control of the works, including without limitation the design of the works, investigations into and pertaining to the works, the execution of the works and the supervision of the works. The applicant expressly acknowledges that the applicant shall be solely responsible for all matters relating to the works (including without limitation the design of the works, the carrying out of the works and compliance with Construction Design and Management regulations (CDM) 2015). The applicant shall also be responsible for ensuring there are no physical injuries or deaths, dangers to health or safety or any financial losses arising out of or in connection with the works. The fact that any particular matter requires the consent or approval of the Authority under the terms and conditions set out in this document or the grant offer letter does not create or imply any duty of care on the part of the Authority to the applicant or any other person.
- 7.4 Whilst the Authority is prepared to offer general advice, the applicant should ensure that they are satisfied with the contractor's work. The applicant's recourse for defects is to the contractor, not to the Authority.

The applicant should take account of any representations that this Authority may make with regard to carrying out the works to the property.

- 7.5 Any person employed by the applicant in connection with grant works (e.g. agent, contractor, builder etc.) must be made aware of these terms and conditions and any conditions imposed in the grant offer letter.
- 7.6 If during the course of the work it is found impractical or undesirable to carry out the work strictly in accordance with what was approved, then any changes may only be made after specific written approval has been received from the Authority. This also refers to any planning, listed building and conservation area consent required and / or relate to.
- 7.7 Officers of the Authority shall have the right to inspect the premises and work before, during and after completion of the works, take photographs or make a video record of progress. Copyright of any photographs or videos will remain with the Authority.  
The applicant will take the necessary steps to monitor the progress of work on site, and provide to the Authority any information required to ensure the work has been carried out in accordance with the specification and / or drawings.
- 7.8 The Authority shall be notified of the start of any work, or of any delay in its progress or completion. Works must be carried out as soon as possible and by the deadline set out in the grant offer letter. Unreasonable delay may result in the grant being withdrawn.
- 7.9 The applicant or his / her agent will record the number of operatives undertaking conservation related work on the building concerned. This should include employees of the Main and sub-Contractors, Conservation experts and archaeologists etc.
- 7.10 The applicant agrees to the Authority undertaking an archaeological survey of the building concerned during the restoration works if the Authority deem there is sufficient justification for one.
- 7.11 The applicant agrees that an open day for the general public can be conducted at the building during or after completion of the restoration works (date and time to be agreed by both parties).

## **8. PAYMENT OF GRANT**

- 8.1 Payment of grant will be made to the applicant, when his / her agent has submitted receipted invoices, or on the production of a certificate, certified by a professional person.  
Interim payments can be made, with a 10% retention held until the agreed final account is received. These will only be made on receipt of a certified payment request.
- 8.2 Payment of the grant will be subject to the applicant having complied with the terms and conditions of this Project and having completed the work to the satisfaction of the Authority. The Authority's Officers shall have the power to suspend grant payment for any unsatisfactory work, materials etc and considered not in accordance with the approved drawings / specification until such work has been completed to their satisfaction.

If the applicant completes the work without spending the full amount of their grant, such part of the grant must be repaid to the Authority.

## **9. INSURANCE**

- 9.1 The Authority needs to protect the investment of public money that the Welsh Government and the Authority are contributing towards the improvement works on your building. To achieve this, we will ask you, with your contractors, to take out insurance for any property, works, materials and goods that are included in the scheme of works. All of these must be covered for their full reinstatement value against theft, loss or damage.
- 9.2 If the building is affected by fire, lightning, storm or flood damage to the extent that you can no

longer achieve the works specified under the terms of your grant, the Authority may have to consider withdrawing the grant and claiming back any grant money that has already been paid out.

- 9.3 The insurance should usually be held by the building owner, or jointly by the owner and the principle contractor. However, in instances where the building is currently empty and is under the sole control of the lead contractor for the duration of the works it may be acceptable for the insurance to be held solely by the contractor. This should be discussed and agreed in writing with the Authority as part of the grant application process. You must provide us with a copy of your insurance certificate before work begins on site.
- 9.4 The Grantee shall for a period of 5 years from the date of completion insure the property up to its full reinstatement or replacement value against all insurable risks with a reputable insurance company, and shall restore the grant aided property to the satisfaction of the Authority using such insurance monies if required.

## **10. REPAIR AND CONDITION**

- 10.1 The applicant is required for a period of 5 years from the date of completion to keep the property and the works which are grant aided in a good and substantial state of repair and condition.
- 10.2 The applicant and agent, in conjunction with the Authority will produce a Maintenance Plan that is proportionate to the works which is specific to the property concerned. A copy of a completed Maintenance Plan will be submitted to the Authority.
- 10.3 In addition, the Authority will arrange Building Maintenance training days for property owners. All recipients of grants are encouraged to attend one or more of these training days.
- 10.4 Following completion of the work the property will not subsequently be altered in any way, without the approval of the Authority. This also refers to the relevant planning, listed building and conservation area consents required.

## **11 REPAYMENT OF GRANT**

- 11.1 If you decide to sell or otherwise transfer the ownership of your entire interest in the Property (a "sale") within 5 years from the Practical Completion date, you must notify the Authority immediately, and on completion or as soon as possible after the sale of the property pay the Authority all or a proportion of the grant received.

The sum repayable is calculated as follows:

<b>Year of contract</b>	<b>Amount of grant to be reclaimed</b>
0-1	Up to 100%
1-2	Up to 80%
2-3	Up to 60%
3-4	Up to 40%
4-5	Up to 20%

- 11.2 Unless the Authority agrees otherwise, if you dispose of an interest in the property other than by way of sale (for example sale of part, lease or license) (a "disposal") you must on Completion of the disposal pay to the Authority an amount which bears the same proportion to the sum calculated in accordance with 11.1.
- 11.3 This Clause 11 is enforceable by the Authority notwithstanding any

agreement by the Authority to a sale or disposal at an undervalue (for example a disposal to a charity).

11.4 The grant will be repaid in full on demand if any of the following events occur:

- i. The applicant is found to have made any misrepresentation in connection with the application.
- ii. The applicant has breached any provisions of the conditions above.
- iii. The property is not reinstated within 12 months of any occurrence giving rise to loss of or damage to the property.

If the grant is repaid, the conditions will no longer apply.

## 12 ASSIGNMENT

12.1 Any offer of grant is personal to the applicant and the applicant shall not be entitled to assign in whole or in part any of its rights hereunder without the prior written consent of the Authority.

## 13 PUBLICITY

13.1 The Authority shall be entitled to make public, in such manner as it thinks fit, the details of the grant for promotional purposes.

13.2 The Authority shall be entitled to require the Grantee to erect, retain and maintain a sign / banner at the site of the project declaring their assistance with the project for the duration of the works. The sign / banner will be provided by the Authority at its own cost, in a location for display agreed by both parties on commencement of the works.

## 14 NON-WAIVER

14.1 No failure by the Authority to exercise or any delay by the Authority in exercising any right, power or privilege shall operate as a waiver of its rights.

## 15 DECLARATION

15.1 I agree that these Terms and Conditions apply to my application for any Conservation Area Grants Scheme grant contribution made following my application attached hereto.

<b>Property Address:</b>	
<b>Signed by:</b>	(Applicant)
<b>Date</b>	





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**SUSTAINABLE DECARBONISATION OF THE NATIONAL PARK'S  
CONSERVATION AREAS (PUBLIC, COMMUNITY AND COMMERCIAL  
PROPERTIES / BUILDINGS) GRANT SCHEME  
- APPENDIX 1**

**Works Eligible / Not Eligible for Grant Aid**  
**(This list is not exhaustive)**

**ELIGIBLE**

**NOT ELIGIBLE**

**Fees:**

\* Professional Architects,  
Structural Engineer  
or Surveyor's fees

\* Legal Fees

**External  
Works**

\* Roof and chimney repairs  
\* Renewal of fascia and  
bargeboards  
\* Re-pointing, rendering, stone  
cleaning, etc.  
\* Provision / renewal of  
Cast iron rainwater goods  
\* Repairs to / replacement of  
windows and doors

\* Illuminated signs  
\* Window shutters

\* Painting and decorating following other  
repair work  
\* Hire of scaffolding  
\* Porches

**Environmental  
Works**

\* Drainage works  
\* Walls  
\* Landscaping

Advice on Energy Efficiency Measures in Conservation Areas – A Planning and Practical Guide can be found on the Authority's website via the link below:

[https://snowdonia.gov.wales/wp-content/uploads/2022/09/16-Advice-on-Improving-Energy-Efficiency.pdf?\\_gl=1\\*z4e2cb\\*\\_ga\\*NDI3MzQxMTI2LjE2NzEwMDM1Nzk.\\*\\_ga\\_2SRYFPWD50\\*MTY3MjkxMzQ5NC45LjEuMTY3MjkxNDc5OS4wLjAuMA](https://snowdonia.gov.wales/wp-content/uploads/2022/09/16-Advice-on-Improving-Energy-Efficiency.pdf?_gl=1*z4e2cb*_ga*NDI3MzQxMTI2LjE2NzEwMDM1Nzk.*_ga_2SRYFPWD50*MTY3MjkxMzQ5NC45LjEuMTY3MjkxNDc5OS4wLjAuMA)

As stated within the guidance, as well as guidance by the Sustainable Traditional Building Alliance (STBA)<sup>2</sup>, applicants should show that they have an understanding of the building and take a whole building approach in proposing works.

<sup>2</sup> <https://stbauk.org/whole-house-approach/#>