

Coastal Communities

Stage two: capital delivery plan

Your capital delivery plan is an essential part of your stage two application.

These guidance notes complement the guidance included in the separate **Stage two: application form and project business plan**. Make sure you have read and understood both sets of guidance notes before making a start on your capital delivery plan.

As there will be a lot of additional documentation to send alongside this plan, we recommend that you send us everything in a ring-bound or similar type of folder. Please don't send us loose pages. Use the checklist on page 25 to make sure that your capital delivery plan is complete.

If you want to send any information that supplements your capital delivery plan, for example, additional drawings or surveys, you can include it on a CD Rom.

Supporting you to develop your capital delivery plan

We understand that you have a lot of work to do to develop your capital project to RIBA stage D so that you can produce a capital delivery plan that meets our requirements.

We will offer you technical support to help you develop this and advise you on how to work with your building professionals. Before you start developing your plan our Capital Support Unit will be in touch to arrange a meeting to discuss our requirements and answer your questions. They will also get in touch by phone in about three months to check that you're on track and answer any questions that you may have.

Completing the capital cost plan

You should have received a **capital cost plan** on a CD with your letter inviting you to stage two. In addition to completing the capital delivery plan form in part two, your **professional team** must also complete this spreadsheet which you should email back to us when you submit your stage two application.

Sending us your capital delivery plan

Your stage two application will consist of:

- the stage two application form
- a project business plan
- a capital delivery plan (including emailing us your **capital cost plan**).

You should send all of this information together by the deadline on your letter inviting you to stage two to:

**Coastal Communities
Big Fund
1 Atlantic Quay
1 Robertson Street
Glasgow G2 8JB**

You should also email your **capital costs plan** to CCF@bigfund.org.uk

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Part one: Additional guidance notes for capital projects

If you are awarded a grant, we'll give you more information about how to manage it and what our requirements are but we've included some of the things you should be aware of now. We have highlighted costs that you should include in your project budget.

There is a glossary of capital terms (see Appendix A).

Lead-in payment

If we award you a grant, we understand that you will need to claim money for the professional fees you will incur developing your project and meeting our legal requirements. We will give you up to five per cent of your capital grant to help cover these costs. We will need you to provide original invoices or the equivalent as evidence of your expenditure before any capital grant can be released.

We will not give you more of your grant until you have met our legal requirements and sent us a satisfactory tender review report.

Legal requirements

All grants for projects involving land and buildings are subject to our standard terms and conditions for capital grants which require you to meet specific legal requirements at the same time you submit your Tender Confirmation form (see Appendix B). Please read these to make sure you will be able to accept them as they cannot be changed. If we award you a grant, we will set out in our grant offer letter the timetable within which you will be required to meet specific terms and conditions for capital grants. We will also set out the timeframe for starting the building work.

Our security requirements

Certificate of Title

If we have awarded you a capital grant of £100,001 or more, you will need to provide a completed Certificate of Title from your solicitor before we can make capital payment above the five percent lead-in payment.

The Certificate of Title must be provided in the form provided by ourselves and must be signed by your solicitor, who will be acting under a duty of care to us, and will confirm:

- the Title
- that all relevant searches have been made and no adverse entries found
- that the Title is good and marketable with no easements, restrictive covenants or leases which would prevent full and continuous project delivery throughout the period of the grant agreement.

If your project does not include buying land and buildings the Certificate of Title should be submitted with your Tender Confirmation Form. If your project includes buying land and buildings see section 2.3 for our requirements.

You should have made provision within your stage two project costs for the legal fees you will incur in providing the Certificate of Title. As an indication only, we think it is reasonable to include an estimate of up to £1,000 plus VAT. Your solicitor will advise you on the cost of providing a Certificate of Title, which should include the relevant search fees.

Statutory Bodies

If your organisation is a statutory body and we have awarded you a capital grant of £100,001 or more you will need to provide a completed Deed of Dedication before we can make capital payments above the five percent lead-in payment.

If your project does not include buying land and buildings the Deed of Dedication should be sent to us with your Tender Confirmation Form. If your project includes buying land and buildings see below for our requirements. The Deed of Dedication must be completed in the form attached provided by ourselves.

You should make provision within your project costs for the legal fees you will incur in providing a Deed of Dedication. As an indication only, we think it is reasonable to include an estimate of up to £750 plus VAT. Your solicitor will advise you on the cost of providing a Deed of Dedication.

Other organisations and bodies:

➤ **Capital grants of £100,001 and above but below £350,000**

If your organisation is not a statutory body and we have awarded you a capital grant of £100,001 or more but less than £350,000, before we can make capital payments above the five percent lead-in payment, you must:

- agree a Deed of Dedication unless directed by us to provide a Letter of Undertaking in our agreed format
- where the landowner and grant recipient are not the same, contact your managing grant officer

➤ **Capital Grants of £350,000 and above**

If your organisation is not a statutory body and we have awarded you a capital grant of £350,000 or more, before we can make capital payments above the five percent lead-in payment, you will need to provide us with:

- a Legal Charge or Standard Security over the land and buildings
- a Legal Opinion from your solicitor who will be acting under a duty of care to us
-

Under the Legal Charge or Standard Security, the amount of the security we will take will be the capital grant awarded, minus our lead-in payment.

We will not be able to make capital payments above the five percent lead-in payment until we have the completed Legal Charge or Standard Security and Legal Opinion. The Legal Charge or Standard Security and Legal Opinion must be completed by your solicitor in the form provided by ourselves.

If your capital grant does not include buying land and buildings the requirements listed above should be met at the time you send us your Tender Confirmation form.

You should have made provision within your project costs for the legal fees you will incur providing a Legal Charge or Standard Security. As an indication only, we think it is reasonable to include an estimate of up to £1,500 plus VAT. Your solicitor will advise you on the cost of providing a Legal Charge or Standard Security and a Legal Opinion. If your organisation is not a statutory body and we award you a capital grant you may need to provide a Legal Opinion from your solicitor before we can make capital payments above the five per cent lead-in payment.

The Legal Opinion will confirm that your organisation has the legal power under its constitution for the project purpose and to sign the legal documents associated with your grant.

You should make provision within your stage two costs for the legal fees you will incur providing a Legal Opinion. As an indication only, it would be reasonable to include an estimate of up to £500 plus VAT. You should take advice from your solicitor on the cost of providing a Legal Opinion

Faith organisations

If you are a faith organisation we will discuss these requirements with you. If you think we should have been in touch about this already and we haven't done so, talk to your funding officer as soon as possible.

Buying land and buildings

If we award you a capital grant to buy land and buildings, you will need to send us the following information before we can make payment for buying the land:

- a letter from your solicitor or a licensed conveyancer requesting that we pay a grant to the solicitors' client account on order pending completion. This letter should briefly describe the transaction, the estimated date for exchange of contracts, the proposed date that we should pay the solicitors and confirmation that they are acting on behalf of your organisation

- a completed Certificate of Title, **and**
- a Deed of Dedication or Deed of Undertaking, if applicable, or
- a Legal Charge or Standard Security and Legal Opinion. – if applicable

Capital assets

You may not sell, transfer, lease or otherwise dispose of land and buildings bought, built, extended, refurbished, altered and/or improved with our grant unless you have our written permission. You may not change the purpose for which the capital assets are being used without our written permission.

We will hold you responsible for the condition and use of the land and buildings for the asset monitoring period. The asset monitoring period starts from the date of completion of the capital works and is related to the type and size of our capital grant as shown below:

Capital grant size	Asset liability period
Up to and including £100,000	5 years
Of £100,001 or more but less than £350,000	10 years
Of between £350,000 and up to £5,000,000	20 years
More than £5,000,000	40 years

Planning consent

If you are applying for a capital grant for a project involving land and buildings, and planning permission is required for your project, we expect you to have obtained planning permission and any other necessary statutory consents before submitting your stage two application to us. You will also need to tell us of any conditions in respect of planning permission.

Insurance cover

You will be responsible for making sure that you have appropriate insurance cover while any capital works are in progress. You must also make sure that you have appropriate insurance for the lifetime of our grant and beyond.

We may ask you to provide evidence of insurance cover as part of our monitoring checks. Statutory Bodies may decide not to take out such insurance if it is legally allowable. You must tell us which capital assets will not be covered by insurance and guarantee in writing that all such assets will be replaced for their original purpose if lost, damaged or stolen.

Statutory Obligations

You will be required to meet your obligations under the legislative framework for the relevant country. For example: recipients should ensure that building projects fulfil the requirements of the Equality Act 2010.

Procurement

If you are applying for a capital grant of up to £50,000 you will be required to provide evidence that you have received at least three independent estimates for the building work with your application.

If we award you a grant of more than £50,000 you will be required to obtain at least three competitive tenders for building work unless it is being undertaken under a pre-tendered arrangement such as a Public Private Partnership or Private Finance Initiative scheme.

Before we can pay a capital grant to you for building work, you will be required to show us that an appropriate procurement process has taken place by providing us with a copy of the completed tender review report (provided by a suitably qualified member of the professional team). Where building work is being commissioned under pre-tendered arrangements, you must still show that contract costs have been

checked to confirm value for money. If you do not intend to accept the lowest tender for the building work, you must provide an acceptable explanation of why not and obtain our consent. We will provide further guidance on our tender review requirements if you are awarded a grant.

Before you enter into a building contract you need to obtain permission from us to proceed. Before Permission to Proceed can be granted Big Fund's Capital Support Unit (CSU) must carry out the review of your tender review documentation and establish that it is sufficient to meet our requirements.

If the prices given during the tender process are higher than the estimates given in your application, we cannot give you additional funding. You could fund the balance yourself, negotiate a reduced tender amount or tender again. If you decide to send the tender out again, you must still be able to start on site within six months of being awarded a grant. If you still cannot match the original estimate, you should contact your funding officer to discuss the problem. You must tell us if you want to make any changes to the scope and specification of works proposed to bring it within budget. You must get written approval from us before going ahead with any changes.

Public bodies must meet the relevant UK and European legislation on procurement. You need to check whether they apply to your project. If they do, you must tender openly for the goods and services in accordance with these regulations.

Asset transfer and security of tenure

If you will be using an asset that must be transferred to you, this must be done within six months of the date that appears on the certificate of practical completion (if not before).

Please note that before any grant monies are released, either:

- the asset transfer will have to be complete or a contract for the transfer of the freehold or heritable interest or agreement for lease will have to be in place so that the asset will be transferred. Sufficient provision must be made so that the ultimate lease is satisfactory to all parties (including the Big Fund)

or

- where a project is to be constructed on land that the grant holder will take on lease, and the lease has not been completed prior to release of funds, we may require the freeholder or proprietor to lodge a restriction over their freehold or heritable title to protect our interest during the period of the building works until such time as the lease can be completed and the Legal Charge or Standard Security registered.

Part two: Capital delivery plan

Unique Reference Number (URN)

Tell us the Unique Reference Number (URN) given to you at stage one.

CCF/1/010435977

Organisation name

What is the full legal name of your organisation?

The Council of the City of Sunderland

What does your capital project involve?

Tick all the boxes that are relevant:

- | | |
|--|--|
| <input type="checkbox"/> Buying land | <input type="checkbox"/> Extending an existing building |
| <input type="checkbox"/> Buying a building | <input type="checkbox"/> Refurbishing an existing building |
| <input type="checkbox"/> Constructing a new building | <input checked="" type="checkbox"/> Landscaping and groundwork |

Section one: Existing land and buildings

1.1 Location

Tell us the address and postcode (or closest postcode) of the land and/or buildings:

Land at Ocean Park, Seaburn, Sunderland, Tyne and Wear SR5 0BB

1.2 What is the current use of the land and/or buildings? (Maximum 100 words)

The Seaburn Masterplan Delivery project area is largely dominated by leisure and other mixed use and commercial developments. These include independently owned restaurants, retail units, amusements and two hotels. A leisure centre and large foodstore are also sited within the study area.

Areas of vacant land exist within the site including a former funfair and play area.

Large parts of the area are taken up by mown open green space for general recreational purposes and hard standing for use as a permanent car park.

A historic promenade and related infrastructure including a former seating shelter are located at the site.

1.3 What is the approximate size of each individual existing building?

N/A

Gross Internal Floor Area (GIFA m²)

1.4 Describe any existing buildings. (Maximum 100 words)

The built form in the study area is varied and fragmented.

Queens Parade - a terrace of two-storey interwar restaurants cafes and shops and a four-storey hotel to the south of the site.

A former hotel development including railway carriage dining car, a 1980's leisure centre and single-storey restaurant, amusement arcade and indoor soft play facility are located at Ocean Park – The heart of the Masterplan area.

To the north is a single-storey Morrison's foodstore.

A series of single-storey interwar promenade buildings include kiosks and two seating shelters, one of which has

been converted to an Italian restaurant.

1.5 Describe the location and surroundings of the land and/or buildings. (Maximum 100 words)

The masterplan area is located on Sunderland's northern coastline, to the northeast of Sunderland's City Centre and north of the River Wear. West of the sweeping Seaburn beach, Ocean Park accommodates a range of leisure and associated uses. The site is largely flat featuring expanses of green space and playing fields to the north of the commercial heart.

The surrounding areas of Seaburn and Fullwell are dominated by residential uses, predominantly Victorian and early 20th century terraces. Seaburn is located at Sunderland's northern urban-rural fringe. Land to the northwest opens out to large areas of countryside, rich in biodiversity.

1.6 Describe the history of the land and/or buildings. (Maximum 100 words)

Seaburn spent the majority of its past as open countryside and farmland until the interwar period. By 1939 undeveloped land had become housing, incorporating a tramway to the city and school campground. During this period Seaburn witnessed the development of its resort including promenade, concert hall, hotel and boating lake. After WWII came a funfair with wooden rollercoaster, miniature railway and putting green, placing Seaburn amongst the finest northern beach resorts. The decline in popularity of UK resorts greatly affected Seaburn. The original landmarks disappeared, replaced in the 1980's by small-scale commercial buildings, the leisure centre, supermarket and housing.

1.7 Does your capital project involve any listed buildings? ☐ Yes ☒ No

Section two: Ownership of the land or building

2.1 What is your interest in the land or building? Tick the relevant box below:

- ☒ You have **freehold or heritable ownership** of the land or building.
- ☐ You **plan to purchase the freehold or heritable ownership** of the land or building.
- ☐ You **have leasehold ownership** of the land or building.
- ☐ You **plan to lease** the land or building.
- ☐ This is **not applicable** to your project.

2.2 Freehold or heritable ownership

If you already own the land or building you must send us:

- a copy of your Sasine or Land Registry Certificate or a solicitor's letter confirming ownership.

Tick here to confirm that you have sent us this document



2.3 Purchasing land or buildings

If your project will involve purchasing the freeholder heritable ownership or leasehold of a land or building you must send us:

- a timetable for the purchase
- an independent surveyor's report (which is less than six months old) on the condition of the land or building, its current open market valuation for the purpose of the project (with any restriction upon usage noted) and whether it is suitable for this purpose

Tick here to confirm that you have sent us these documents

☐

2.4 Leasing land or a building

If you are leasing or plan to lease land or a building you must send us:

- a copy of your lease or draft lease.

Tick here to confirm that you have sent us this document

☐

If you are leasing or plan to lease land or a building, complete the following:

2.4.1 Leasehold interest

Tick one box below:

- ☐ You:
- are delivering **capital works with a capital grant of less than £100,000**
 - have, or will obtain, a **leasehold interest** in the land or building which cannot be brought to an end by the landlord **for at least 5 years**
- ☐ You:
- are delivering **capital works with a capital grant of £100,001 or more but less than £350,000**
 - have, or will obtain, **an assignable lease** in the land or building **for at least 10 years without a break clause.**
- ☐ You:
- are delivering **capital works with a capital grant of between £350,000 and £5million and**
 - have, or will obtain, an assignable lease in the land or building **for at least 20 years without a break clause**
 - understand that **we will take a legal charge/standard security** over the lease if you are awarded a grant

What is the length of the assignable lease?

 years

2.4.2 Lease suitability

By referring to your lease or draft lease, answer the following:

- a) Do you still need to get the landlord's consent to the proposed work? ☐ Yes ☐ No
- b) Does the lease have any restrictions, covenants or easements on the title that would prevent the project being delivered? ☐ Yes ☐ No
- c) Is the lease assignable to another third sector organisation which has similar aims and objectives? ☐ Yes ☐ No
- d) Does the lease have a rent review provision within the minimum lease term or asset liability period? ☐ Yes ☐ No
- e) Is there is a break clause which would allow the landlord or the tenant to terminate the lease before the end of the asset liability period? ☐ Yes ☐ No
- f) Does the lease contain any clauses prohibiting the advertising of our involvement in funding the project? ☐ Yes ☐ No

If you have ticked 'yes' to any of the questions in 2.4.2 please provide details. (Maximum 300 words)

Section three: Statutory consent

3.1 Planning approval

Does your capital project require planning permission?

✓ Yes – please complete the following

☐ No - go to 3.2

If planning permission is required, tick the relevant box below:

☐

You have **obtained planning permission** and you are sending us:

- a copy of the planning consent with any conditions attached

☐

You have **applied for planning permission but are yet to have it granted** and you are sending us:

- a copy of your planning application and confirmation that it has been received by the local planning office together with any correspondence relating to any consultations with them

☒

You are **yet to apply for planning permission but you have consulted with your local planning authority**

☐

You are **yet to consult your local planning authority**

What is the name of your local planning authority?

Sunderland City Council

What is your planning application number?

3.2 Listed building consent

Does your capital project require listed building consent?

☐ Yes – please complete the following

✓ No - go to 3.3

If listed building consent is required, tick the relevant box below:

☐

You have **obtained listed building consent** and you are sending us:

- a copy of your listed building consent with any conditions attached

☐

You have **applied for listed building consent but are yet to have it granted** and you are sending us:

- a copy of your listed building consent application together with any correspondence relating to any consultations with the local planning office

☐

You are **yet to apply for listed building consent but you have consulted with your local conservation authority**

☐

You are **yet to consult your local conservation authority**

What is the name of your local conservation authority?

What is your listed building consent application number?

3.3 Building Regulations or Standards approval

Does your capital project require Building Regulations or Standards approval?

☐ Yes – please complete the following

✓ No - go to 3.4

If Building Regulations or Standards approval is required:

What is the name of your local building control authority?

What is your Building Regulations or Standards application number?

Who will be carrying out the role of Building Control Inspector?

3.4 Other consents

Please provide details of any other statutory consents you have or need to obtain. (Maximum 300 words)

Phase 1

Planning permission will be required for improvement works to the promenade.

At the time of writing the project team is preparing the planning application for submission in early October 2012.

Planning Permission for the Seaburn Shelter element of Phase 1 was secured in early 2012 (11/03065/FUL). The approval certificate can be found in Appendix B. A Highway Stopping up Order has also been secured alongside this permission.

Phase 2a

Traffic Regulation Orders will be required for phase 2 of the project for alterations to parking and highway regulations at Whitburn Road. The preparation of the Traffic Regulation Order application will commence in February 2013.

Phase 2b

The realignment of Lowry Road including junction improvements will require a Stopping-up Order to extinguish existing areas of highway; and an application for planning consent for the development of new areas of highway. New highway restrictions will require a Traffic Regulation Order.

Phase 3

Land Drainage Consent may be required for green infrastructure and sustainable drainage interventions depending upon the outcome of the drainage feasibility study.

The Planning Case

There will not be any significant impediment to the approval of planning permission for proposed works.

Planning Consent for an initial round of promenade improvements at Seaburn was secured in 2010 (10/02495/LAP). A precedent is therefore set for further the continuation of these works as part of phase 1.

The proposals above are identified in the Seaburn Masterplan and Design Code Supplementary Planning Document. Sunderland City Council adopted this document in 2011, as part of its Local Development Framework. As such the document will carry significant material weight when determining the relevant applications for planning consent and sets a statutory framework for the delivery of the proposals.

A letter of support from the Local Planning Authority can be viewed in Appendix B

Section four: Site appraisals

4.1 Asbestos

- a) Are the planned works intrusive and will a Refurbishment and Demolition Survey as defined by the Health and Safety Executive within 'Asbestos: The survey guide (HSG264)' be required? ☐ Yes ☒ No
- b) Has an asbestos survey been undertaken? ☒ N/A ☐ Yes ☐ No
- c) If you have undertaken an asbestos survey have all the recommendations from the report been included in your cost plan? ☒ N/A ☐ Yes ☐ No

4.2 Schedule of surveys

You must send us the site survey reports from all site investigations that have been undertaken by competent registered professionals. This may include ground conditions, drainage and services, asbestos and surveys of existing buildings.

Please provide details of the site survey reports you are sending us:

Type of Survey	Reference number	Date of survey
Existing Topographical Survey	SV/01	July 2012
Bird Survey	SV/03	June 2010
Utilities Location Plan	SV/02	July 2012

Section five: Design information

5.1 Method of construction

Describe the method of construction and the building specification. Include:

- the proposed size and form of the building
- the choice of building materials
- an outline specification of all the building elements
- the order in which the building works will take place

Your description should cover the proposed specification of the foundations, frame (for example, steel, concrete, timber), roof construction, external walls, windows, heating system, cooling system, lighting system, internal floor wall and ceiling finishes, IT and communication systems. (Maximum 500 words)

Phase 1 - Promenade Works

- Pink Granite Steps - 200x400x random lengths & specials
- Porphyry Granite setts - 100x100x80mm, Cropped, 5 colour Violet Mix, 10/5mm mortar joints mortar to be Stein-tec or similar approved
- Asphalt Upper Promenade - Mastertint, Colour: Grey, Supplier: Tarmac
- Asphalt Lower Promenade - Mastertint, Colour: Buff, Supplier: Tarmac
- Timber Planters - FSC Hardwood Iroko or similar approved

- Ornate/Bespoke handrails and railings to steps and raised viewpoint - To be agreed
- Semi-mature trees and landscaping - Specialist suppliers to be approved
- Glacial boulders - random sizes, Supplier: CED or similar approved
- Local Cannonball Limestone - Reclaimed from site and local quarry.
- Street furniture - Streetlife and Escofet

Phase 2a - Highways

- New Kerb - Black Basalt Granite 150x300xrandom lengths
- 1m wide Porphyry Granite setts - 100x100x80mm, Cropped, 5 colour Violet Mix, 10/5mm mortar joints mortar to be Stein-tec or similar approved
- Asphalt Shared Surface - Mastertint, Colour: Buff, Supplier: Tarmac
- Public realm on development side - New Nedland Blocks pavers 80mm thick, Colour: Velde Waterstruck Supplier: Hardscape
- Street furniture - Streetlife and Escofet

New crossing points same as Porphyry spec (100x100x80mm, Cropped, 5 colour Violet Mix, 10/5mm mortar joints mortar to be Stein-tec or similar approved)

Phase 3

Works to be determined inline with the outcomes of the drainage study and detailed design work.

5.2 Suitability

Explain how the design of the capital project reflects the needs of the people who will use the facility which should reflect “inclusive design” and evidence of end-user consultation. Include information on the type and number of users, the activities they will undertake and any specific requirements they will have from the accommodation. (Maximum 500 words)

The Seafront at Seaburn is a resource that serves a number of different functions for a wide range of users. It represents a place for relaxation, for outdoor activity, for business and to enjoy the natural environment. Particular focus has been given to the needs of Sunderland residents city wide, all visitors to Sunderland from international to regional; and existing and future businesses both at the seafront and across the city.

The Seaburn Masterplan Delivery project has been informed by far reaching consultation to ensure that all who utilise the seafront can benefit from investment into the area and that the seafront will be inclusive to all. Further information on the consultation process can be found in section 3.0 of the business case.

The designs of the different phases of the project have been and will continue to be informed by consultation with end users and key stakeholders. The interventions will meet the needs of those who use the area in the following ways:

Phase 1

The Seaburn Shelter redevelopment will provide a range of much needed indoor café/restaurant uses facilities suitable for visitors to the seafront including those with children. Ambient male and female toilets, changing and baby changing facilities are designed to meet the needs of all users. The RNLI and Resorts team will be accommodated within the building

Investment at the promenade will support new businesses in the shelter by providing an enhanced setting. Events infrastructure will provide new opportunities for outdoor activity for visitors and residents and in doing so draw more visitors to the area for the benefit of local businesses.

Landscaping will deliver improved viewing areas which are fully accessible for those with disabilities and for pushchairs.

Careful consideration has been given to the choice of materials and the range of street furniture to be used in order to meet the needs of all.

Phases 2a and 2b

Whitburn Road Carriageway Works / Lowry Road

An improved pedestrian environment, new areas of events space, improved areas for cyclists and improved access for disabled persons will benefit residents and visitors alike and encourage more people to the area. The road calming measures will increase people's perception of security particularly for the less mobile of those with young children.

Improved accessibility arrangements and an improved setting will support the needs of local businesses.

Infrastructure works will be essential to unlocking the wider development site at Seaburn. In the longer-term, comprehensive redevelopment facilitated by the highway works will deliver new leisure opportunities for visitors to Seaburn and new commercial opportunities for both new and existing businesses.

Phase 3

Green infrastructure investment will provide new opportunities for outdoor recreation for all users of the seafront - improving opportunities for cyclists and walkers and creating safe and accessible spaces for children and young families.

The sustainable drainage element of the works will be key to unlocking and future proofing the wider redevelopment site, securing new leisure opportunities for visitors to Seaburn and new commercial opportunities for new and existing businesses.

5.3 Accessibility

Tell us how the building and the site will allow access to and use by all areas of the community. You may find it helpful to refer to the following:

- the Equality Act 2010
- in England and Wales: Approved Document M – Access to and use of buildings (Building Regulations 2004)
- in Northern Ireland: Part R - Access and facilities for disabled people (Building Regulations) 2000
- in Scotland: Building Standards (Scotland) Regulations 2004
- BS 8300:2009 Design of buildings and their approaches to meet the needs of disabled people

Include details on: baby care facilities, wheel chair accessibility, ramped access, induction loops for the hearing impaired, accessible toilet provision, clear embossed signage or use of colour contrast that can be used by or aid people who have a visual impairment, lifts and other public access issues. (Maximum 500 words)

Taking into account the Equality Act 2010, and general best practice, the vision for the Seafront Regeneration project states that the Seafront should be accessible to all. The understanding of the needs of disability groups afforded by public consultation, and targeted consultation with the Disability Advisory Group, has ensured that this vision will be translated into the interventions on the ground at Seaburn Ocean Park.

Designs will be in accordance with 'Local Transport Note 1/12 – Shared Use Routes for Pedestrians and Cyclists' and other appropriate guidance.

Phase 1

Seaburn Shelter will include a fully accessible Change Place facility and baby changing facility suitable for the disabled. The facility will be accessible 24 hours a day via a RADAR Key. Both male and female ambient toilets suitable for wheelchair users will also be available.

A variety of new street feature has been specified which will be suitable for a range of users of the promenade, including high backed seating for the elderly and less mobile.

Consultation with the visually impaired has informed specification of the project. It has been ensured that seating, bins and other items of street furniture contrast in colour to the promenade surface materials, in order to assist in way finding and minimise the risk of tripping. Landscaping and ground works proposals utilise contrasting coloured materials to avoid tripping where changes in level have been introduced.

A consistent and linear arrangement of all items of street furniture will assist in navigation for the visually impaired and reduce the potential for tripping.

A comprehensive signing strategy to accompany the promenade works will utilise legible city principles – a coherent and clear approach, which will incorporate tactile signing.

Ground works will remove an existing high kerb to enable access for wheel chair users and the less mobile onto a raised path area and viewing point above the promenade to enjoy the panoramic views of the seafront

Phase 2a

Improvements to pedestrian areas will integrate with phase 1, sharing the specification of street furniture and materials to ensure consistency across the public realm. A contrast in colour will be utilised to clearly delineate the pedestrian areas and Cycle Route 1; and to identify the area of shared space, which will span Whitburn Road.

The modernisation of crossing points will introduce tactile spinners to assist those with sensory impairments. Areas of dropped kerb will be significantly improved ensure they can be safely used by those crossing a road who are less able or in a wheelchair.

The rationalisation of parking arrangements at Whitburn Road will remove the current unsafe disabled parking arrangements and position disabled bays to allow more convenient access to the promenade and foreshore area.

In all cases a consistent use of tactile paving will be incorporated into public realm works, in accordance with guidance from the Department for Transport.

Continuing work with disability groups will ensure that the emerging detailed designs and specifications for phases 2b and 3a will incorporate measures to ensure accessibility for all at Seaburn is maximised.

If all or part of the project will be delivered in Wales, will all signage to the land or building be bilingual in both Welsh and English? ☒ N/A ☐ Yes ☐ No

5.4 Sustainability

Describe how sustainable development has been included in your project design, materials and building services. You should refer to key planning and best practice guidance notes such as:

- Planning Policy Statement 1 (PPS1): Delivering Sustainable Development
- Planning Policy Statement (PPS1): Planning and Climate Change
- Planning Policy 22 (PPS22): Renewable Energy
- Approved Document Part L Building Regulations 2010: Conservation of Fuel and Power
- BREEAM related assessment schemes and Green Guide Specification.

Include details on: energy use and efficiency, water consumption, waste disposal and pollution. (Maximum 300 words)

Sustainability has been built into all elements of the Seaburn project from the outset.

In accordance with the European Directive 2001/42/EC the Seaburn Masterplan was subject to a Strategic

Environmental Assessment (SEA) and Appropriate Assessment (AA). The SEA was prepared alongside the Masterplan to ensure the environmental, economic and social impacts of the project were identified and SEA sustainability objectives addressed. The AA was prepared to ensure the project would not adversely impact the nearby European designated Northumbria Coast Special Protection Area (SPA) and Durham Coast Special Conservation Area (SAC). The recommendations of both reports were integrated into the Masterplan and will inform all project designs. Monitoring against the recommended mitigation measures will take place.

The Seaburn Masterplan and future comprehensive development align to the National Planning Policy Framework's principles of sustainable development by seeking to build a strong competitive economy, future proof against climate change, safeguard the natural environment and promote healthy communities.

The 3 phases of works will contribute towards meeting these principles:

Phase 1 works will deliver improved sea defence measures as part of the improvements. Specialist advice was sought from Coastal Engineers to ensure the design would protect the promenade and buildings from future coastal flooding. Works will support new local businesses and provide improved opportunity for outdoor activity. The Seaburn Shelter development proposal utilises passive solar design techniques and 80% of specified materials are rated A in the BRE Green Guide to Specification.

Phase 2 will introduce measures to improve opportunities for cycling, walking and outdoor activity alongside the economic benefits of the project for existing and future businesses.

Phase 3 of the project will deliver a strategy for site-wide sustainable drainage solutions to future proof against the impacts of climate change and enhance biodiversity in the area. Works will comply with the provisions of the Flood and Water Management Act 2010.

Across all phases of works the City Council will seek to use materials and products with low levels of embodied carbon, sourced from sustainable locations.

5.5 Constraints

Tell us about any project constraints you have identified, including any design issues that have yet to be resolved. (Maximum 300 words)

The Seaburn Masterplan area is within the zone of influence of two European designated sites – The Durham Coast SAC and Northumbria Coast SPA (see section 5.4). Several sites of Nature Conservation Importance (SNCI) surround the site including a Regionally Important Geological/Geomorphologic Site (RIGs).

All phases of works must take account of the recommendations and proposed mitigation measures set out in the Seaburn Masterplan Appropriate Assessment and SEA; as well as the associated wetland bird survey and assessment.

A Strategic Flood Risk Assessment for Sunderland identifies that groundwater flooding issues exist in the Seaburn area. The whole of the masterplan is within a critical drainage area. The southern part of the Seaburn site is classed as Floodzone 3B.

Phase 1:

- Promenade designs take account of the presence of underground utility and plant.
- On-site works are to be carried out alongside the development of the Seaburn Shelter. Collaboration with the developer and project architects is ongoing to minimise conflict.
- A strict project deadline of July 2013 is in place in order to complete works ahead of the Sunderland International Airshow. A robust project plan has been devised (see Appendix C of the business case)

Phase 2:

- Detailed design proposals will need to take account of underground utility and plant identified in Site Survey SV/02

Phase 3:

- Detailed design proposals will need to take account of underground utility and plant identified in Site Survey SV/02
- Site level changes will require areas of Fill.
- The presence of the Cut Throat Dene and Roker Burn Water Course will need to be managed throughout the project.

The project risk registers attached to Appendix C of the Capital Delivery Plan identify the potential range of risks faced by the project.

Section six: Schedule of drawings

Your design drawings should be developed to RIBA Work Stage D (Design Development) and will therefore present co-ordinated architectural, structural, mechanical and electrical information. You should provide the drawings and design information listed below:

- **A location plan** (minimum scale 1:1250) – The project site should be outlined in red with your building (or proposed footprint for a new build) outlined in blue. The surrounding road names should be provided.
- **An existing site** (minimum scale 1:200) – The existing buildings, roads, gardens and open spaces should be clearly visible.
- **A proposed site plan** (minimum scale 1:200) – The position of the proposed building, any vehicular access, boundary walls and any surrounding buildings should be clearly visible.
- **Floor plans** (minimum scale 1:50 or 1:100; A3 minimum size) – The existing (where applicable) and proposed floor plans should be provided, noting the gross internal floor area in square metres and annotated with specification notes.
- **Elevations and sections** (minimum scale 1:100) – The existing (where applicable) and proposed dimensioned elevations should be provided, annotated with specification notes.
- **Colour photographs** – Recent photographs of the existing site or buildings.

Provide a list of all the drawings you are sending us:

Description	Drawing number	Date of drawing	Revision number
Site location plan	P/01	July 2012	
Phase 1 Promenade and Seaburn Shelter	P/02	July 2012	
Seaburn Shelter detailed drawings	P/03	May 2011	
Phase 1 Promenade detailed cross section	P/04	July 2012	
Phase 2a/2b Highway and public realm proposals	P/05	July 2012	
Phase 3 Green infrastructure and sustainable drainage proposals	P/06	July 2012	
Photographic survey	P/07	July 2012	

Section seven: Project management strategy

7.1 Project programme

Provide approximate dates together with a Gantt Chart programme for when you believe each of the following tasks will start and finish:

Dates inclusive of delivery of phases 1-3.

Detailed Gant Charts for each phase can be found in Appendix C of the Business Case.

	Start (dd/mm/yyyy)			Finish (dd/mm/yyyy)			Not applicable
Purchase							✓
Appoint consultants Phase 3	07	01	2013	07	05	2013	<input type="checkbox"/>
Design activity including surveys (All phases)	24	07	2012	13	12	2013	<input type="checkbox"/>
Listed Building consent							✓
Building Regulations or Standards approval							✓
Planning consents Phases 1 and 2b	10	10	2012	23	04	2014	<input type="checkbox"/>
Construction Procurement All Phases	08	08	2012	21	04	2014	<input type="checkbox"/>
Construction period* All Phases	08	01	2013	14	11	2014	<input type="checkbox"/>
Building Regulations or Standards Final Completion Certificate							✓
Start of business operations							✓

* If you are awarded a capital grant, you will need to start on site within twelve months of being awarded a grant

7.2 Procurement strategy

Explain your proposed procurement strategy including the method and the form of contract to be used.
(Maximum 300 words)

Sunderland City Council's Procurement Procedure rules are set out in the Council Constitution.

The City Council's Corporate Procurement team will support the Seaburn project team in order to ensure that the procurement processes will be compliant with all applicable statutory provisions, the applicable European procurement rules, the Council's Constitution and procurement codes of practice.

The Seaburn project will involve the procurement of external third parties to carry out on-site works. Phase 3 (Drainage and Green Infrastructure Works) will in addition require the procurement of specialist drainage consultants. Each phase of works will undergo a separate procurement process to be agreed with the Corporate Procurement Team.

Due to the high level of interest shown from third parties for contracts previously tendered at the Seafront, the restricted procedure will be used for all tender processes. This procedure enables award of contract only to a third party pre-selected by the Council. A Pre-qualification Questionnaire (PQQ) will be provided to all third parties requesting to participate, to determine eligibility, financial standing and technical capacity.

Invitations to tender to eligible third parties will include the Council's requirements for the Contract. Due to the transformational and regeneration aspirations of the project, evaluation criteria weightings are to be 60% quality and 40% cost. Rules and instructions for the submission of tenders, the opening of tenders, rules on amending tender bids and/or errors will also be included in tender documentation.

All contracts awarded will be in writing or in an approved electronic format. The form of contract will be determined by the City Council's Head of Law and Governance and will be executed in accordance with Article 14 of the Council's Constitution.

A copy of all advertisements will be placed on the Council's Internet 'Tender's Available' Web Page.

7.3 Professional team

Give details of the team of outside professionals who are involved in your project. Where relevant, also tell us the name and address of the organisation appointed to lead on each of these areas.

	Not applicable	Appointed	To be appointed	Organisation name and address
Acoustic Engineer	✓	<input type="checkbox"/>	<input type="checkbox"/>	
Archaeologist	✓	<input type="checkbox"/>	<input type="checkbox"/>	
Landscape Architect	<input type="checkbox"/>	✓	<input type="checkbox"/>	Sunderland City Council, Burdon Road, Sunderland, SR2 7DN
Architectural Technologist		✓	<input type="checkbox"/>	Sunderland City Council, Burdon Road Sunderland, SR2 7DN
BREEAM Assessor	✓	<input type="checkbox"/>	<input type="checkbox"/>	

Building Surveyor	✓	<input type="checkbox"/>	<input type="checkbox"/>	
CDM Co-ordinator	<input type="checkbox"/>	<input type="checkbox"/>	✓	
Highway Engineers	<input type="checkbox"/>	<input type="checkbox"/>	✓	Sunderland City Council, Burdon Road, Sunderland, SR2 7DN
Environmental Surveyor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Mechanical Electrical/Lighting Engineer		✓	<input type="checkbox"/>	Aurora (Balfour Beatty), Basingstoke Office, Ashwood Park, Ashwood Way, Basingstoke, Hampshire, RG23 8BG
Project Manager	✓	<input type="checkbox"/>	<input type="checkbox"/>	
Quantity Surveyor	<input type="checkbox"/>	✓	<input type="checkbox"/>	Sunderland City Council, Burdon Road, Sunderland, SR2 7DN
Structural Engineer and Sea Defence		✓		Sunderland City Council, Burdon Road, Sunderland, SR2 7DN
Site works Contractors	<input type="checkbox"/>	<input type="checkbox"/>	✓	
Drainage consultant (Phase 3)	<input type="checkbox"/>	<input type="checkbox"/>	✓	
Topographical Surveyor	<input type="checkbox"/>	✓	<input type="checkbox"/>	David Brien Surveying, 57 Park Lea, Sunderland, SR3 3SZ

7.3.1 Tell us briefly the role and responsibilities of the following professional team members:

	N/A	Role and responsibilities
Landscape Architect	<input type="checkbox"/>	<p>The Landscape Architect will be involved in all phases of works and undertake the following:</p> <ul style="list-style-type: none"> - Initial site appraisal. - Oversee necessary site surveys, utilities service Searches and other investigations - Appoint consultants to carry out specialist survey work - Develop detailed landscape design proposals (Phase 1, Phase 2a and 3) - Liaise with relevant stakeholders as necessary, including transport and engineering; Aurora Street lighting; local businesses; residents and interest groups; Statutory agencies. - Report to the Seafront project group where required - Oversee CDM coordination for the project - Provide full project costings within the agreed project budget - Assist with procurement of contractors to deliver work on site - Ensure works are carried out in accordance with all necessary consents and approvals. - Appoint a Clerk of Works to oversee on site delivery.
Architectural Technologist	<input type="checkbox"/>	<ul style="list-style-type: none"> - Support the Landscape Architect in the production of all plans required to deliver the project.
Building Surveyor	<input checked="" type="checkbox"/>	
CDM Co-ordinator	<input type="checkbox"/>	<p>The CDM coordinator will be involved in all phases of works. The CDM Coordinator Will be managed by the lead design Team for each phase of works.</p> <p>The CDM Coordinator will undertake Construction Design and Management (CDM) co-ordination for the project in keeping with the Construction (Design and Management) Regulations 2007:</p> <ul style="list-style-type: none"> - Notify details of the project to the Health and Safety Executive. - Co-ordinate health and safety aspects of design work and co-operate with others involved - Facilitate good communication between the client, designers and contractors. - Liaise with the principal contractor regarding ongoing design work. - Identify, collect and pass on pre-construction information. - Prepare/update the health and safety file.
Highway Engineer	<input type="checkbox"/>	<p>The Highway Engineers will support the delivery of phases 2a and 2b:</p> <ul style="list-style-type: none"> - Work with the Landscape Architect to develop detailed design proposals for phase 2a - lead the development of detailed design proposals for Phase 2b (Lowry Road realignment) - liaise with - Oversee the securing of statutory applications for highway works where necessary including Traffic Regulation Orders, Stopping Up Orders and - Assist with the preparation of materials to support a planning application (phase 2b) - Report to the Seafront project group where required - Provide full project costings within the agreed project budget

		<ul style="list-style-type: none"> - Liaise with relevant stakeholders as necessary, including transport and engineering; Aurora Street lighting; local businesses; residents and interest groups; Statutory agencies. - Ensure works are carried out in accordance with all necessary consents and approvals
Mechanical and Electrical/Lighting Engineer		<p>Lighting engineers will oversee the development of lighting proposals for Phase 1:</p> <ul style="list-style-type: none"> - Develop a fully costed design scheme. - Meet with relevant stakeholders and organisations as necessary. - Liaise with the Landscape design team appointed to deliver Phase 1 works - Support the preparation of materials necessary for the submission of planning permission and Environmental Impact Assessments, where required. - Develop a maintenance plan for the lighting scheme <ul style="list-style-type: none"> - Ensure the work is carried out in accordance with all consents and approvals - Oversee on-site delivery of the work <ul style="list-style-type: none"> - Ensure the project including fees is delivered within the allocated budget. - As required update the Project Team on progress
Project Manager	<input type="checkbox"/>	<p>The project manager will oversee the day to day running of the entire project:</p> <ul style="list-style-type: none"> - Liaise with all relevant stakeholders as necessary - Ensure that the project is delivered within the project tolerances - organise any public and stakeholder consultation - Report to the seafront project group where necessary - Oversee all procurement processes with the support of corporate procurement team - Liaise with all professional team members involved in the delivery of the project - Identify project risks and issues, which may require changes to the project direction and Notify the seafront project group as required - Oversee budget monitoring with the support of the Corporate Financial Management - Support the Communications and media team in responding to queries and other project related matter
Quantity Surveyor	<input type="checkbox"/>	<p>The Quantity Surveyor will provide full project costings for all phases of the project.</p>
Structural Engineer		<p>The structural Engineers will provide design and engineering advice and support to the Landscape architect to inform proposals for phase 1a, particularly with regard to coastal defence measures.</p>

7.3.2 Who will lead the professional team?

Ben Winter (Project Manager)

7.3.3 Who will be able to provide us with regular updates on the progress of your capital project?

Ben Winter (Project Manager)

7.3.4 Who is designing the mechanical and electrical engineering installations?

N/A

7.3.5 Who is monitoring the mechanical and electrical installations to completion?

N/A

7.4 Your management team

Tell us about your internal team including roles, responsibilities and experience of work of this nature.
(Maximum 300 words)

You may wish to send us a Management Structure diagram with your capital delivery plan.

Programme Management

Colin Clark - Head of Property and Planning

Janet Johnson – Deputy Chief Executive

Overall responsibility and authority for the delivery of the Seaburn Masterplan and Seafront Regeneration Project.

Project Management

Daniel Hattle - Project Executive – Responsible for ensuring that all key decisions affecting the direction of the project will contribute to meeting project objectives. chair of the Seafront Project Group

Seafront Project Group - A multi-disciplinary working group of officers - representing Council and other organisations with a stake in the Seafront. Provision of strategic direction of the project.

Ben Winter – Project Manager - Day-to-day management of the project, Delivery on budget on time, and in accordance with the project objectives.

Senior Suppliers

The senior suppliers provide specialist knowledge essential to the delivery of the project.

David Gustard —Senior Surveyor – Property market advice, Strategic Land acquisitions, QS services.

Kevin Bond – Risk Assurance Specialist - Advice and guidance on all aspects of risk management and assurance

Stuart Norman – Accountant– Financial scrutiny and project budget monitoring

Stephen Lumsdon – Corporate Procurement – Provision of specialist procurement advice, Procurement of 3rd Party contractors , contract management

Jonathan Rowson – Solicitor – General legal advice for all aspects of the project

Jane Perverley – Communications Manager – External communication and consultation

Rose Peacock – Press Officer – Press relations and publicity.

A full project structure diagram can be found attached in Appendix D

The Management team has considerable experience of delivering large-scale physical works in coastal areas.

The majority of personnel have been directly involved in the delivery of Phases 1 and 2 of the Marine Walk Masterplan at Roker, Seaburn's twin resort.

This award winning £1.5m project delivered significant physical improvements to the promenade and events infrastructure at Marine Walk, incorporating new lighting, earthworks, landscaping street furniture and areas of public art. A second phase of works will commence in Winter/Spring 2013.

7.5 Managing costs

Explain the process you will use to manage costs and the overall budget including how you will make payments to contractors. (Maximum 300 words)

Sunderland City Council has a Financial Resources Service, which will provide specialist financial support to the Seaburn Delivery Project.

A robust and detailed cost plan has been provided to accompany the bid. This provides the budget framework for the project, and financial management support will be delivered in accordance with the Council's Financial Procedure Rules.

To ensure adherence to the project budget framework, dedicated financial management support will be provided by the City Council's Financial Resources Service. This section provides financial management services to all directorates of the council, schools and some external organisations.

The Financial Resources Service will work in partnership with the project manager to provide budget monitoring, forecasting and reporting arrangements for the Seaburn Delivery project.

The dedicated budget manager will assist the project manager in the day to day financial management of project budgets. The budget manager will be responsible for budget scrutiny to ensure the project remains within the agreed 10% budget tolerance as far as possible.

Where the project may need to exceed the budget tolerances, this must be agreed with the budget manager and by the Project Executive.

7.6 Managing change

Describe the process you will follow to ensure that the final design and costs do not vary outside of the original project limits or boundaries including how you will agree requests or alterations to the design. (Maximum 300 words)

You may wish to send us your Change Control Register with your capital delivery plan

The Seaburn Masterplan Delivery project is a large scale and complex programme of physical works. It is inevitable that issues will emerge during the lifetime of the project. A common approach to change control has therefore been established to represent a continuous and effective management process, which ensures emerging issues will not allow the project to lose focus, become unresponsive to stakeholders or drift out of control.

In the first instance, a project initiation document has been prepared and agreed by the Project Manager and Project Board, which sets out the project objectives, project scope and project tolerances. Any significant changes to the project, which may affect the identified scope and tolerances will require approval by the Project Executive in order to keep costs within the agreed limits.

The Project Manager will be responsible for change management on a day to day basis. An issues register has been devised in order to capture and maintain information on all issues as they occur.

A copy of the issues register can be found in Appendix E.

In each case the issues register will record the date and description of the issue, its cause and potential impact,

determine the severity or potential impact, and the action to be taken. The issues register identifies the person responsible for managing that issue or change.

As an issue progresses, the issues register is updated until the issue is resolved. Where required the issue will be recorded in project risk register (see Appendix C).

Where required, the potential changes to the project identified on the issues register will be escalated by the project manager to the Seafront Project Group. The project group meets on a monthly basis and will authorise all decisions on change management.

7.7 Managing risk

Tell us how you will manage risk on the capital project. (Maximum 300 words)

Sunderland City Council recognises that Risk Management is one of the principal elements of Corporate Governance.

Risk Management in Sunderland

The Council has adopted the International Standard ISO 31000 principles and guidelines, which set the framework for how risk is managed. A dedicated team of Risk & Assurance Specialists support all services and projects with the application of the framework that best meets the needs of the individual area.

Risk Management Seaburn Project

With the support of the appointed Risk & Assurance Specialist, all stakeholders are engaged in all stages of the risk management process in respect of the following:

Establish the Context	Clarifying the project background and objectives
Identification of risks	A comprehensive review of the risks that may impact upon the project achieving its objectives
Risk analysis	What is the likelihood of the risk and the severity or impact
Risk evaluation	Prioritising the risks based on the severity and likelihood
Risk treatment	Actions to address the causes of the risks and to reduce the impacts

The outcomes from the initial analysis are captured in a project risk log Appendix C. This will be reviewed regularly with individual officers.

The Seafront Project Group will receive risk reports on a regular basis.

The Project Delivery Team will be responsible for the day-to-day management and taking appropriate risk decisions within its remit. Where risks are beyond its remit or are exceed the agreed tolerance they will escalate to the Seafront Project Group for resolution.

The Project Manager will be responsible for coordinating all risk management activities, and the Risk strategy is

adopted throughout all areas of the project.

The Risk and Assurance Specialist will provide advice on all aspects of risk management arrangements, and provide resource to undertake any assurance work where necessary.

7. 8 Risk register

Provide us with a copy of your risk register. The risk register should establish the key project risks and provide an assessment of the impact and probability of each risk occurring. You should identify an individual who is responsible for managing each risk and any controls or actions required to remove or limit their impact. You may choose to link the level of project contingency with the risk register by pricing each individual risk.

Please tick here to confirm that you are sending us this document.



Section eight: Finishing your capital delivery plan

Data Protection, Freedom of Information and Welsh language

Your signatures on this form will be taken as confirmation of your understanding of our obligations under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Welsh Language Act 1993 and your acceptance that we will not be liable for any loss or damage to you pursuant to our fulfilment of our obligations under the relevant law.

Data Protection

We will use the information you give us during assessment and during the life of your grant (if awarded) to administer and analyse grants and for our own research purposes. We may give copies of all or some of this information to individuals and organisations we consult when assessing applications, administering the programme, monitoring grants and evaluating funding processes and impacts. These organisations may include accountants, external evaluators and other organisations or groups involved in delivering the project.

We may share information with organisations and individuals with a legitimate interest in Lottery applications and grants or specific funding programmes. We have a duty to protect public funds and for that reason we may also share information with other Lottery distributors, government departments, organisations providing matched funding or for the prevention and detection of crime.

We might use personal information provided by you in order to conduct appropriate identity checks. Personal information that you provide may be disclosed to a credit reference or fraud prevention agency, which may keep a record of that information.

If you provide false or inaccurate information in your application or at any point in the life of any funding we award you and fraud is identified, we will provide details to fraud prevention agencies, to prevent fraud and money laundering. You can obtain further details explaining how the information held by fraud prevention agencies may be used from our Head of Information Governance, by emailing dataprotection@bigund.org.uk or by telephoning our advice line on 0845 4 10 20 30, or by writing to: Head of Information Governance, Big Fund, 1 Plough Place, London, EC4A 1DE.

We might use the data you provide for research purposes. We recognise the need to maintain the confidentiality of vulnerable groups and their details will not be made public in any way, except as required by law.

Freedom of Information Act

The Freedom of Information Act 2000 gives members of the public the right to request any information that we hold. This includes information received from third parties, such as, although not limited to grant applicants, grant holders, contractors and people making a complaint.

If information is requested under the Freedom of Information Act we will release it, subject to exemptions; although we may choose to consult with you first. If you think that information you are providing may be exempt from release if requested, you should let us know when you apply.

Welsh Language Act

Under the Welsh Language Act 1993 all public bodies in Wales and organisations that receive funding from public bodies in Wales must meet the requirements of the Act in providing a bilingual service to the public in Wales.

This means that all Big Fund grant holders must:

- promote their project bilingually and provide bilingual versions of all publicity materials, including publications and websites, paid for by our grant
- advertise all posts paid for by our grant in both English and Welsh in the press and consider whether the post needs to be filled by a Welsh speaker and
- consider the linguistic make-up of the community in which they work in throughout the life of the grant.

Organisation name

Sunderland City Council

- We confirm that the project proposed in this capital delivery plan has been developed up to RIBA stage D – Design Development.
- We confirm that we will be able to start on site within twelve months if we are awarded a grant.
- We confirm that we are duly authorised to sign this declaration on behalf of the applicant organisation.
- We confirm that this capital delivery plan and the proposed project within it has been authorised by the management committee, other governing body or board.
- We certify that the information given in this capital delivery plan is true and confirm that the enclosures are current, accurate and adopted or approved by the applicant organisation.
- We understand that, if we make any seriously misleading statements (whether deliberate or accidental) at any stage during the application process, or if we knowingly withhold any information, this could make our application invalid and we will be liable to repay any funds.
- We understand that that Big Lottery Fund will not tolerate corruption under any circumstances and that we are expected to have clear disclosure of information, rules, plans, processes and actions in order to mitigate against the use of funds for corruption.

8.1 Signatory one This must be the Chair, Chief Executive or person of similar authority within your organisation.				8.2 Signatory two This must be the lead professional named in question 7.3.2 of this capital delivery plan.			
Title				Title			
<input checked="" type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Miss	<input checked="" type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Ms	<input type="checkbox"/> Miss
Forenames (in full)				Forenames (in full)			
Malcolm				Ben			
Surname				Surname			

Page	Winter
Position or job title	Professional team position
Executive Director of Commercial & Corporate Services	Senior Planner (Regeneration)
Signature	Signature
	
Date	Date
21.09.12	21.09.12
Telephone number	Telephone number
	0191 561 2549
Email address	Email address
malcolm.page@sunderland.gov.uk	ben.winter@sunderland.gov.uk
Home address including postcode	Home address including postcode
2 Cauldwell Close Monkseaton Whitley Bay Tyne and Wear NE25 8LP	59 Fern Dene Road Gateshead NE8 4RT

8.3 Completeness checklist

Please tick the following boxes to confirm that:

Yes



the main contact (signatory one) has signed the declaration in this section (8.1)



the lead professional (signatory two) has signed the declaration in this section (8.2)



you have fully completed all the relevant questions of this capital delivery plan



you are sending us copies of your site survey reports (4.2)

- | | |
|---|---|
| ✓ | you are sending us copies of your location, site, floor, elevation and section drawings (6) |
| ✓ | you are sending us recent photographs of the existing site or buildings (6) |
| ✓ | you are sending us a risk register (7.8) |
| ✓ | you are emailing us your capital cost plan to CCF@bigfund.org.uk |

Yes N/A

- | | | |
|--------------------------|--------------------------|---|
| ✓ | <input type="checkbox"/> | you already own the land or building and are sending us a copy of your Sasine or Land Registry Certificate or a solicitor's letter confirming ownership (2.2) |
| <input type="checkbox"/> | ✓ | you are purchasing the freehold or leasehold of land or a building and are sending us a timetable for the purchase (2.3) |
| <input type="checkbox"/> | ✓ | you are purchasing the freehold or leasehold of land or a building and are sending us an independent surveyor's report (2.3) |
| <input type="checkbox"/> | ✓ | you are leasing or plan to lease land or a building and are sending us a copy of your lease or draft lease (2.4) |
| <input type="checkbox"/> | ✓ | you have obtained planning permission and are sending us a copy of the planning consent (3.1) |
| <input type="checkbox"/> | ✓ | you are applying for planning permission and are sending us a copy of your planning application (3.1) |
| <input type="checkbox"/> | ✓ | you have obtained listed building consent and you us a copy of this (3.2) |
| <input type="checkbox"/> | ✓ | you are applying for listed building consent and are sending us a copy of your listed building consent application (3.2) |
| ✓ | <input type="checkbox"/> | you are sending us a Management Structure diagram (7.4) |
| ✓ | <input type="checkbox"/> | you are sending us a Change Control Register (7.6) |

Appendix A: Glossary of capital terms

Access audit

A part of the process of designing a building or site, which considers how disabled people will be able to access the building or site. This relates to the Equality Act 2010.

Adverse entries

Anything appearing on the documents, which prove the landowner's title to the land, which might affect the landowner's ability to use all or part of the land for the grant purposes or which might limit the use of certain parts of the land for a specific purpose or which might have an adverse impact on the value of the land.

Agreement for or to lease

Before the tenant takes a lease (confirming his leasehold ownership), the landlord might confirm in a written document called an agreement for lease that they will give the tenant a lease if certain conditions are met. If they are not met the tenant will not get the leasehold ownership. Therefore, you must be sure that you can meet the conditions of an agreement for lease if the grant depends on you having a leasehold ownership.

Architects Act 1997

The consolidating Act of the Parliament of the United Kingdom for the keeping and publishing of the statutory Register of Architects by the Architects Registration Board.

Asset management

Systematic and coordinated activities and practices through which an organisation optimally and sustainably manages its assets and asset systems, their associated performance, risks and expenditures over their life cycles for the purpose of achieving its organisational strategic plan.

Asset monitoring period

The period over which we will monitor your project to ensure that the grant purpose is being met. The period during which we will hold you responsible for the condition and use of the land and buildings funded by the grant starting from the date the capital works are completed.

Assignable lease

A term used for leasehold land and buildings to show whether the land and buildings can be sold to or given to another owner. The lease will say whether the land and buildings can be given to or sold to another owner and therefore if the lease is assignable. Often the lease will contain a number of conditions that have to be met before the lease is assignable. These conditions may include obtaining the consent of the landlord.

Break clause

A provision in a lease that allows the landlord or the tenant or both to bring the lease to an end before the full period of years has elapsed.

BREEAM

Building Research Establishment Environmental Assessment Method – BREEAM is widely regarded as a measure of best practice in environmental design and management.

Building control approval

Confirmation from the local authority building control service that project proposals and plans comply with the building regulations. Building control approval can also be given by the 'approved inspector route' using an approved inspector as an alternative to the local authority. Approved Inspectors are companies or individuals authorised under the Building Act 1984 to carry out building control work in England and Wales. The Construction Industry Council (CIC) is responsible for deciding all applications for approved inspector status.

Building and engineering works

Work required to deliver the project such as extension, modernisation or conversion.

Buildings insurance certificate

Certificate to show that there is insurance for the building and its use.

Building professional

A professional adviser, or consultant, with specialist training and knowledge employed by you to act for you.

Building regulations in England/Wales

Rules made under powers provided within the Building Act 1994, which apply in England and Wales, which cover the technical aspects of building projects (for example structural, fire safety, ventilation). You or your professional advisers will need to obtain approval that your proposals meet the regulations from the local authority or the approved agent. For further information on building regulations refer to the Department for Communities and Local Government website at www.communities.gov.uk

Building regulations in Northern Ireland

Rules made under the powers provided within the Building Regulations (Amendment) Act (Northern Ireland) 2009 cover the technical aspects of building projects. You or your professional advisers will need to obtain approval that your proposals meet the regulations from the local authority or the approved agent. For further information on building regulations refer to the Building Regulations section of the Department for Finance and Personal website at www.dfpni.gov.uk/br-legislation

Building regulations in Scotland

Rules made under powers provided within the Building (Scotland) Act 2004. For further information on Building Standards in Scotland please refer to The Scottish Government website.

www.scotland.gov.uk/Topics/Built-Environment/Building/Building-standards

Burdens and Servitudes

Rights over property that is owned by someone else for example, rights to cross land with vehicles or by laying pipes and cables

Capital assets

Assets that have a large monetary value such as land, buildings, equipment, and vehicles.

CDM coordinator

A “CDM Co-ordinator” must be appointed to advise the client on projects that last more than 30 days or involve 500 person days of construction work.

The CDM co-ordinator’s role is to advise the client on health and safety issues during the design and planning phases of construction work. They should be appointed as early as possible but no later than after initial design work is completed. ‘Initial design work’ includes feasibility studies to enable them to decide whether or not to proceed with the project, and any work necessary to identify the client’s requirements or possible constraints on the development. The CDM co-ordinator must be appointed early because the role is crucial for the effective planning and establishment of health and safety management arrangements from the start of the project. The CDM co-ordinator must be appointed before detailed design work begins.

CDM regulations

The Construction (Design and Management) Regulations 2007 and The Construction (Design and Management) Regulations (Northern Ireland) 2007. These cover health and safety regulations for building works. The people in your organisation responsible for delivering your capital project may have personal legal obligations under this legislation. Your lead designer has a responsibility to advise you of your obligations. Further information is available from the: HSE at www.hse.gov.uk/construction/cdm.htm and HSENI at www.hseni.gov.uk/guidance/guidance/industries/construction_3_column.htm

Certificate of practical completion

Certificate issued under the building contract (by contract administrator) to show that the building works are complete apart from any defects. While not necessarily complete in every respect, the building should be safe and capable of occupation. The issue of this certificate represents a significant contractual milestone.

Certificate of Title

A written document (on our standard form) from a solicitor confirming that the grant recipient is the leasehold, heritable or freehold owner of the land and buildings to which the grant relates and that there are no restrictions which might stop the grant being used for the grant purpose.

Chartered Institute of Architectural Technologists (CIAT)

The qualifying body for Chartered Architectural Technologists (MCIAT) and professional Architectural Technicians (TCIAT). For further information visit the CIAT website (www.ciat.org.uk)

Community of interest

A collaborative group of people who share a common interest, goal, mission or business process and therefore may not be easily defined by a particular geographical area.

Contingency

An amount of money (usually expressed as a percentage) built into the total project costs in case part of the project costs more than you thought.

Contract administrator

The person or organisation (for example architect, architectural technologist or technician, engineer or building surveyor) named within a building contract to manage the terms of the contract between you and the contractor.

Contractor

The organisation carrying out building work for a pre-agreed cost and within a set timescale.

Covenant

A formal promise of a legal responsibility to another person to take action or not to take action.

Deed of Dedication

The Deed of Dedication is a document the grant recipient (as landowner of the freehold or leasehold) must sign to confirm that the land or buildings will be used for the grant purpose and will not be disposed of or transferred without the consent of the Big Lottery Fund.

Easements

Rights over property that is owned by someone else for example rights to cross land with vehicles or by laying pipes and cables.

Employer's Agent

The person acting on behalf of the client/employer in respect of administration of a 'design and build' contract incorporating issue of notices and certificates.

Extension

Additional space built on to an existing building.

External works

The works on or in the land surrounding a building for example drainage work, roads and paths and landscaping.

Final certificate

A certificate issued under the building contract (by contract administrator) usually issued six to 12 months after the Certificate of Practical Completion and following the Making Good Defects certificate. It confirms the end of the builder's liability and marks the end of the Contract administrator's authority under the contract.

Fixtures and fittings

Items inside a building that are attached to the walls/ceilings/floors or built in as part of the building for example electrical sockets and light fittings.

Folio (Northern Ireland only)

An individual section of the Title Register at the Land Registry that records the Title to a specific property.

Freehold

A form of ownership of land or buildings where ownership cannot be taken away from the owner unless they agree. This is the most permanent way in which someone can own land or buildings. The owner owns

the property forever, or until they sell it or give it away. They do not have to pay anyone for the use of the land and buildings.

Gantt chart

A pictorial representation of a project plan, showing activities, milestones, and dependencies.

Good and marketable Title

This means that the current owner has complete freedom to sell you the property and no other party has an interest in it.

Grant purpose

What our grant must be used for.

Gross Internal Floor Area (GIFA)

The gross internal floor area of a building is calculated by measuring the floor area to the inside face of the outer walls for each floor level. It includes areas occupied by internal walls and partitions, columns, piers and other internal projections, internal balconies, stairwells, toilets, lift lobbies, fire corridors, atria measured at base level only, and covered plant rooms. It excludes the perimeter wall thickness and external projections, external balconies and external fire escapes. Furthermore, unused areas such as unheated cellars or lofts are not included in the gross internal floor area. Its unit is measured in m².

Ground investigations

A detailed technical investigation of the ground on which a building will be constructed to determine the type of soil and sub soil, how suitable it is for building on and whether it contains any old structures that need preserving, contaminated areas or existing pipes, cables or other services

Heritable Ownership

A form of ownership of land or buildings where ownership cannot be taken away from the owner unless they agree. This is the most permanent way in which someone can own land or buildings. The owner owns the property forever, or until they sell it or give it away. They do not have to pay anyone for use of the land and buildings. Applicable in Scotland only.

Land Registry

The national land database where landowners can record their ownership. If they do so their land is registered land. Anyone can find out who owns a piece of land if it is registered at the Land Registry.

Lead building professional

The member of the design team (normally the architect or architectural technologist, project manager or building surveyor), who appointed following competitive tendering process, takes overall responsibility for coordinating of the design process and client contact.

Lease

An agreement between landlord and tenant granting the tenant the right to possess the leasehold property subject to payment of rent. Under normal circumstances, the tenant is free to do what they want with the property for the duration of the lease, provided they comply with the requirements of the lease.

Leasehold

A form of land ownership that the tenant holds from a landlord for a limited number of years.

Legal Charge

A legal document that registers the interest of the person who lent or granted the money and their interest over the property. The Legal Charge prevents the property owner from selling the land without the consent of the lender, so the charge is the lender's security for the loan/grant. If the owner goes bankrupt or fails to keep to the rules about how the money must be used, the Legal Charge should mean that some or all of the money could be recovered.

Legal Opinion

A written document from a solicitor in which the solicitor confirms that they believe the recipient has the legal power to sign the terms and conditions of grant and any Legal Charge or other document that we may ask the grant recipient to sign.

Licensed conveyancer

A person qualified to prepare the legal documents and carry out the legal process of transferring ownership of property (as an alternative to using a solicitor).

Listed building and Listed building consent

A building which, because it has special historic or design features that require protection, has been given 'listed' status by English Heritage, Historic Scotland or Cadw (the historic environment division within the Welsh Assembly) and requires special approval if it is to be altered or extended. The Act that covers this area is the Planning (Listed Buildings and Conservation Areas) Act 1990 and Planning (Listed Buildings and Conservation Areas) (Scotland) Act 1997.

Management committee

Members of your organisation's governing body (who may be called trustees, directors, members of the management committee).

Non-recoverable VAT

VAT charged on buying goods, services or transactions that you are not able to reclaim from the HM Revenue and Customs. You should seek guidance and obtain written confirmation of the VAT position in relation to your proposed project. Unexpected VAT bills can add significantly to the total cost of your capital project.

Overheads

By overheads we mean the costs of employees, volunteers, equipment, space and services that partly support the project you want us to fund, but also support your other work. Further information is available about Full cost recovery on our website www.bigfund.org.uk

Planning permission or planning consent

The permission required from the Local Authority to build on land, or change the use of land or buildings.

Peppercorn rent

Minimal rent paid to keep a claim, or title, in force.

Preliminaries

These are the associated costs that contractors incur in the completion of a project, for example the cost of hoarding or a site office, or heating the site office (rather than the costs of the actual building work, for example the bricks, blocks, concrete).

Principal contractor

Required on projects that are notifiable under the CDM Regulations 2007, their role is to plan, manage and monitor the construction phase to ensure, so far as is reasonably practicable, that it is carried out without risks to health or safety.

Private sector

Sole traders and organisations run for private profit and that are not controlled by the state.

Professional indemnity insurance

Insurance covering building professionals from civil law claims arising from advice or services provided.

Project Start

If your project is mainly a revenue project, but includes a capital element, the following will define the project start date:

- the date when the first member of staff starts work on the project or

- the date when the contractor commences site setup and progresses with all construction work in line with the agreed programme/project plan provided at tender review stage.

If your project is mainly a capital project involving refurbishment, extension or new build works, only or minimum addition to the purchase of land and/or buildings, the following will define the project start date:

- the date when the contractor commences site setup and progresses with all construction work in line with the agreed programme/project plan provided at tender review stage.

If your project is only about purchasing land and/or buildings, that is without any construction work, the date of the purchase will define your project start date.

Public sector

The public sector comprises central government, local government and public corporations as defined for the UK National Accounts. Lists of all these are shown in the UK National Accounts Sector Classification Guide on the National Statistics website.

- Central government includes all administrative departments of government and other central agencies and non-departmental public bodies.
- Local governments includes all government units with a local remit.
- Public corporations are companies or quasi corporations controlled by government.

Refurbish

To renovate, re-equip, or restore a building.

Registered land

Registered land is governed and maintained by the Land Registration system. Land and buildings that are registered at the Land Registry are allocated a unique title number (or folio in Northern Ireland). The particular piece of land is documented by a land registry 'official copy of title', which shows the title (or folio) number, the property description, the name of the landowner (registered proprietor) and any other matters relevant to the land and recorded by the land registry.

Restriction (on Title)

An entry made on the official copy of title at the land registry (see registered land) notifying someone of the lender's interest in the property. The restriction will warn anybody having possible dealings with that property that the landowner needs the lender's consent before selling or leasing the land.

Restrictive covenant

A covenant acknowledged in a deed or lease that restricts the free use or occupancy of property.

RIBA (Royal Institute of British Architects)

The professional UK body (including Scotland) for architecture and the architecture profession. For further information visit the RIBA website (www.architecture.com).

RIAS (Royal Incorporation of Architects in Scotland)

This is the qualifying body for Scottish Architects (www.rias.org.uk) **Royal Institution of Chartered Surveyors (RICS)**

An independent, representative professional body which regulates property professionals and surveyors in the United Kingdom. For further information visit the RICS website (www.rics.org)

Searches

Questions asked before land or buildings are bought to check if there are any rights, restrictions, covenants or other matters affecting the property that may cause the new owner a problem.

Security of Tenure

A good, strong and usually well documented right to own or use a property for a period of time.

Social enterprise

A business with primarily social objectives whose surpluses are principally reinvested in the business or in the community, rather than being driven by the need to maximise profit for shareholders and owners.

SMART target

A target that is specific, measurable, achievable, realistic and time-based.

Specification

A description of the type of materials or service to be used in the building works.

Standard Security

A legal document that contains rules about how land and buildings may be used. An owner of land and/or buildings gives a standard security to someone who lends or grants them money. If the owner goes bankrupt or fails to keep to the rules about how money must be used, the standard security should mean that some or all of the money could be recovered. The standard security will also stop the owner from selling the land without the consent of the person who lent or granted the money.

State aid

State aid is an EC term for any public support given selectively to an undertaking that could potentially affect competition and intra-community trade. State aid provided by European Union Member States can distort the market, which in turn can result in lower competitiveness for business, less innovation and ultimately higher prices for consumers. There is therefore a need for effective State aid control in order to maintain a level playing field for free and fair competition in the single market.

Tenant

The holder or owner of a lease who pays rent to the landlord for the use of the property.

Tender

A formal process that allows contractors to bid to supply a service or carry out work at a stated cost.

Tender Review Report

A written report by an appropriately qualified member of your design team to report on the tenders received, the work undertaken to check them and the final result and recommendation after checking.

Tenure

The form of right (title) under which land or a building is held or occupied (freehold, heritable or leasehold or licence).

Third sector

The third sector is defined as being organisations that are independent from the state, with a motivation derived from values and social purposes rather than the pursuit of profit, and which re-invest surpluses principally in pursuit of these values rather than make them available for private distribution.

Title

The legal right by which property is owned or occupied.

Appendix B: Standard terms and conditions for capital grants (UK)

1. If any part of the capital grant is to buy or build, refurbish, extend or alter buildings or land (“capital assets”), then we understand that these standard terms and conditions will apply to our grant in addition to all other conditions you have required of us.
2. We understand and accept that you may require security over the capital assets funded by the grant. Usually this will be:
 - a legal charge or a standard security in your standard form **or**
 - a deed of dedication in your standard form and if the property is registered, a restriction or inhibition to be lodged at the Land Registry or Land Register where appropriate or if the property is unregistered, a deed or letter of undertaking in your standard form to secure repayment of the grant in appropriate circumstances.

If you have asked for security, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction.

3. We understand and accept that you may require confirmation from our solicitors (by way of a legal opinion, which you will supply), that we have the legal powers under our governing documents to undertake the project and to execute the legal documents associated with our grant. If you have asked for a legal opinion, we understand that you will not pay more than a maximum of 5% of the capital grant until you have received the documents completed to your satisfaction.
4. We do not have any undisclosed loans secured on the capital assets. We will not take out any loans secured on any capital assets funded or part-funded by the capital grant unless we receive your agreement in writing first. Your agreement may be subject to conditions, which we will have to meet.
5. If any part of the capital grant is to buy land (whether freehold, heritable or leasehold land), we will send you when asked the following documents:
 - a surveyor's report on the condition of the property, its value for the purpose of the project and whether it is suitable for the project;
 - confirmation by our solicitors that all necessary consents for the use of the property for the purposes of the grant have been obtained;
 - if the grant is for £100,001 or over, a certificate of title completed by our solicitors (which you will supply), together with:
 - a signed legal charge or standard security and our solicitors undertaking to register it at the Land Registry or Land Register and at Companies House, where appropriate, **or**
 - a deed of dedication and if the property is registered, our solicitors undertaking to lodge a restriction or an inhibition at the Land Registry or Land Register, where appropriate, or if the property is unregistered, a deed or letter of undertaking; and
 - if the grant is for £350,000 or over confirmation (by way of a legal opinion which you will supply) from our solicitors that we have the legal powers necessary to sign the documents.

6. If any part of the capital grant is to buy leasehold land, then we will ensure that the lease will be for the following minimum term of years or for the minimum asset monitoring period in clause 12, whichever is the longer:
- For capital grant of up to and including £100,000: a lease of at least 5 years, without a break clause.
 - For capital grant of £100,001 or more but less than £350,000 a registered and assignable lease of at least 10 years, without a break clause.
 - For capital grant of between £350,000 and £5 million (inclusive): a registered and assignable lease of at least 20 years, without a break clause.
 - For capital grant of more than £5 million: a registered and assignable lease of at least 40 years, without a break clause.
 - If the grant is £350,000 or over and is to buy leasehold land, we will send you a copy of the signed lease, which must satisfy you that it is suitable security for the grant.
7. If all or part of our capital grant is to be used for any building work we understand and accept:
- that you will keep 95% of the capital grant until we have provided in a satisfactory form:
 - evidence that we have received any necessary planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) required for the building work; and
 - evidence that a competitive tender process has been undertaken with a minimum of three estimates received from three independent builders. If we are to commission the building works under pre-tendered arrangements, we will provide evidence of the tender process undertaken to identify existing contractors;
 - that you will make payments in stages when you receive builders' invoices that have been backed up by interim certificates completed on the RIBA (Royal Institute of British Architects) or RIAS (The Royal Incorporation of Architects in Scotland) form or other appropriate form;
 - that you will keep 5% of the part of the grant for the building works until you receive the certificate of practical completion. We will then send you the making good defects certificate; the final certificate; confirmation that we have obtained the building regulations completion certificate; confirmation planning conditions and the like have been discharged; and confirmation that we have obtained the buildings insurance certificate; and
 - that if we want to make significant changes to the scope of the building works, we must get your permission in writing before going ahead.
8. If our capital grant is £100,001 or over and to be used for any building work we understand and accept that:
- you will require confirmation (by way of a certificate of title, which you will supply) from our solicitors that we are the leasehold, freehold or heritable owner of the capital assets to which the grant relates and that the capital assets may be employed for the grant purpose;

- you will keep 95% of the capital grant until we have provided in a form which is completed to your satisfaction:
 - a copy of the tender review report. If we are to commission the building work under pre-tendered arrangements, we will provide you with evidence that demonstrates that costs have been market tested to confirm value for money;
 - an updated capital project cost summary, cash flow and programme; and
 - evidence that we have secured all the required partnership funding for the capital project;
 - we must employ a lead building professional to manage the tender process and to certify that the building works have been properly carried out;
 - if structural work is necessary, we must employ a structural engineer;
 - we will use building professionals that are fully qualified members of an approved professional body and have all necessary professional indemnity insurance cover; and
 - we will comply with any of the requirements of the Construction (Design and Management) Regulations 2007.
9. We understand that if we do not make payment claims for capital grant within three months of incurring the relevant capital expenditure, then you may proportionally reduce our capital grant in line with the actual capital expenditure incurred in that claim period.
10. If we need to use the capital assets to raise further funding, we will first obtain your agreement in writing, which may be subject to conditions and which we will have to meet. You will need to be satisfied that the new lender understands and will put the interests of the beneficiaries of the project first. We undertake that:
- any loan secured on the capital assets will be used entirely on the project; and
 - the maximum loan will be no higher than the amount of money being put up by the new lender.
11. We will not sell, lease, let, sub-let or otherwise dispose of or change the use of any capital asset without first receiving your written consent, which may contain conditions which we will have to meet. If we sell or dispose of any capital asset, we may have to repay you all or part of the money we have received from you. The amount we repay will be in direct proportion to the share of the project cost that came from you. If, with your consent, we sell any capital asset wholly or partly bought with the grant, it will be at full market value.
12. You will continue to monitor capital assets bought with the grant after the project is over and we will supply information about and allow you to inspect the capital assets in accordance with your standard procedures for the longest of the following applicable periods:
- - for capital grant of up to and including £100,000 for purchase and/building work: 5 years
 - for capital grant of £100,001 or more but less than £350,000 for purchase and/building work: 10 years

- for capital grant of between £350,001 and £5 million (inclusive) for purchase and/building work: 20 years
- for capital grant of more than £5 million for purchase and/building work (on freehold, heritable or leasehold land already owned by us): 40 years
- for other capital assets if bought with up to and including £100,000 of capital grant: 5 years after the purchase or the length of the grant agreement whichever is the shorter
- for other capital assets if bought with £100,001 or more of capital grant: 10 years after purchase or the normal economic life whichever is the shorter.

13. We understand and accept that the asset-monitoring period will start from the date of purchase of the capital asset or the date of completion of the building work, whichever is the earliest.