



**SCHEDULE  
PART 3A**

**DRAFT GRANTEE CONTRACT**

**[TO BE TYPED ON LOCAL AUTHORITY'S HEADED  
NOTEPAPER]**

«Recipient»  
«Recipient Address1»  
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Dear «Salutation»

**CONSERVATION AREA REGENERATION SCHEME**

On behalf of the **Local Authority**, we hereby offer to make to the **Grantee** a grant but that subject to the following terms and conditions:-

**1 Definitions and Interpretations**

A list of defined terms and rules of interpretation for this **Offer** is contained in Clauses 34 and 35. Where defined terms have been used throughout this **Offer**, they have been highlighted in bold.

**2 The Grant**

- 2.1 The **Grant** must be used solely for the purpose of carrying out the **Scheme Works** [and in the provision of the **Property** for the **End Use**];
- 2.2 The **Scheme Works** are to be funded in accordance with the **Scheme Funding**. If there is a variation to the **Scheme Funding**, the **Grantee** will notify the **Local Authority** of the nature and extent of the variation within 7 days of receiving confirmation of the variation from the relevant party and the **Local Authority** will be entitled to reduce the amount of the **Grant**, as it considers appropriate, up to a maximum of the amount of the variation (the "**Revised Grant**").
- 2.3 If there is a change to the **Scheme Funding**, and the amount of **Grant** already released in accordance with Clause 8 exceeds the amount of the **Revised Grant**, the **Grantee** will repay to the **Local Authority**, within 21 days of demand, any amount released to the **Grantee** in excess of the **Revised Grant**.
- 2.4 If there is a material change to the **Scheme Funding** the **Local Authority** will be entitled to terminate the **Grant Contract** at its discretion.



### 3 Preconditions

3.1 This **Offer**, or, as the case may be, the **Grant Contract** is suspensively conditional upon the **Grantee** exhibiting to the **Local Authority** in terms satisfactory to the Local Authority:

- 3.1.1 copies of all building warrants, roads authority, planning and listed building consents and all other consents and approvals required by the **Local Authority**, including the consent of any person with an interest in the **Property**, in connection with the **Scheme Works**;
- 3.1.2 a **Costed Profile** of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow in terms satisfactory to the **Local Authority** acting reasonably; and
- 3.1.3 evidence satisfactory to the **Local Authority** acting reasonably that the **Grantee** has sufficient finance set aside and available (taking into account the **Grant**) to enable the **Grantee** to complete the **Scheme Works**;

**[ENTER ANY OTHER PRE-CONDITIONS REQUIRED BY THE LOCAL AUTHORITY FOR RELEASE OF GRANT FUNDS]**

- 3.2 The obligations on the **Local Authority** under the **Grant Contract** (including, for the avoidance of doubt, the obligation to pay the **Grant**) shall not come into effect until the **Local Authority** has notified the **Grantee** that the **Local Authority** has received all of the above Documents.
- 3.3 If the preconditions contained in Clause 3.1 are not purified within one month of the date of this **Offer** the **Local Authority** will be entitled to withdraw this **Offer** or, as the case may be, terminate the **Grant Contract**, by notice to this effect.
- 3.4 The **Grantee** will not commence the **Scheme Works** until the **Local Authority** gives its permission in writing, failing which the **Local Authority** shall be entitled to terminate the **Grant Contract**.

### 4 Scheme Works

4.1 In carrying out the **Scheme Works**, the **Grantee** must:

- 4.1.1 appoint the **Professional Advisor** and retain his services until the **Scheme Works** have been completed in accordance with Clause 6;
- 4.1.2 procure that the **Scheme Works** are completed (i) in a good and workmanlike manner; (ii) using only good quality materials having regard to the historic fabric of the **Property**; (iii) in accordance with all **Legal Requirements**; (iv) using best industry practice having regard to the historic nature of the **Property**; (v) in accordance with the **Scheme Guidance**; and (v) to a standard acceptable to the **Local Authority**;
- 4.1.3 procure that adequate works insurance cover is arranged to protect the historic fabric of the **Property** during the progress of the **Scheme Works** and deliver a copy of the policy to the **Local Authority** with, if requested by the **Local Authority**, its interest noted on the policy;
- 4.1.4 act as the client for the purposes of the Construction (Design and Management) Regulations 2015;
- 4.1.5 submit photographs of the **Property** and the **Scheme Works** at any time during the **Scheme Works** as are reasonably requested by the **Local Authority**; and



- 4.1.6 use its reasonable endeavours to complete the **Scheme Works** by the **Target Date** and notify the **Local Authority** in writing of any anticipated change to the **Target Date** as soon as reasonably practicable after becoming aware of it.
- 4.2 No approval of any plans, specifications, drawings or other documents (including the **Scheme Specification**) will impose or be deemed to impose any liability whatsoever on the **Local Authority** or **HES** as to their accuracy or otherwise and this **Grant Contract** is made purely in their capacity as grant funder under the Conservation Area Regeneration Scheme.
- 5 **Timescale for Scheme Works**
- 5.1 The **Grantee** must use all reasonable endeavours to complete the **Scheme Works** by the **Target Date** and must notify the **Local Authority** of any anticipated change to the **Target Date** as soon as reasonably practicable.
- 5.2 If the **Completion Date** has not occurred on or before the **Final Account Deadline** the **Grantee** must repay to the **Local Authority** the **Grant** or such proportion of the **Grant** as the **Local Authority** thinks fit in its absolute discretion, within 21 days of demand.
- 5.3 If a **Delay Event** occurs, the **Grantee** must give written notice to the **Local Authority** and the **Grantee** will be allowed an extension to the **Final Account Deadline** as the **Local Authority** deems reasonable in the circumstances.
- 6 **Completion of the Scheme Works**
- 6.1 When the **Professional Advisor** believes that the **Scheme Works** are complete, the **Grantee** will inform the **Local Authority** in writing. The **Local Authority**, its representatives and, where necessary **HES** and its representatives, will be entitled to inspect the **Property** and if they do not agree that the **Scheme Works** have been practically completed, they will consult with the **Professional Advisor** to draw up a list of outstanding works required to be carried out by the **Grantee** before the **Local Authority** will consider the **Scheme Works** to be practically complete. Once the outstanding works have been carried out, the **Local Authority**, its representatives and, where necessary **HES** and its representatives, will be entitled to re-inspect the **Property** and the provisions of this Clause 6.1 will be repeated as often as is necessary changing only such provisions as have to be changed, until the **Local Authority** agrees that the **Scheme Works** are practically complete.
- 6.2 In the event of a dispute between the **Grantee** and the **Local Authority** as to whether or not the **Scheme Works** have been practically completed, either the **Grantee** or the **Local Authority** will be entitled forthwith to refer the dispute to an independent architect agreed between them, or in the absence of agreement, to be appointed by the President of the Royal Incorporation of Architects in Scotland on the application of either the **Grantee** or the **Local Authority**. The architect will act as an expert and not an arbiter, and the architect's decision is to include a determination on expenses (failing which the fees will be borne equally by the **Grantee** or the **Local Authority**) and shall be final and binding on the parties for the purposes of this clause 6.2 only.
- 6.3 The **Grantee** will, at the **Grantee's** own cost, supply to the **Local Authority** colour photographs of the **Property** as at the **Completion Date** in a digital jpeg format, or such other format as may be reasonably specified by the **Local Authority** from time to time. The photographic material must be of publication quality and include all elevations of the **Property**.
- 6.4 The **Grantee** must ensure that the **Completion Date** has occurred on or before the **Final Account Deadline**.



## 7 Inspection

- 7.1 During the progress of the **Scheme Works**, the **Grantee** will permit the **Local Authority**, its representatives and, where necessary, **HES** and its representatives, to have access to the **Property** at all reasonable times for the purpose of inspection of the state and progress of the **Scheme Works** to ascertain compliance with the terms of this **Grant Contract**, provided that those exercising the right (i) comply with all such safety precautions as may be in force from time to time at the **Property**; and (ii) do not issue any directions to any contractor or their representatives in respect of the **Scheme Works**, written or otherwise.
- 7.2 The **Grantee** will immediately provide any information required by the **Local Authority** to allow it to assess whether there has been a breach of the **Grant Contract** and if the **Local Authority** decides that there has been a breach, it will be entitled, but not bound, to give notice of the breach to the **Grantee** who will be obliged to remedy the breach. If the **Grantee** fails to comply with such a notice the **Grantee** will be deemed to have materially breached the terms of the **Grant Contract** and the **Local Authority** will be entitled to terminate the **Grant Contract**, but that without prejudice to any other right the **Local Authority** may have against the **Grantee**.
- 7.3 Inspection of the **Property** by the **Local Authority** or **HES** is purely for their own purposes and shall not be deemed to be any approval of the **Scheme Works** and cannot be relied on by the **Grantee** for any other purpose.

## 8 Procedure for Release of the Grant

- 8.1 Payment of the **Grant** and any instalment of it, is suspensively conditional on
- 8.1.1 the **Grantee** complying with the terms of the **Grant Contract** including their obligations under Clause 11;

[ENTER ANY OTHER SUSPENSIVE CONDITIONS FOR RELEASE OF THE GRANT]

- 8.2 Subject to the terms of Clause 8.1, the **Grant** shall be released by the **Local Authority** as follows:-

[ENTER DETAILS OF GRANT PAYMENT ie DATES, TRIGGERS AND PERCENTAGES]

- 8.3 10% of the **Grant** will be released within 15 **Working Days** of the date the **Local Authority** approves the **Final Accounts**, payment of which is suspensively conditional on the **Grantee** submitting to the **Local Authority** the **Final Accounts** by the **Final Account Deadline**;
- 8.4 If the **Actual Grant Eligible Costs** exceed the amount of **Grant** already released by the **Local Authority** to the **Grantee** under Clause 8.2, the **Grantee** will repay the excess to the **Local Authority** within 21 days of demand.
- 8.5 No terms of the **Grant Contract** are intended to confer any benefit on, or to be enforceable by, any third party, except for **HES**. **HES** will be entitled to the benefit of and may enforce those provisions which refer to or which relate to **HES**, and the **Local Authority** and the **Grantee** acknowledge and agree that a *ius quaesitum tertio* is hereby created in favour of **HES**.



## 9 Final Accounts

- 9.1 The **Grantee** must submit the **Final Accounts** to the **Local Authority**, on or before the **Final Account Deadline**, failing which any part of the **Grant** not paid as at that date shall be retained by the **Local Authority** and the **Grant** shall be reduced accordingly.
- 9.2 If a **Delay Event** occurs, the **Grantee** must give written notice to the **Local Authority** and the **Grantee** will be allowed an extension to the **Final Account Deadline** as the **Local Authority** deems reasonable in the circumstances.
- 9.3 The **Local Authority** shall notify the **Grantee** as soon as reasonably practicable after the date on which the **Grantee** submits the **Final Accounts**, if:-
- 9.3.1 the **Final Accounts** are approved;
- 9.3.2 whether any further information is required to be submitted before the **Final Accounts** can be approved, in which case the **Grantee** shall be obliged to submit such information to the **Local Authority**; or
- 9.3.3 whether the **Final Accounts** are not approved.
- 9.4 If, following inspection of the **Scheme Works** and/or the **Final Accounts**, the **Local Authority** determines (i) that the actual costs incurred by the **Grantee** are less than the anticipated costs set out in the **Costed Profile**, or (ii) costs have been accounted for in the **Final Accounts** which are not **Grant Eligible Costs**, the **Local Authority** will be entitled to reduce the amount of the **Grant** as it considers appropriate and, in the event that the amount of the **Grant** already released exceeds the reduced amount, the **Grantee** will repay the excess to the **Local Authority** within 15 **Working Days** of demand.

## 10 Undertakings

### 10.1 End Use

Following the **Completion Date**, the **Grantee** must make the **Property** available for the **End Use** until the end of the **Control Period**.

### 10.2 Repair and Maintenance

The **Grantee** must:-

- 10.2.1 repair and maintain the **Property** so as to keep it in good repair and condition to the reasonable satisfaction of the **Local Authority** and/or **HES** until the end of the **Control Period** who, in determining the standard of repair and maintenance required, will have regard to the historic and architectural importance of the **Property** as part of the Nation's heritage;
- 10.2.2 have the fabric of any building on the **Property** inspected every 5 years by a registered architect who is a member of the Royal Incorporation of Architects in Scotland or by a building surveyor who is registered with the Royal Institution of Chartered Surveyors in Scotland, and submit a copy of their report to the **Local Authority** and/or **HES** until the end of the **Control Period** as soon as possible after their inspection; and
- 10.2.3 submit photographs of the **Property** to the **Local Authority** and/or **HES** until the end of the **Control Period** showing the state of repair and condition of the **Property** as are reasonably requested by the **Local Authority** or by **HES**.



#### 10.3 Not to Alter

Following the **Completion Date**, until the expiry of the **Control Period**, the **Grantee** must not alter, extend or demolish the **Property** or any part of it without the prior written approval of the **Local Authority** and/or **HES**.

#### 10.4 Insurance

10.4.1 The **Grantee** must maintain the **Insurance Policy** throughout the **Control Period** and exhibit to the **Local Authority** and/or **HES** until the expiry of the **Control Period** within 10 **Working Days** of demand a copy of the **Insurance Policy** and the current certificate of insurance in respect of the **Property** with, if requested by **HES** or the **Local Authority**, its interest noted on the **Insurance Policy**.

10.4.2 The **Grantee** must use all money received under the **Insurance Policy** as soon as reasonably practicable in making good the damage giving rise to the claim for which the money was paid as far as practicable with such similar dimensions and characteristics as the **Property** before such damage or destruction.

#### 10.5 Publicity

10.5.1 The **Grantee** must permit **HES**, the **Local Authority** and the Scottish Government to publicise the **Property** in any publication or on the website of **HES**, the **Local Authority** or that of the Scottish Government.

10.5.2 The **Grantee** must (i) publicise on any website of the **Grantee**; and (ii) ensure (as far as is possible and reasonable) that any press release, statement or publicity issued by the **Grantee** and relating to the **Property** or the **Scheme Works**; mentions the **Grant** from the **Local Authority**.

10.5.3 The **Grantee** must not make any announcement or issue any statement, press release or other publicity before the **Local Authority** has made public the award of the **Grant** to the **Grantee**.

#### 10.6 Provision of Information

The **Grantee** must immediately provide any information required by the **Local Authority** and/or **HES** until the expiry of the **Control Period** to allow the **Local Authority** or **HES** (as the case may be) to assess whether there has been a breach of the **Grant Contract**.

#### 10.7 Inspection

The **Grantee** must allow **HES** and/ or the **Local Authority** and its representatives access to the **Property** for the purpose of inspection in order for **HES** and/or the **Local Authority** to check whether the **Grantee** is complying with the terms of the **Grant Contract**.

#### 10.8 Public Access

10.8.1 The **Grantee** must arrange for access to the **Property** from and after the **Completion Date** throughout the remainder of the **Control Period** to [choose as appropriate]:-

- [the interior of the **Property** for a minimum of 25 days each year between the months of May and September, at least 10 of which will be at weekends
- the **Property** by appointment
- the **Property** on doors open day or other similar scheme
- the **Property** by reason of its use for its **End Use**





10.8.2 The **Grantee** shall arrange that the access arrangements detailed in Clause 10.8.1 will be publicised [choose one of the following]:-

- [on any website of the Grantee; in local or national newspapers at least three times a year; through specialist and historic buildings or tourist guides; and by written notification to the local tourist office;
- in local or national newspapers at least once a year; through specialist historic buildings or tourist guides; and by written notification to the local tourist office;
- by posters or leaflets displayed in the locality of the **Property** and by written notification to the local tourist board.

10.8.3 The **Grantee** must not, without the prior written approval of the **Local Authority** and/or **HES** until the expiry of the **Control Period** (i) charge members of the public an admission fee to access the **Property**; (ii) increase any admission fee charged above the annual rate of inflation (being the rate of inflation indicated by the Consumer Price Index published in April of each year by the Office of National Statistics or such other rate nominated by the **Local Authority** or **HES**, both acting reasonably) in any one year; and/or (iii) vary the parts of the **Property** for which an admission fee is charged.

#### 10.9 Disposal

The **Grantee** must notify the **Local Authority** and/or **HES** until the expiry of the **Control Period** immediately if the **Grantee** intends to **Dispose** of the **Property**, or any interest in it, within the **Control Period**.

#### 10.10 Letting

The **Grantee** must not let or agree or allow any sub-letting of the **Property** for a term of 20 years or less, without the prior written consent of the **Local Authority** and/or **HES** until the expiry of the **Control Period**.

#### 10.11 [Fraud etc

The **Grantee** must have appropriate policies in place to reduce the risk of fraud, bribery and corruption within its organisation.]

#### 10.12 [Living Wage

Unless otherwise approved by the **Local Authority**, the **Grantee** must ensure that the **Grantee** pays each of its employees at least the rate of the living wage published by the Living Wage Foundation from time to time.]

#### 10.13 Legal Requirements

The **Grantee** must comply with all **Legal Requirements** in relation to the **Property** or the **End Use** during the **Control Period**.

#### 10.14 Recovery Event

The **Grantee** must inform the **Local Authority** and/or **HES** until the expiry of the **Control Period** as soon as the **Grantee** becomes aware of the occurrence of an event listed in Clause 19.



## 11 Title conditions and delivery of documentation

- 11.1 Where the **Grantee** is obtaining an interest in the **Property** simultaneously with the grant of the **Standard Security** and/or the **Conservation Burden**, which will result in the first registration of the **Grantee's** interest in the **Property** in the Land Register of Scotland, or otherwise where the grant of the **Standard Security** has triggered a first registration of the **Grantee's** interest in the **Property** in the Land Register of Scotland deliver to the **Local Authority** at settlement, the following items:-
- 11.1.1 a valid marketable title, subject to no servitudes and containing no onerous or unusual real burdens affecting the **Property**;
  - 11.1.2 a plan or bounding description sufficient to enable the **Property** to be identified on the cadastral map;
  - 11.1.3 evidence (such as a Plans Report) that the description of the **Property** as contained in the title deeds is habile to include the whole of the occupied extent and that there is no conflict between the extent of the **Property** and any registered cadastral unit;
  - 11.1.4 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Grantee's** interest in the **Property**; (ii) **Advance Notices** in respect of the Disposition in favour of the **Grantee** and the **Standard Security** (in a form adjusted with HES) to be entered on the application record for the **Property**; and (iii) no other **Advance Notices** in respect of the **Property**; and
  - 11.1.5 (save where the **Grantee** is already the heritable proprietor and the grant of the **Standard Security** has triggered a first registration in the Land Register) a **validly executed** disposition of the **Property** in favour of the **Grantee**, together with signed Land Register Application Form (providing for payment of registration dues by the **Grantee's** solicitor by Direct Debit.
- 11.2 Where the **Grantee's** interest in the **Property** is registered in the Land Register of Scotland, deliver to the **Local Authority** at settlement:-
- 11.2.1 either (i) a Land Certificate (containing no exclusion of indemnity under Section 12(2) of the Land Registration (Scotland) Act 1979), (ii) a Title Sheet (containing no exclusion or limitation of warranty under Section 75 of the Land Registration etc (Scotland) Act 2012; or, (iii) if the Land Certificate or Title Sheet as the case may be has not been released by the Keeper pending a previous application(s), then certified copies of all documents sent to the Keeper in support of the outstanding application(s) or required by the Keeper to process the outstanding application(s), together with any Legal Reports and Plans Reports, Form 10 or Form 12 report(s) (and any updated reports) and (if appropriate) the Form P16 or Form P17 report and the Land Register receipts in respect of the outstanding application(s);
  - 11.2.2 all necessary links in title evidencing the **Grantee's** exclusive ownership of the **Property**;
  - 11.2.3 a Legal Report brought down to a date as near as practicable to settlement which report will show:- (i) no entries adverse to the **Grantee's** interest in the **Property**; (ii) **Advance Notices** in respect of the Disposition in favour of the **Grantee** and the **Standard Security** (in a form adjusted with HES) to be entered on the application record for the **Property**; and (iii) no other **Advance Notices** in respect of the **Property**;





- 11.3 At settlement, deliver to the **Local Authority** a search in the Register of Community Interests in Land brought down to as near as practicable to settlement disclosing no entries affecting the **Property**.
- 11.4 Where the **Standard Security** and/or **Conservation Burden** are to be registered in the Land Register of Scotland, the **Grantee** will deliver to **HES**, on demand from time to time and at the **Grantee's** expense, such documents and evidence as the Keeper may require to enable the Keeper to update or create (as the case may be) the Title Sheet of the **Property** to disclose (i) the **Grantee** as the registered proprietor of the whole of the **Property**; and (ii) **HES** as security holder of over the whole of the **Property**. The updated or newly created Title Sheet of the **Property** will contain no exclusion or limitation of warranty in terms of Section 75 of the Land Registration etc. (Scotland) Act 2012; (b) disclose no entry, deed or diligence prejudicial to the interest of **HES** other than such as are created by or against **HES** or have been disclosed to, and accepted in writing by, **HES** prior to settlement; and (c) the Title Sheet shall show **HES** as the first ranking security holder over the **Grantee's** interest in the **Property**, save as otherwise agreed by **HES** in writing prior to settlement.
- 11.5 At settlement, where the **Grantee** is a company, exhibit to the **Local Authority** Searches in the Register of Charges and company file of the **Grantee** confirming that there is no notice regarding the appointment of a receiver, administrator or liquidator, winding-up, striking-off or change of name affecting the **Grantee** and disclosing the full names of the present directors and secretary of the **Grantee**, together with an undertaking from the **Grantee's** solicitor on behalf of the **Grantee** in terms satisfactory to the **Local Authority** to exhibit within three months updated Searches in the Register of Charges and company file of the **Grantee** brought down to at least 22 days after registration of the **Standard Security** and disclosing no entries prejudicial to the **Standard Security**.
- 11.7 At settlement, deliver to the **Local Authority** a **validly executed Standard Security** together with particulars of execution.
- 11.8 At settlement, where the **Grantee** is the proprietor of the **Property**, deliver to the **Local Authority** a **validly executed Conservation Burden** by the **Grantee** or, if the **Grantee** is a tenant under a lease of more than 20 years, deliver to the **Local Authority** a **validly executed Conservation Burden** by the proprietor of the **Property**.
- 11.9 The cost of all searches, **Advance Notices** and registration or recording dues are to be met by the **Grantee**.

## 12 Monitoring and Reporting

- 12.1 The **Grantee** shall closely monitor the delivery and success of the **Scheme Works** to ensure that the aims and objectives of the **Scheme Works** are being met and that this **Grant Contract** is being adhered to.
- 12.2 Where the **Grantee** has obtained funding from a third party for its delivery of part of the **Scheme Works**, the **Grantee** shall include the amount of such funding in its financial reports to the **Local Authority**, together with details of what that funding has been used for.
- 12.3 The **Grantee** shall on request provide the **Local Authority** with such information, explanations and documents as the **Local Authority** may require in order for it to establish that the **Grant** has been used properly in accordance with this **Grant Contract**.
- 12.4 The **Grantee** shall permit any person authorised by the **Local Authority** such access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the **Grantee's** fulfilment of the conditions of this **Grant Contract** and shall, if so required, provide appropriate oral or written explanations from them.



12.5 The **Grantee** shall provide the **Local Authority** with a final report at the **Completion Date**, which shall confirm whether the **Scheme Works** has been successfully and properly completed.

12.6 The **Grantee** must submit the Monitoring Report annually to the **Local Authority** during the **Control Period**.

### 13 Publicity

13.1 The **Grantee** will display at or near the **Property** and in a prominent position for the duration of the **Scheme Works** a sign supplied by the **Local Authority** publicising the support given by the **Local Authority** and **HES** and, if required by the **Local Authority**, an interpretation board detailing the history of the **Property** and the **Scheme Works**, in a form to be approved by the **Local Authority**.

13.2 The **Local Authority** and **HES** will be entitled to publicise the **Property** in any publication or on the website of the **Local Authority**, **HES** and/or the Scottish Government.

13.3 The **Grantee** will ensure, as far as is possible and reasonable, that any press release, statement or publicity issued by the **Grantee** relating to the **Property** or **Scheme Works** shall not be issued without the prior written consent of the **Local Authority**, such consent not to be unreasonably withheld, and shall make mention of the **Grant** from the **Local Authority** and **HES**.

### 14 Intellectual Property Rights

14.1 The **Grantee**, by its acceptance of this **Offer**, grants the **Licence** to the **Local Authority** and **HES** for such purposes as the **Local Authority** and **HES** reasonably determine from time to time, including (i) safeguarding Scotland's built heritage; (ii) promoting the understanding and enjoyment of Scotland's built heritage; and (iii) maintaining a public record of the **Scheme Works**.

14.2 On the request of the **Local Authority** or **HES**, the **Grantee** will promptly provide (i) copies of all **Data** covered by the **Licence**; and (ii) a clear written explanation of any **Use** of any **Third Party Data** which would infringe the **Intellectual Property Rights** of any third party or breach any obligation of confidence owed by the **Grantee**.

14.3 The **Grantee** warrants that **Use** by the **Local Authority** and/or **HES** (and appointed sub-licensees) of any **Data** will not breach the **Intellectual Property Rights** of any third party, other than to the extent specifically disclosed in accordance with Clause 14.2.

14.4 Nothing in the **Grant Contract** is intended to transfer any **Intellectual Property Rights** to the **Grantee** and, unless otherwise stated, the **Grantee** will **Use Data** provided to it by the **Local Authority** pursuant to the **Scheme Works** solely for the purpose of carrying out the **Scheme Works** and for future conservation of the **Property**.

### 15 Confidentiality

15.1 Subject to Clause 16, the **Grantee** shall not (except as required by law, by any governmental or regulatory authority or as authorised by the **Local Authority**) during the period of the **Grant Contract** or after its termination (howsoever arising):

15.1.1 use, exploit or disclose to any person, company or other organisation whatsoever (and shall use its best endeavours to prevent the use or communication of) any **Local Authority Confidential Information** that it creates, develops, receives or obtains in connection with this **Grant Contract**. This restriction does not apply to the extent that the **Grantee** is required to disclose **Local Authority Confidential Information** by law, a



court of competent jurisdiction or the rules of any applicable governmental or regulatory body or any information that is or comes in the public domain other than through unauthorised disclosure by the **Grantee**; or

15.1.2 make (other than for the benefit of the **Local Authority**) any record (whether on paper, computer memory, disc or otherwise) or copy containing **Local Authority Confidential Information** or use such records (or allow them to be used) other than for the benefit of the **Local Authority**. All such records (and any copies of them) shall be the property of the **Local Authority**.

15.2 The **Grantee** shall:

15.2.1 keep any **Local Authority Confidential Information** obtained as a result of this **Grant Contract** secret;

15.2.2 not use or directly or indirectly disclose any such **Local Authority Confidential Information** (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the **Local Authority**;

15.2.3 use best endeavours to ensure that no person gets access to the **Local Authority Confidential Information** unless authorised to do so; and

15.2.4 inform the **Local Authority** immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such **Local Authority Confidential Information**.

15.3 The **Local Authority** reserves all rights in the **Local Authority Confidential Information**. No rights in respect of the **Local Authority Confidential Information** are granted to the **Grantee**.

## 16 Data Protection, Freedom of Information and Records Management

16.1 For the purposes of the Data Protection Act 1998 ("DPA"), the **Local Authority** and the **Grantee** agree that they shall each be the **Data Controllers** and shall (and shall procure that any of their staff involved in connection with the activities under this **Grant Contract** shall) duly observe all their obligations under the **DPA**, including, but not limited to, any notification requirements which arise in connection with any **Personal Data** processed by them pursuant to this **Grant Contract**.

16.2 In the event that the **Grantee** is required to disclose any **Personal Data** to the **Local Authority** of which the **Grantee** is the **Data Controller**, the **Grantee** shall obtain the consent of the **Data Subjects** to the disclosure of their **Personal Data** to the **Local Authority** for the purposes specified by the **Local Authority**.

16.3 In the event that the **Grantee processes Personal Data** on behalf of the **Local Authority** pursuant to this **Grant Contract** of which the **Local Authority** is the **Data Controller** ("**Local Authority Personal Data**"), the **Grantee** shall be the **Data Processor** of such **Local Authority Personal Data**. As **Data Processor**, the **Grantee** undertakes:

16.3.1 to not process the **Local Authority Personal Data** for any purpose other than for the purposes of this **Grant Contract**;

16.3.2 to put in place appropriate technical and organisational processes and procedures to safeguard against any unauthorised and unlawful **processing** of, and against accidental loss or destruction of, or damage to, the **Local Authority Personal Data**;

16.3.3 that any of its employees who will have access to the **Local Authority Personal Data** have undergone data protection training and are aware of their obligations under the **DPA**;



- 16.3.4 to assist the **Local Authority** with all requests which may be received from **Data Subjects** in relation to the **Local Authority Personal Data** under the **DPA** and to notify the **Local Authority** of any such request within five **Working Days** of receipt;
- 16.3.5 to provide the **Local Authority** with such information as the **Local Authority** may require to satisfy itself that the **Grantee** is complying with its obligations under the **DPA**;
- 16.3.6 to notify the **Local Authority** immediately if it receives a complaint, notice or any other communication concerning the **Grantee's processing** of the **Local Authority Personal Data**;
- 16.3.7 to notify the **Local Authority** of any breach of the security measures required to be put in place by the **Grantee** pursuant to Clause 16.3.2; and
- 16.3.8 to indemnify the **Local Authority** fully on demand against all losses, liabilities, damages, costs, claims, demands and expenses of whatsoever nature and howsoever incurred by the **Local Authority** arising from any breach by the **Grantee**, or any of its employees, of this Clause 16.3.
- 16.4 The **Grantee** acknowledges that the **Local Authority** is subject to the requirements of the Freedom of Information (Scotland) Act 2002 ("**FOISA**") and the Environmental Information (Scotland) Regulations 2004 ("**EISR**") and shall assist and co-operate with the **Local Authority** (at the **Grantee's** expense) to enable the **Local Authority** to comply with the information disclosure requirements of the **FOISA** and the **EISR**. The **Grantee** shall and shall procure that its subcontractors shall:
- 16.4.1 transfer requests for information received under the **FOISA** and the **EISR** ("**Request for Information**") to the **Local Authority** as soon as practicable after receipt and, in any event, within two **Working Days** of receiving a **Request for Information**;
- 16.4.2 provide the **Local Authority** with all necessary assistance as requested by the **Local Authority**, including all information within its possession, to enable the **Local Authority** to respond to a **Request for Information** within the time limit for compliance set out within the **FOISA** or the **EISR**; and
- 16.4.3 not respond directly to a **Request for Information** unless expressly authorised to do so by the **Local Authority**.
- 16.5 The **Grantee** agrees that:
- 16.5.1 the **Local Authority** shall be responsible for determining at its absolute discretion whether any information which it has received from the **Grantee** pursuant to this **Grant Contract**, any information relating to the **Grant Contract** or any information produced in the course of the **Grant Contract** ("**Information**") is exempt from disclosure in accordance with the provisions of the **FOISA** or the **EISR** and whether the **Information** is to be disclosed in response to a **Request for Information**; and
- 16.5.2 the **Local Authority** may disclose **Information** in response to a **Request for Information** without consulting the **Grantee** or following consultation with the **Grantee** and having taken its views into account, provided always that the **Local Authority** shall not be bound to take the **Grantee's** views into account when determining whether to disclose **Information** in response to a **Request for Information**.
- 16.6 The provisions of this Clause 16 shall apply during the continuance of this **Grant Contract** and after its termination howsoever arising.





- 16.7 The **Grantee** shall provide the **Local Authority** with all assistance reasonably requested by the **Local Authority** to assist the **Local Authority** in complying with its obligations under the Public Records (Scotland) Act 2011 ("PRSA") and with the **Local Authority's** Records Management Plan where such compliance is in respect of records created or to be created by the **Grantee** on behalf of the **Local Authority** in terms of the **Grant Contract**. This assistance will be at no cost to the **Local Authority**.
- 16.8 The **Grantee** shall in respect of records created during the term of this **Grant Contract** for the duration set out for that class of record in the **Grantee's Retention Schedule** after the termination or expiry of the **Grant Contract**, comply with the **Records Management Provisions** notified by the **Local Authority** to the **Grantee** from time to time.
- 16.9 In this Clause 16, "**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 **Grantee** further to the **Grant Contract**; and "**Grantee'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 **Grantee** are to be retained for after they have come to the end of their normal operational use.
- 16.10 At the end of the relevant period set down in the **Grantee's Retention Schedule** for a particular record or class of records, then if the **Grantee's Retention Schedule** for that record or class of records lists the final disposal of the record or class of records as "Pass to the **Local Authority**", the **Grantee** shall offer to transfer the records in question to the **Local Authority**, 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 the **Local Authority**. The **Grantee** 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 the **Local Authority** on the same terms.
- 16.11 If the **Grantee** shall become bankrupt (whether voluntary or compulsory), unable to pay its debts, insolvent or make any arrangements with its creditors, or if any resolution is adopted for the winding up of the **Grantee**, or if a receiver, administrator or administrative receiver is appointed over the whole or any part of its assets or if the **Grantee** goes into liquidation (whether voluntary or compulsory) otherwise than for the purpose of amalgamation or reconstruction or any form of execution levied upon its assets, then immediately on the occurrence of any of these events, the records which would, in terms of Clause 16.10, fall to be offered to the **Local Authority** at the time stipulated in the **Grantee's Retention Schedule**, shall be deemed to be held on trust by the **Grantee** on behalf of the **Local Authority**. The **Grantee** shall thereafter, if and when so required by the **Local Authority**, transfer the records in question to the **Local Authority**, such transfer to be on the same terms as would apply to a transfer made in terms of Clause 16.10.

## 17 Anti-Discrimination

- 17.1 The **Grantee** shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 17.2 The **Grantee** shall take all steps to secure the observance of Clause 17.1 by all servants, employees or agents of the **Grantee** and all suppliers and sub-contractors engaged in connection with completion of the **Scheme Works**.
- 17.3 The **Grantee** shall comply with the Equality Act 2010.



## 18 Human Rights

- 18.1 The **Grantee** shall (and shall use all endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this **Grant Contract** as if the **Grantee** were a public body (as defined in the Human Rights Act 1998).
- 18.2 The **Grantee** shall undertake, or refrain from undertaking, such acts as the **Local Authority** requests so as to enable the **Local Authority** to comply with its obligations under the Human Rights Act 1998.

## 19 Recoverability of Grant

- 19.1 The **Local Authority** hereby notifies the **Grantee** that it is making the **Grant** on behalf of **HES** under Section 11 of the Historic Environment Scotland Act 2014 and that **HES** or the **Local Authority** is entitled to recover the **Grant** or such proportion of it as it thinks fit (but in no event shall the amount recovered exceed the amount of the grant actually paid to the **Grantee**):-
- 19.1.1 from the **Grantee**, if at any time any condition of the **Grant Contract**, the **Conservation Burden** or the **Standard Security** is contravened or not complied with;
- 19.1.2 from the **Grantee** if, during the **Recovery Period**, the **Grantee Disposes** of their interest in the **Property**; and/or
- 19.1.3 from any donee of the **Grantee** who has become entitled by way of gift from the **Grantee** of the whole or part of their interest in the **Property**, whether directly or indirectly (but otherwise than by will) (the "**Donee**"), if, during the **Recovery Period**, the **Donee Disposes** of their interest in the **Property** or part thereof.
- 19.2 If the **Grantee** and/or the **Donee** intend to **Dispose** of their interest in the **Property** (i) prior to the **Completion Date**, they shall immediately notify the **Local Authority**; or (ii) from the **Completion Date** to the end of the **Recovery Period**, they shall immediately notify **HES**.
- 19.3 Where **HES** is entitled to recover all or any part of the **Grant** under Clauses 19.1.2 or 19.1.3, it shall calculate the amount due on the following basis (or such other basis as **HES** shall notify from time to time):-

Year from date of grant in which claw back event occurs	Percentage of original grant to be recovered
0-1	100%
1-2	93%
2-3	86%
3-4	79%
4-5	72%
5-6	65%
6-7	58%
7-8	51%
8-9	44%
9-10	37%
10-11	30%
11-12	24%
12-13	18%





13-14	12%
14-15	6%
15+	0%

19.4 The **Local Authority** is entitled to re-assess, vary, make a deduction from, withhold or recover the **Grant** (or such proportion of it as the **Local Authority** thinks fit); charge **Interest** on any sums recovered from the date of payment of the **Grant** to the **Grantee** until repaid; and/or terminate the **Grant Contract** if:

- 19.4.1 during the **Control Period**, the **Grantee Disposes** of its interest in the **Property**;
- 19.4.2 at any time any condition of the **Grant Contract**, the **Conservation Burden** and/or the **Standard Security** is contravened or not complied with and, if the breach is capable of remedy, the **Grantee** has been given notice of it and has failed to remedy it within the period of time specified in the notice;
- 19.4.3 the **Completion Date** has not occurred by the **Final Account Deadline**;
- 19.4.4 if the **Local Authority** does not approve the **Final Accounts** in accordance with Clause 9;
- 19.4.5 where the **Grantee** is a company but not a public company, either (a) a person (other than the **Grantee's** shareholders at the date of the **Grantee's Application**) alone or together with any associated person(s) becomes the beneficial owner of shares in the **Grantee's** issued share capital carrying the right to exercise more than 25% of the votes exercisable at the **Grantee's** general meeting or (b) the shareholders at the date of the **Grantee's Application** cease to hold legally and beneficially at least 50% of the issued share capital and voting rights in the **Grantee's** company;
- 19.4.6 the **Local Authority** agrees that the **Property** cannot be reinstated following damage by a risk covered by the **Insurance Policy**;
- 19.4.7 the **Local Authority** considers that any information provided by the **Grantee** in the **Application** and/or in terms of the **Grant Contract** is fraudulent, incorrect or misleading or the **Grantee** has failed to provide information which would have been relevant to the **Local Authority** in approving the **Grant** or determining any matter in terms of the **Grant Contract**;
- 19.4.8 the **Grantee** is sequestrated, becomes apparently insolvent or enters into a trust deed for behoof of its creditors or being a company the **Grantee** goes into liquidation whether voluntary or compulsory (otherwise than a voluntary liquidation of a solvent company for the purposes of amalgamation or reconstruction) or appoints a receiver or has a receiver appointed or has an administration order made;
- 19.4.9 the total cost of the **Scheme Works** is less than the **Grant**;
- 19.4.10 the **Local Authority** has overpaid the **Grant**;
- 19.4.11 the **Grantee** does anything which in the **Local Authority's** opinion brings the **Local Authority** into disrepute;
- 19.4.12 the **Grantee** does not use the **Grant** or any part of it for the purposes of the **Scheme Works**;
- 19.4.13 the **Grantee** fails to notify the **Local Authority** of duplicate public funding in respect of any part of the **Scheme Works** or any related administration costs that the **Local Authority** is funding under this **Grant Contract**;



- 19.4.14 the **Grant** is incompatible with the European Commission rules on state aid or if recovery of the **Grant** is ordered by the European Commission;
  - 19.4.15 the **Grantee** commits a **Prohibited Act**;
  - 19.4.16 there is a change in the legal status or the actual or effective ownership or control of the **Grantee**;
  - 19.4.17 the **Grantee** in the **Local Authority's** opinion (acting properly) completed the application for the **Grant** fraudulently or misleadingly in any material particular;
  - 19.4.18 the **Grantee** in the **Local Authority's** opinion (acting properly) acted fraudulently or negligently in carrying out the **Scheme Works**;
  - 19.4.19 a heritable creditor validly serves a Calling Up Notice or a Notice of Default in terms of the **1970 Act** and the **Grantee** fails to comply with the terms specified in such Calling Up Notice or Notice of Default or the **Grantee** otherwise fails to make a successful application to the court for warrant under Section 24 of the **1970 Act**;
  - 19.4.20 the **Local Authority** is not satisfied with any amounts in the **Monthly Valuations**;
  - 19.4.21 if the **Local Authority** or **HES** agrees that the **Property** cannot be reinstated following damage by an Insured Risk (as that term is defined in the **Standard Security**); [or]
  - 19.4.22 [if the **Property** ceases to be used for the **End Use**; or ]
  - 19.4.23 where the **Grantee** is a tenant under a long lease, the **Grantee** assigns, sub-lets or renounces their interest in the **Property**, or the lease terminates in any other way.
- 19.5 Repayment of the **Grant** in terms of this Clause 19 may not be required if any default is capable of being, and is, rectified within whatever period the **Local Authority** prescribes, or in relation to any discreet element of the **Scheme Works** which has been completed and whose benefit the **Local Authority** agrees is not jeopardised by failure to complete the remainder.
- 19.6 The events specified in this Clause 19 shall in addition to and without prejudice to the circumstances specified in the **1970 Act** and Schedule 3 thereof be deemed to be circumstances in which the **Grantee** is in default entitling the **Local Authority** to exercise their remedies as heritable creditor in terms of the **1970 Act**.
- 19.7 A certificate by the **Local Authority** as to the amount of the **Grant** due to be repaid shall in the absence of manifest error be conclusive evidence in any legal proceedings of the sum to be repaid by the **Grantee** to the **Local Authority**.
- 19.8 Any sums to be recovered from the **Grantee** by the **Local Authority** in terms of this Clause 19 shall be paid by the **Grantee** to the **Local Authority** within 15 **Working Days** of demand.

## 20 Enforceability

Unless otherwise directed by **HES**:-

- 20.1 Clause 19 of the **Grant Contract** shall be enforced by the **Local Authority**, as agents on behalf of **HES** prior to the end of the Conservation Area Regeneration Scheme or such other date as is notified to the **Grantee** by **HES**), after which date the right of enforcement shall revert to **HES** until the expiry of the **Control Period**.



20.2 All correspondence relating to the **Grant Contract**, the **Standard Security** and the **Conservation Burden** should be sent to the **Local Authority** up to the end of the Conservation Area Regeneration Scheme, notwithstanding the fact that the obligation is being undertaken to **HES**.

## 21 Notices

Any notice under this **Grant Contract** must be in writing. Any notice will be deemed to be effectively given if it is sent through the post by recorded delivery to the following addresses:-

- The **Local Authority** at **[insert notice address]**;
- **HES** at Longmore House, Salisbury Place, Edinburgh EH9 1SH;
- The **Grantee** at the **Property** or their registered office.

or to such other address as is notified to the other parties in writing. Any such notice served by post will be deemed to have been served at the expiration of 2 **Working Days** after it has been posted and in proving service of said notice it will be sufficient to prove that the envelope containing the notice was properly addressed, stamped and posted and any notice served by facsimile will be deemed to have been served when received legibly and in full by the recipient.

## 22 Arbitration

Without prejudice to any specific provision of the **Grant Contract**, if a dispute or disagreement arises as to the interpretation of any provision of the **Grant Contract**, it shall within 10 **Working Days** be referred to the decision of a single arbitrator mutually agreed for that purpose or, failing agreement, to be appointed at the request of either party by the Scottish Arbitration Centre and the arbitration shall be carried out under the Scottish Arbitration (Scotland) Act 2010. The seat of the arbitration shall be Scotland and the language of the arbitration shall be English.

## 23 Expenses

- 23.1 The **Grantee** will pay to the **Local Authority** within 10 **Working Days** of demand all costs, charges and expenses incurred by the **Local Authority** or **HES** (as the case may be) in the enforcement of the conditions of the **Grant Contract**, the **Conservation Burden** and/or the **Standard Security**.
- 23.2 If the **Local Authority** or **HES** consent to any variation of the **Grant Contract**, the **Standard Security** and/or the **Conservation Burden**, the **Grantee** will be responsible for meeting all costs properly incurred (including any internal administration charge of the **Local Authority** or **HES**, as the case may be) in documenting the variation.
- 23.3 The **Grantee** will be responsible for all costs incurred by the **Local Authority** and/or **HES** (including any internal administration charge of the **Local Authority** and **HES**) properly incurred in dealing with the grant of a discharge of the **Standard Security** and/or the **Conservation Burden** either at the end of the **Control Period** or in the event of earlier repayment of the **Grant**.

## 24 Interest

The **Grantee** will pay to the **Local Authority** **Interest** on any sum which becomes due and payable to the **Local Authority** from the date the sum becomes due and payable until paid.

## 25 Discharge

In the event that the **Grantee** opts to repay the whole of the **Grant**, **HES** will discharge (i) the **Standard Security** and (ii) the **Conservation Burden**, in return for full repayment of the **Grant**



together with **Interest** incurred from the date of payment of the **Grant** by the **Local Authority** until repaid.

## 26 State Aid

The parties acknowledge that the **Grant** is being made available to the **Grantee** under the provisions of the Historic Scotland Culture and Heritage Infrastructure Scheme 2014-2020 SA.41194.

## 27 Assignment

- 27.1 The **Grantee** may not, without the prior written consent of the **Local Authority**, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of the **Grant Contract** or, except as contemplated as part of the **Scheme Works**, transfer or pay to any other person any part of the **Grant**.
- 27.2 The **Local Authority** may assign, transfer, sub-contract or in any other way make over to any third party the benefit and/or burden of the **Grant Contract**.

## 28 Waiver

No failure or delay by either the **Local Authority** or the **Grantee** to exercise any right or remedy under the **Grant Contract** shall be construed as a waiver of any other right or remedy.

## 29 No Partnership or Agency

The **Grant Contract** shall not create any partnership or joint venture between the **Local Authority** and the **Grantee**, nor any relationship of principal and agent, nor authorise either of them to make or enter into any commitments for or on behalf of the other.

## 30 Binding Nature of Grant Contract

The **Grant Contract** shall be binding upon and inure to the benefit of the parties and their respective successors and permitted transferees and assignees.

## 31 Registration

The **Local Authority**, HES and the **Grantee** consent to registration of the **Grant Contract** and any contract for **Supplementary Grant** for preservation and execution.

## 32 Time Limit for Acceptance

The **Grant Contract** is open for acceptance in writing within one month after the date of the **Grant Contract** and failing acceptance on or before that date will thereafter be deemed to have been withdrawn.

## 33 Governing Law

This **Grant Contract** shall be governed by and construed in accordance with the law of Scotland and the parties irrevocably submit to the exclusive jurisdiction of the Scottish courts.

## 34 Definitions

Unless the context otherwise requires, in this **Grant Contract** the following expressions shall have the following meanings:



- 34.1 **"Actual Grant Eligible Costs"** means [Insert the percentage that the Grant bears to the Grant Eligible Costs as assessed at the outset]% of such sum as the **Local Authority**, acting reasonably, considers represents the **Grant Eligible Costs** incurred by the **Grantee** after having carried out an inspection of the **Scheme Works** following the **Completion Date** and after having examined the **Final Accounts**, but which amount shall not in any circumstances exceed the **Grant**.
- 34.2 **"Advance Notice"** means an advance notice as defined in Section 56 of the Land Registration etc. (Scotland) Act 2012;
- 34.3 **"Application"** means the **Grantee's** application for grant in respect of the **Scheme Works** and approved by the **Local Authority**;
- 34.4 **"Bribery Act"** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
- 34.5 **"Completion Date"** means the date that the **Local Authority** considers the **Scheme Works** to be practically complete in terms of Clause 6.1 or such later date as agreed between the **Local Authority** and the **Grantee** or as determined under Clause 6.2;
- 34.6 **"Conservation Burden"** means the deed of conservation burdens to be granted by the **Grantee** in favour of **HES** substantially in the form of the draft conservation burden (with the relevant information inserted therein) forming Part 3 of the **Schedule**;
- 34.7 **"Control Period"** means the period of 15 years from the later of (i) the last date of execution of the **Grant Contract**; or (ii) the date of registration/recording of the **Conservation Burden** in the property registers;
- 34.8 **"Costed Profile"** means the costed profile of the **Scheme Works** showing the programme of works to be carried out on a monthly basis, anticipated income, payments and cash flow;
- 34.9 **"Data"** means data, text, drawings, diagrams, images, and sounds recorded in any electronic or tangible medium, or parts thereof;
- 34.10 **"Data Controller"** has the meaning given to it in Section 1 of the DPA;
- 34.11 **"Data Processor"** has the meaning given to it in Section 1 of the DPA;
- 34.12 **"Data Subject"** has the meaning given to it in Section 1 of the DPA;
- 34.13 **"Delay Event"** means any event which causes a delay in completion of the **Scheme Works** attributable to (i) exceptionally inclement weather; (ii) civil commotion or labour disputes; (iii) shortage of materials; or (iv) any other matter which in the reasonable opinion of the **Local Authority**, is beyond the control of the **Grantee** or the contractor appointed under the **Scheme Contract**;
- 34.14 **"Dispose"** means any disposal relating to the whole or part of the **Property** by way of sale, exchange or lease for a term of not less than 21 years;
- 34.15 **"End Use"** means such use as is consented to by the **Local Authority** from time to time;
- 34.16 **"Final Accounts"** means the final accounting under the **Scheme Contract**;
- 34.17 **"Final Account Deadline"** means [ ] or such later date as determined under Clause 9.3;