

Town Centre Loan Scheme

Guidance Notes for Applicants (2025-2031)



**This document is available in Welsh /
Mae'r ddogfen hon ar gael yn Gymraeg**

**Correspondence is welcomed in Welsh or English /
Croesawir Gohebiaeth yn y Gymraeg neu yn Saesneg**

Glossary

Within the application pack there are a number of terms used. The glossary below provides definitions of some of the terms used:

Contingency sum - *A contingency sum is a sum of money allowed in the project budget, for expenditure on aspects of the project that were unforeseen or unforeseeable at the time of preparing documents.*

Enterprise - *this includes, but is not limited to, any entity engaged in an economic activity, irrespective of its legal form. This includes self-employed persons and partnerships or associations regularly involved in an economic activity.*

Large Enterprise - *Any enterprise that is not an SME.*

Medium Enterprise - *Employs fewer than 250 people and either has an annual turnover that does not exceed EUR 50 million, or an annual balance sheet not exceeding EUR 43 million.*

Small Enterprise - *Employs fewer than 50 people and has an annual turnover or annual balance sheet total that does not exceed EUR 10 million.*

SME – *a Small Enterprise and/or a Medium Enterprise.*

Variation - *is an alteration to the scope of the works in a construction contract in the form of an addition, substitution or omission from the original scope of works.*

Empty property – *A property/unit/land that has been empty/unutilised for 6 months or more.*

Town Centre – *Core area of a town which includes the primary shopping districts in Barry, Cowbridge, Penarth and Llantwit Major.*

Fund – *Repayable Town Centre Loan Scheme.*

Programme of Works – *A plan that outlines the sequence, timing and duration of tasks and activities within a construction project.*

Key Facts

What is this scheme?

A loan scheme that helps fund regeneration activities in Town Centres across the Vale of Glamorgan. The scheme is funded by Welsh Government Transforming Towns Programme.

How much loan is available?

The budget for 2025 in Vale of Glamorgan is approximately £1.9M. The minimum level of eligible project costs that can be considered is £30,000.

Applications are restricted to a maximum loan of £300,000 including VAT. The amount of loan awarded to a project will depend on a number of factors including need for the development, outputs achieved and scheme viability.

How long is the loan term?

The scheme is live from October 2025 and will close for applications when the funding has been committed. The loan repayments will need to be repaid within 3 years from loan completion date of the legal charge or by the date of disposal (if it is sold before this time), whichever is shorter.

Who can apply?

The scheme is open to owners of vacant commercial units in the Town Centres which would include private businesses, including developers, third sector businesses, and the public sector.

How do I make an application?

Review this scheme guidance and if you are deemed eligible, consult your agent/s (architect, surveyor etc) for detail on your proposal and complete the Expression of Interest form. If it is deemed acceptable after initial review by Council Officers an application pack will be issued. Complete the application and submit all relevant information including the tender documents.

How much is the application fee?

The application fee is 2% of the loan amount requested which needs to be paid following loan approval and prior to loan completion.

Is there a legal charge?

There is a requirement for a legal charge (together with a restriction) to be registered in favour of the Council against the loan funded property or a suitable alternative security

property at the Council's discretion. This charge must be either a first or second charge. Third and subsequent charges will not be accepted.

What is the tender process?

The tender for your project must be completed by the applicant alongside the application. Applicants can do this by registering on an E-Tender platform such as Sell2Wales. Please refer to the Quotation and Tender Guidance in Annex 1 for further detail.

What should be included in the business plan?

The business plan should be of sufficient detail commensurate with the scale of your proposal. We want to see included:

- How you have arrived at your development costs
- How you have arrived at your future operating costs
- What your assumptions and projections are for trading income or your expected receipt on sale
- Profit and loss forecast for 3 years
- Expected pay-back period on investment
- Key risks and mitigations
- An understanding of any competition and your advantage
- Details of experience / expertise of you or your staff to undertake the development

Note: - Business Wales can help you compile your business plan if required.

1. Introduction

1.1. The Fund offers applicants the opportunity to apply for the following loan product (subject to planning):

- **Commercial Property Improvement Loan:** a loan provided to allow applicants to physically improve their empty town centre property by providing funds for a new or improved commercial property frontage and associated external and internal works. The intention of the fund is to enhance building frontages and bring vacant commercial floor space back into beneficial use.

The improvements undertaken must be to property within the applicant's freehold ownership or leasehold ownership with a 7-year minimum period remaining. Projects incorporating external improvements of a building must be in accordance with [Council Supplementary Planning Guidance](#) and internal works should assist the sustainability of the property alongside the achievement of outputs.

1.2. Each scheme will be assessed by officers on a case by case basis to determine eligible works. **Eligible works** can include:

1.2.1 Commercial - External

- Shopfronts
- Signage
- Windows & doors
- External lighting
- Roofs & chimneys
- Rainwater goods (guttering and down pipes)
- Rendering, stone cleaning and repairs, re-pointing
- Structural works

1.2.2 Commercial - Internal

- Windows & doors
- Improved accessibility
- Walls, ceilings, lighting
- Energy efficiency measures when included as part of the overall scheme
- Utilities and services, including heating
- Bike storage facilities
- Welfare facilities (e.g. essential washroom and cleansing facilities only)
- Structural works

1.2.3 Shop Frontage Enveloping Schemes

External shop front enhancements where no internal modification or redevelopment is undertaken.

1.2.4 Town Centre Residential Loan

Eligible expenditure includes works deemed necessary to create new residential accommodation in an empty property that can only be approved alongside commercial works and not as a standalone scheme.

The purpose of this scheme is to prioritise town centre activity, the creation of commercial units and offering to the town and not for the conversion of commercial units into residential. For example, if a ground floor empty commercial unit is brought back into use, surplus space on the upper floor can be supported with funding for residential (market housing) purposes subject to planning consent etc.

- The minimum requirement from each scheme is 1x1 bedroom self-contained flat. Schemes should comply to the minimum floor space as recommended in the most up to date Welsh Housing Quality Standards, currently this is:
 - I. 46m² per one bedroom flat
 - II. 59m² per two bedroom flat
- Student accommodation, bedsits and studios are not eligible for loan funding.

1.2.5 Estimated reduction in Carbon (CO2) emissions

Development to reduce the greenhouse gas (GHG) emissions.

1.2.6 Green Infrastructure

The provision of green infrastructure and biodiversity projects in the town centre, specifically but not exclusively:

- Green walls
- Green roofs
- Rain gardens
- Greening
- Pocket parks
- Wildflower areas
- Street trees
- Sustainable urban drainage (SUDs).

Other green infrastructure or general greening measures are eligible subject to approval.

This support will not contribute to ongoing maintenance costs in future financial years.

1.2.7 Digital Towns

Investing in smart technologies and digital infrastructure to support your scheme.

- Exploring the use of Internet of Things (IoT) devices, using data to inform and monitor decision making, and to improve overall digital inclusion.
- Capturing data and working with the Vale of Glamorgan to drive economic and environmental benefits.

1.2.8 Ineligible expenditure includes:

- Repair and general maintenance costs
- Certain types of fixtures and fittings - eligibility to be confirmed by the Council
- Cost of works being carried out as a legal statutory requirement
- Legal and accounting fees
- Cash and/or credit card payment to agents/contractors
- Costs of applying for statutory consents
- Works carried out prior to loan offer (unless approved by the Council in writing)
- Any invoices paid for using cash/credit card

2. The Loan

2.1. The loan will be a minimum of £30,000, up to a maximum loan award of £300,000 including VAT. Each application will be considered on the basis of its specific circumstances.

2.2. All loans are at the discretion of the Council and are subject to budget availability. The amount of any loan offered will be assessed on an individual project basis,

taking into account environmental and economic benefits arising. There is a limited allocation of loan funding and will be awarded on a competitive basis.

- 2.3. The loan is normally only available to SMEs. A Large Enterprise would only qualify if the property is deemed to have a detrimental impact on the townscape as determined by the Council.
- 2.4. Only one loan can be granted at a time per applicant. A further loan application will not be reviewed until an existing loan has been repaid.
- 2.5. The loan will usually be paid in agreed instalments on the production of invoices, interim certificates, site visits to evidence of progress of works.
- 2.6. A minimum of 10% of the total loan award may be withheld (retention) until the Council is satisfied that all of the work has been completed to the required standard, as declared by the Council's quantity surveying team and a copy of the practical completion certificate has been received.
- 2.7. Any variance to approved works will need to be agreed in advance with the Council.

3. Eligible applicants

- 3.1. The programme is open to freeholders/property owners, sole traders, partnerships, limited companies, community businesses and co-operatives.
- 3.2. Loans for works to properties will only be available to owners of the freehold interest in the property or to lessees holding a lease with a minimum of 7-years remaining on the property, at the time of receipt of a valid application. If a leaseholder, applicants must provide a letter of consent from the freeholder to the proposed works and a copy of the lease agreement.

Note: - It is the applicant's responsibility to ensure that all the necessary land ownership requirements are in place to implement the scheme.

4. Agents

- 4.1. Agents must be used to coordinate/manage projects from inception to completion. Agents' fees are eligible expenditure, at the discretion of the Council.
- 4.2. Agents' fees can include the following services:
 - Supplying drawings
 - Preparing measured bill of quantities
 - Scheduling
 - Tendering
 - Necessary consents
 - Site supervision/contractor management
 - Supplying of invoices
 - Other services e.g. structural engineers
 - Managing the project on a day to day basis

- Submitting loan claims - including detailed valuation sheets
- 4.3. Agents will produce a detailed pricing schedule to include a specification/bill of quantities outlining **all** aspects of work and specifications i.e. measurements, materials and workmanship. Please refer to the Quotation and Tender Guidance for this scheme for further detail (Annex 1).
- 4.4. Agents must not make payments to any contractors on behalf of the applicant.
- 4.5. Professional advisers' fees (agent/architect/surveyor) may include costs incurred within a reasonable time prior to loan approval. However, any costs incurred prior to loan approval are at the risk of the applicant. These costs will be ineligible should the project not be awarded loan funding, or the project does not comply with the terms and conditions of the loan.
- 4.6. Please note that agents must be professionally qualified. Architects should be members of the RIBA or ARB, and chartered surveyors will be members of the RICS with an appropriate level of specialist experience and understanding and have valid professional indemnity insurance. Any other agents should be members of appropriate bodies e.g. CIOB (Chartered Institute of Builders). Evidence of membership will be required at the start of the process.
- 4.7. Where the property is a listed building, the agent should be able to evidence experience of working on heritage/conservation projects alongside liaising with the Council's Conservation Officer in Planning.
- 4.8. A final report detailing all work undertaken will be required from the agent. As part of this, we will require a Town Centre Post - Completion Outcomes Record to be completed and submitted (a template is provided in Annex 2).

Note: - The Council will reserve the right to request a change of agent if the agent cannot demonstrate the required skills and experience.

5. Application Process

- 5.1. Agents must assist in the application process.
- 5.2. The application process will require the submission of the following supporting documentation to accompany the application form:
- Value of works under £25,000: 2 Itemised quotes
 - Value of works £25,000 - £75,000: 3 itemised quotes
 - Value of works over £75,000: 4 tender bids
 - Evidence will be required of accreditation to Rent Smart Wales and, if applicable, any house in multiple occupation license.
 - Specification/ itemised bill of quantities (must include measurements, materials and workmanship)

- 2 copies of scaled drawings (minimum 1:50 scale) showing the existing building and the proposed works. 1:5 - 1:10 scaled drawings may be required for specific details. These should be prepared by a suitably qualified professional.
- Recent photographs of the property
- Copies of all relevant statutory consents
- Copy of building insurance certification
- Letter of consent from freeholder (if leaseholder)
- Copy of lease agreement from freeholder (if leaseholder)
- Mortgage/loan details (on property)
- Consent letter from lender
- Evidence of funds to finance the work from the outset (as the loan will be paid in arrears) and for works exceeding the loan amount. Confirmation should be in the form of a bank letter or other official documentation (original paperwork will be required) such as a bank statement.
- Last 3 years audited accounts or 3 years self-assessment tax returns
- Business plan
- Survey report (if applicable)
- Risk register
- Valuation report (as required)

6. Contractors

6.1. Contractors wishing to tender will be required to demonstrate a track record of working on similar projects.

6.2. The following references may be required:

- Professional reference i.e. from an architect/chartered surveyor
- Customer reference

6.3. Where applicants have an interest in companies wishing to tender for the work, this will be permitted but restricted to a maximum of one company per project.

6.4. It is possible that project applicants, or persons connected with them (such as relatives, business partners or friends) may wish to tender for a contract being offered by the project applicant. Whilst this is not unacceptable, such relationships must be declared, and the applicant will still need to ensure that they conduct the transaction in an open and transparent manner. The estimates/tenders must be from registered trading companies.

6.5. Before tendering, prospective contractors must carry out a mandatory site visit to ascertain the nature of the site, access and local conditions and restrictions likely to affect the execution of the works.

6.6. Contractors must price all items on the bill of quantities.

6.7. A detailed Programme of Works must be produced prior to work beginning on site and updated accordingly.

6.8. Each contractor will also be required to submit a copy of their current Public Liability Insurance minimum cover £5M and Employer's Liability Insurance minimum cover £7.5M, unless otherwise agreed in writing by the Council.

6.9. Contractor management is the responsibility of the agent unless agreed in writing by the Council.

Note: - The Council will reserve the right to request a change of contractor if the contractor cannot demonstrate the required skills and experience.

7. Procurement

7.1 Please refer to the Quotation and Tender Guidance in Annex 1.

7.2. Quotations and tenders will be assessed by a quantity surveyor within the Council, or appointed by the Council. The amount of the loan offered to each project will be determined by the Council and will be subject to the quantity surveyor report on the reasonable costs for the works which are considered eligible for the scheme.

8. Outputs

8.1. Applicants should note that projects will be expected to deliver against the following outputs:

Output	Gross jobs created
Reference	TT 01
Definition	The gross number of jobs created (excluding construction jobs) Job: A new permanent post, i.e. not of a fixed duration and there is a reasonable belief that it will last indefinitely; The post itself should be counted, not an estimate of the number of people that may occupy the post over time. A seasonal job may also be counted, so long as the job is expected to recur indefinitely. In this case the project should report, in addition to the number of hours per week, the proportion of the year worked. Project management/administration jobs within a project cannot be included. NB: Jobs should be reported as Full Time Equivalents (FTEs), based on a 30 hour week. For example, If a post involves working 30 hours or more per week then it is 1 FTE. If a job is not full-time, then the hours worked each week will need to be divided by 30 to give the proportion of FTE represented e.g. 18 hours per week would be 0.6 FTE. Gross: The total number achieved through this activity (irrespective of the proportion of the project funded) and has not been adjusted for deadweight, displacement, leakage and multiplier effects. Created:

	Achieved through assistance or financial support and did not exist prior to the activity. This does not include jobs that have been relocated.
Evidence requirements	• Written confirmation that jobs are to be created. • Personnel records to show increase in headcount • Any other documents showing these jobs relate to the project.

Output	Number of jobs accommodated (enabled through regeneration investment)
Reference	TT 02
Definition	Number of jobs accommodated within the sites and premises referred to in output/outcome TT 09 Non residential Premises created or refurbished')
Further Detail	Accommodated: The maximum number potentially located at any one time. This is not the number accommodated over the life of the premises. NB • If the project involves the refurbishment of a premises then this should be the number of additional jobs accommodated The Homes and Communities Agency Employment Densities Guide (3rd Edition, 2015) may be used when calculating jobs accommodated.
Evidence requirements	Buildings should be complete and ready for occupation before reporting jobs accommodated. Evidence: • Floor plans, building specifications to support the number of new desks/positions provided.

Output	Enterprises accommodated
Reference	TT07
Definition	Number of enterprises accommodated within the sites and premises referred to in output/outcome • TT09 'Non-Residential Premises created or refurbished' Accommodated: The maximum number of Enterprises potentially located at any one time. This is not the number accommodated over the life of the premises. Enterprise: Any entity engaged in an economic activity, irrespective of its legal form. This includes: Self-employed persons or Partnerships or associations regularly engaged in an economic activity.
Evidence requirements	• Floor plans • Building specifications to support the number of new desks/positions provided.

Output	Non-residential Premises created or refurbished (sqm)
Reference	TT 09
Definition	• The number of square metres of building space created or refurbished for non-domestic use. • Extensions to existing buildings also count as new floor space. • All floor areas are to be measured in Square Metres on gross external area, except offices which are to be measured net internal, both as defined by the RICS Code of Measuring Practice. • NB This does not include area used for car parking or external landscaping. • Created: A new building. • Refurbished: Refurbishing an existing building.
Evidence requirements	Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built

Output	Non-residential Premises created or refurbished (number)
Reference	TT 10
Definition	The number of buildings created or refurbished for non-domestic use. Created: A new building. Refurbished: Refurbishing an existing building.
Evidence requirements	Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built.

Output	Number of additional market housing units (Built or ready for Occupation - as a direct result of TT support)
Reference	TT 11
Definition	The number of market housing units developed as a result of support and are ready for occupation. Market housings units: All housing units, excluding affordable (social/Intermediate) housing units.
Evidence requirements	• The number of residential units recorded at the time a site is sold. • The planning permission will define the total number of units and either the sale contract or S106 Agreement will specify how many of these units will be 'affordable' homes. • Sales to Registered Social Landlords (RSLs) will almost certainly result in the total number of units consented falling into the affordable category. The WG may instigate an audit process to review a sample of the residential units

Output	Number of empty homes brought back into use
Reference	TT 15
Definition	This output/outcome measures the number of private sector dwellings that had been vacant for more than six months at the beginning of the financial year (1 April) which have been returned to occupation during the year through direct action by the local authority such as housing renewal or group repair.
Evidence requirements	Addresses of the properties improved and available for occupation.

Output	Non-residential units brought back into use
Reference	TT 16
Definition	This output/outcome measures the number of non-residential units which have been vacant for more than six months at the beginning of the financial year (1 April) which have been returned to occupation during the year through direct action by the local authority.
Evidence requirements	Addresses of the properties improved and available for occupation.

Output	Estimated Reduction in CO2 Equivalent Emissions
Reference	TT 17
Definition	This is a measure of the reduction in greenhouse gas (GHG) emissions following completion of the funded activity. Unit -Tons CO2 equivalent
Evidence requirements	The reductions would be based on what would be expected to happen if the project did not go ahead. Calculation: Tonnes of carbon saved should be measured using Department for Environment, Food and Rural Affairs (DEFRA) and Department for Business, Energy & Industrial Strategy GHG Conversion Factors for Company Reporting (https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022)

Output	Value of contracts/sub contracts awarded to SMEs based in Wales (£)
Reference	TT 19
Definition	Where whole or part contracts are awarded to SME businesses based in Wales in respect of individual projects the value of those contracts should be recorded. SME - a category of micro, small and medium-sized autonomous enterprises employing fewer than 250 persons and which have an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million. You are autonomous if: – you are totally independent, i.e. you have no participation in other enterprises and no enterprise has a participation in yours. – you have a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise. If you are autonomous, it means that you are not a partner or linked to another enterprise
Evidence requirements	Copies of the post tender contract documents and 'form of tender'.

Output	Good-quality green roof space delivered to GRO Green Roof Code standards (square metres)
Reference	TT 23
Definition	A measure of the area of new green roof space created in the town centre which is multifunctional, for example supports retention of rainwater, absorbs greenhouse gases, reduces air pollution, reduces energy costs of the buildings, reduces noise and supports wildlife.
Evidence requirements	• Drawings showing the green roof detail • Specification of works • photographs of the completed works

Output	Green Walls
Reference	TT 25
Definition	The area of new green walls created on buildings in the town centre. The design of green walls should be appropriate to the structure (attached or free standing), be low maintenance and include appropriate irrigation systems and robust plants which are appropriate for the location, and which provide habitat for wildlife.
Evidence requirements	• Drawings • Works specification • Photographs

Output	Digital Towns
Reference	TT 27
Definition	Enable an IoT coverage zone that supports access for IoT devices in a town, e.g. via “The Things Network” and a LoRaWAN Gateway or other IoT technology / platform
Evidence requirements	Documentation to demonstrate the zone has been set up and what devices are connecting to it e.g., footfall counters, waste bin monitoring devices, soil moisture levels, air quality sensors, parking monitors

8.2. Successful applications will be expected to fulfil the outputs indicated on the application form. Failure to comply may result in forfeiture of the loan and may prevent further applications. Applicants are therefore reminded to keep estimates to realistic levels. It is the applicant's responsibility to ensure that evidence to support any outputs is made available to the Council, even if the property is leased out to a third party.

8.3. Applicants will be encouraged to maximise the community benefits delivered through the scheme where applicable. These include:

- **Training and Employment opportunities:** contractors being encouraged to recruit and train economically inactive persons as part of the workforce delivering any contract let, directly and/or indirectly through the supply chain. This could include employment; apprenticeships; work experience; work trials; or other relevant training opportunities.
- **Supply Chain opportunities for SMEs based in Wales:** Successful contractors in any procurement must consider opportunities for SMEs, including social enterprises. This could include:
 - advertising subcontracting opportunities on Sell2Wales.
 - using the Welsh Government’s Supplier Development Service to promote tender opportunities and hold ‘Meet the Buyer’ events.
 - We utilise Quick Quote on Sell2Wales
- **Contributions to the Community & Education:** Successful contractors considering other benefits for the community such as:
 - working with local schools and colleges to support work experience placement; careers day; support for school projects.
 - make a contribution to community regeneration by donation; in-kind donation; support for local projects; consultation; education.

9. Statutory requirements and expectations

9.1. Applications should provide confirmation of any required consents, such as Planning Permission, Building Regulations, Change of Use, SAB/SUDS or Listed Buildings consent. Applicants are responsible for seeking the appropriate consent(s) needed to carry out the project and ensure that all works comply.

9.2. Applicants will be expected not to be in arrears with payments or in dispute with the Council at the loan approval stage and payment stage of the project.

9.3. All works need to comply with the terms and conditions within the loan offer letter and Council Supplementary Planning Guidance.

9.4. Listed properties or properties within a conservation area will be subject to further conditions as advised by the Council.

9.5. The applicant must ensure that their business and premises are compliant with all relevant environmental health, trading standards and consumer protection legislation and have no history of non-compliance or convictions in respect of the current or former businesses operated by the same.

10. Decision Making Process

10.1. An assessment of the completed application and full supporting documentation will be undertaken by Council officers. During this process additional information may be sought from applicants.

10.2. Successful applicants will be issued with a loan offer letter together with relevant terms and conditions.

10.3. Unsuccessful applicants will be issued with a notifying letter.

11. Insurance

11.1. For a period of five years from the loan award date, the applicant must comprehensively insure the property with a reputable insurance company and, if requested, provide the Council with evidence of such insurance.

12. Statutory Authority and Subsidy Control

12.1. In order to minimise distortion of competition the UK-wide subsidy control regime sets limits on how much assistance can be given to organisations operating in a competitive market. Each application will be considered on the basis of its specific circumstances.

13. Application fees

13.1 The following fees will apply: Administration Fee. The administration fee is 2% of the loan total and this is payable by the applicant. An invoice will be generated by the Council with payment details if the applicant is successful in being awarded an interest free loan.

14. Payment of loan

14.1. Payment of the loan will not be made until all works are completed to the satisfaction of the Council and subject to the following:

- Submission of original invoice(s) and loan claim form.
- Submission of bank statement evidencing payment of all paid invoice(s).
- Satisfactory revenues check (confirmation that applicant is not in arrears with the Council).

- Confirmation that all necessary statutory consents relating to Environmental Health and/or public protection (if applicable) have been complied with.
- Confirmation that all necessary statutory consents including but not limited to *Planning Permission, SAB/SUDS, Building Regulations, Change of Use, or Listed Buildings Consent* have been complied with.
- Confirmation from an independent quantity surveyor (as appointed by the Council) that the works have been satisfactorily undertaken. Final loan payment will be based on a fair and reasonable cost as assessed by an independent quantity surveyor.
- If the Council's quantity surveyor deems the work to be unacceptable, the applicant will have to rectify the work, at their own cost, and may incur a further cost for the quantity surveyor to reassess the work. If the work is not rectified to a satisfactory standard, the Council may have the work corrected and will withhold part or, whole of the loan.
- Production of interim/final certificates.

14.2. Interim payments are considered at the discretion of the Council.

14.3. Invoices paid through credit card/hire purchase/extended credit agreements/finance leases/contra invoices and cash purchases **will not** be considered for loan funding. Payments must be in the form of BACS, Faster payments, CHAPS or cheque.

15. Publicity

15.1. Projects must erect a sign on site during the construction phase, acknowledging funding sources. This will be supplied by the Council.

15.2. The Council and Welsh Government reserves the right to publicise any project supported. This includes press releases and the publication of case study information with before and after data and photos to reflect the transformation achieved.

16. Loan Security / transfer conditions / repayment of loan

16.1. **Loan recipients will have a legal charge (together with a restriction) registered** in favour of the Council against the loan funded property/registered estate. The legal charge and restriction must remain registered against the property from the date of legal agreements and until the loan has been repaid in full.

16.2. All legal charges must be either first or (where Vale of Glamorgan Council receives confirmation from the first charge holder that it consents to a second charge) second charges. Third or subsequent charges will not be accepted. Where it has been agreed to accept a legal charge on an alternative property that is not the subject of the loan application, the alternative property must be located in England or Wales. However, the additional legal costs associated with this arrangement must be covered by the applicant.

- 16.3. To secure the legal charge, the loan (which includes any existing secured mortgage/loan and the Councils' loan) to value cannot exceed 80% of the property value in its current condition. A valuation of the property may be required alongside the application as a supporting document.
- 16.4. Where the property, which is to be offered as security for the loan already has a charge registered against it, written confirmation from the existing charge holder, confirming their consent to a further charge being placed against the property, will be required. (This is a Land Registry requirement).
- 16.5. The legal charge/restriction shall be in the form found in Annex 3 of this document, to prevent a disposal of the property without the Councils written consent.
- 16.6. Should the property title/estate have any existing charges or restrictions recorded against it then the applicant is required to assist the Council, as it so requires, in order to agree and complete any deed of priority that may be required to be entered into with any other party.
- 16.7. The applicant shall give the Council prior notice of any intention to vacate, transfer or register a charge against the property (or part of) to which the loan relates. If the loan is utilised for anything other than the previously agreed end use it will result in 100% of loan to be repaid at that point. In such cases penalty interest (at 6% of the loan amount) and legal fees may be applied.
- 16.8. The loan will need to be repaid within 3 years from loan completion date of the legal charge or by the date of disposal (if it is sold before this time), whichever is shorter.

17. Monitoring

- 17.1. Officers of the Council will be permitted full access to the property in order for them to evaluate the effectiveness of the loan aid and compliance with its terms and conditions. The applicant will be contacted in due course in order to arrange a monitoring visit. Visits to the loan-aided scheme by representatives of the Council will take place to monitor the progress of works. Thereafter, these visits will be arranged at 6 monthly intervals until all conditions and outputs are attained and demonstrated.

18. Loan Facility Agreement

- 18.1. A copy of the Loan Facility Agreement for the loan will be provided with the formal loan offer.

19. Submission of applications

- 19.1. Applications should be sent to the following address:
emptyproperties@valeofglamorgan.gov.uk

20. Useful Links

Property Improvements

Where loan funding is used to support the provision of housing units, schemes are required to comply with the Welsh Development Quality Requirements 2021 (WDQR 21) “Creating Beautiful Homes and Places” published in July 2021, including meeting the “space requirements” as set out in Appendix A and Appendix B

Welsh Development Quality Requirements 2021 (gov.wales)

<https://www.gov.wales/sites/default/files/publications/2021-08/development-quality-requirements-for-housing-associations.pdf>

In terms of value for money, affordable housing schemes must have regard to Welsh Government “Acceptable Cost Guidelines”. Any scheme that does not meet either WDQR 21 or has a Scheme Cost Index (as defined in the guidelines) above 120% should be discussed with your Project Officer.

[Planning Policy Wales - Edition 12](#)

Carbon impact

You are required to clearly demonstrate how you have considered the carbon emissions of your proposals and what action you have taken or will take to reduce or minimise them. Where the Funding is used to support domestic energy efficiency projects, schemes must follow the Welsh Government’s energy company obligation (ECO) funding criteria.

[Low Carbon & Resource Efficient Construction Procurement | WRAP beyond-recycling-strategy-document.pdf](#)

[Route map to net zero carbon Wales](#)

[Factsheet 1 overview of the Environment \(wales\) bill english](#)

[The Nature Recovery Plan for Wales - Part 1: Our Strategy for Nature](#)

[Local Places for Nature Capital Fund | The National Lottery Heritage Fund](#)

[Local Nature Partnerships Cymru - Home](#)

[Local Places for Nature - Keep Wales Tidy](#)

Well-being of Future Generations Act

[Well-being of Future Generations \(Wales\) Act 2015: guidance | GOV.WALES](#)

Digital Towns

[Home | Trefi Smart Town](#)

Business Plans

[Homepage | Business Wales](#)

Sell 2 Wales

[Sell2Wales: Welcome to Sell2Wales - Sell2Wales](#)

21. General Terms and Conditions

1. The loan will be used for exactly the purpose set out in the application form.
2. Applicants must comply with the procurement process of the relevant local authority for works connected with the loan.
3. A successful application for loan will not imply any continuation of funding for the project and will not automatically receive funding for any subsequent projects.
4. The applicant will not make any major changes to the project without first receiving agreement in writing from the Council.
5. The applicant will comply with any legislation and statutory approvals relevant to the project delivery.
6. Works must be completed within the agreed loan period unless in exceptional circumstances the Council approves an extension of this period in writing.
7. The loan is paid in arrears, and all original invoices, receipts, payroll, timesheets or other evidence of payment must be made available for all expenditure relating to the project, as well as defrayment evidence of all expenditure when the applicant is making a claim for the loan.
8. All recipients of loan must make their records and activities available for inspection by Officers appointed by the Council.
9. The information that is provided on the application form and supporting papers may be shared, for the prevention of fraud. The information may also be shared with other bodies administering public funds, for this purpose.
10. Welsh Government or the Council may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials. You will also further agree to cooperate with our reasonable requests to achieve the production of such materials.
11. All successful applicants will need to acknowledge they have received support from the Transforming Towns Placemaking Programme Fund in all publicity documents, media coverage, signage etc. More information on branding and guidance can be found on the following document: [Transforming Towns: publicity and branding guidance | GOV.WALES](#)
12. If the applicant's contact details as identified in the application changes, the applicant must notify the Council immediately and provide the new details.
13. The applicant will complete a monitoring report on the completion of the project as required by the Council and specific targets and outcomes as detailed in the offer letter.
14. The loan would be required to be repaid in full on demand if the applicant is found to have made any misrepresentation; has breached the loan terms and conditions; or, the property is not fully re-instated within 12 months of any occurrence giving rise to loss of or damage to the property.



Town Centre Loan Scheme

Quotation and Tender Guidance

**This document is available in Welsh /
Mae'r ddogfen hon ar gael yn Gymraeg**

**Correspondence is welcomed in Welsh or English /
Croesawir Gohebiaeth yn y Gymraeg neu yn Saesneg**

Introduction

This guidance is intended to support loan applicants in submitting a compliant and competitive tender for their Town Centre loan funded capital project. This project is funded by a Welsh Government Transforming Towns loan, and all procurement activity will adhere to the relevant public procurement regulations and principles of transparency, fairness, and value for money.

For projects with any quotes with a value of up to £25,000- 2 itemised quotes are required.

For projects with any quotes with a value of £25,000-£75,000 3 itemised quotes are required.

For projects with quotations over a value of £75,000, a formal tender process must take place and 4 tender responses are required. It is strongly recommended this is submitted through the designated e-tender portal: [Quick Quote - Sell2Wales](#)

You are expected to award contracts to the **most advantageous** quotation/bid supplied (achieving value for money and the successful delivery of the project).

Town Centre Loans Procurement rules:

You must ensure that all goods and services are competitively procured in accordance with the table set out below.

Estimated value	Tender action required	Evidence Required
Up to £25,000	2 written itemised quotes or prices sought from relevant suppliers of goods, works and/or services.	Evidence of the quotes at application stage. Invoices/receipts at loan claim stage.
£25,000-£75,000	A minimum of 3 written itemised quotes or prices sought from relevant suppliers of goods, works and/or services.	At application stage: Quotation Brief Specification Evidence of the quotes Invoices/receipts at loan claim stage.
Over £75,000	Formal tender process (4 tender responses)	At application stage: Form of tender template Tender brief Specification/ bill of quantities template Copies of bids Evidence of tender process via Quick Quote-Sell2Wales or an equivalent e-tender platform. Invoices/receipts at loan claim stage.

Quotations £25,000-£75,000

Applicants will need to provide copies of the 3 quotations responses as well as completing a quotation/tender comparison spreadsheet, provided by The Council. The Council also requires a copy of the quotation brief and specification.

Applicants can contact qualified organisations directly via email or letter to obtain a minimum of 3 quotes.

Quotations £75,000+

Applicants will need to provide copies of tender responses (which can be downloaded from Quick Quote - Sell2Wales if this platform is used) as well as completing a tender quotation comparison spreadsheet, provided by The Council. The Council also require a copy of the quotation brief and specification.

Applicants can invite bidders to apply for their tender, using the Quick Quote - Sell2Wales link once the opportunity has been uploaded.

Registering as a Buyer on Quick Quote - Sell2Wales

Click on the 'Sign in' at the top of the page, then select 'Register as a Buyer' and find your organisation using the 'Search for an existing buyer organisation' box. - If you locate your Buying Organisation, click on its name and fill out the form on the following page. An email is sent to your Buying Organisation Controllers so that they can assign you access.

If you cannot locate your Buying Organisation, use the 'Enter a new buying organisation' box to register a new Buying Organisation. On the following page, please fill out the form and 'Submit'. An email is sent to the support desk to start the process of creating a new Buying Organisation on the website. If you have never used Quick Quote - Sell2Wales before, you will need to register as new buying organisation.

Creating quotation/tender documents

You will need to create the following documents for your capital project:

Tender brief

Form of tender template

Specification/bill of quantities template to be filled out by the bidder

These documents will need to be uploaded in the Additional Documents Section of Quick Quote – Sell2Wales. It is your responsibility as the loan applicant/recipient to ensure that the required information has been made available.

Creating your tender brief for projects over £75,000

Please see below a suggested tender brief and evaluation criteria:

1. Project Overview

Project Title: [e.g. Restaurant Development and Energy Improvements]

Client: [Business/Organisation Name]

Funding Source: Welsh Government Loan via [e.g. Town Centre Loan Scheme]

Contract Type: [e.g. Design and Build]

Estimated Value: £[insert value] or you may wish to leave this open if you are unsure of the value.

Anticipated Contract Start Date: [Insert date]

Duration: [Insert project duration]

2. Scope of Works

The project includes but is not limited to:

- [e.g. Installation of energy efficiency measures such as solar PV, insulation upgrades, HVAC]
- [e.g. Refurbishment of internal office space, communal areas, and new signage/furniture]
- [e.g. Construction of bin store and installation of secure cycle parking]
- [e.g. Associated groundworks and compliance with building regulations]

Technical detail is provided in the **Specification / Bill of Quantities** document.

3. Tender Process Timeline

Milestone	Date
Tender Notice Published	[Insert date]
Deadline for Clarification	[Insert date/time]
Tender Submission Deadline	[Insert date/time]
Evaluation Period	[Insert date range]
Notification of Award	[Insert date]
Contract Start	[Insert date]

4. Submission Instructions

All tender submissions must be made via Quick Quote - Sell2Wales by the specified deadline. Late submissions **will not** be accepted.

Suppliers must:

- Register or log in to the e-tender platform
- Submit responses to all required documents, including:
 - **Completed Form of Tender**
 - **Completed Specification**
 - **Pricing Schedule**

Ensure uploaded documents are virus-free and readable.

All queries must be submitted via the messaging function within the e-tender platform.

5. Evaluating quotations and tender responses.

The process by which tenders in a competitive tendering procedure are assessed in order to determine the most advantageous tender (achieving value for money and the successful delivery of the project).

Applicants are required to inform bidders how their tender will be evaluated/scored.

6. Key Compliance Requirements

This procurement is funded by a Welsh Government loan and must comply with:

- Wales Procurement Act 2023 and Public Contracts Regulations
- Value for Money principles
- Subsidy Control / State Aid rules

Contractors must:

- Be VAT-registered and hold appropriate insurances
- Demonstrate financial stability (recent accounts may be required)
- Comply with all relevant health and safety, equality, and sustainability legislation

7. Post-Award Requirements

The successful contractor will be required to:

- Enter into an agreement with the winning bidder
 - Provide regular reporting on project progress and financial claims
 - Comply with monitoring, and evaluation requirements of the project.
 - Support project visibility and branding requirements where applicable (e.g. logos, signage)
-

Example

The Little Blue Café is expanding and has purchased a property in the local Town Centre to expand to a restaurant offering. They have been successful in obtaining a Town Centre Loan to the sum of £250,000 for the capital works.

Their procurement table is as follows:

Goods and services	Estimated cost	Procurement required
Commercial Fridge/ Freezer	£2000	2 written quotes
Commercial Oven	£3000	2 written quotes
New kitchen units	£30,000	3 written quotes
Tables and chairs	£15,000	2 written quotes
Extension works (wall removal, build and full space refit)	£200,000	Formal Tender Process. 4 bids

FAQs

1. How long do I need to advertise my tender for?

You need to advertise your tender for a minimum of 28 days.

2. I want to use an E-tender platform, how do I register for this?

There is information available on how to register on Quick Quote - Sell2Wales with the [Quick Quote-Sell2Wales Buyer Guidance](#) and the Helpline 0800 222 9004. However, if you need further support, Business Wales can also assist. Business Wales can be contacted on 03000603000 with lines open Monday to Friday 10am-4pm. In addition, there are some handy video guides here: [Supply Chain Support | Business Wales \(gov.wales\)](#)

3. Can bidders ask questions during the process?

Yes, bidders can ask questions throughout the live bidding process and answers should be published on your advertising platform for the benefit of all potential bidders.

4. What tender evidence do I need to evidence?

The tender process will be scrutinised as part of your loan award, as a requirement, we will ask to see the following:

1. Form of tender template
2. Tender brief
3. Specification/bill of quantities
4. Copies of bids received
5. Completion of the quotation/bid (tender response) table in the application form
6. Evidence of a tender process via an e-tender platform e.g. Quick Quote- Sell2Wales

The evidence provided will be scrutinised by the Council's quantity surveyor.

5. What if I have already chosen my suppliers or want to use a particular supplier, I have an existing relationship with?

You would need to ensure that best value is received and need comparative quotations to ensure best value.

6. What if I don't receive the requisite number of bids?

You have the option to go out to tender again for this work and look at revising the communication provided. If you only receive one bid, it is not ideal and likely to need to go out to tender again but upon request, the Council's quantity surveyor may support this, particularly for highly specialist work, following an evaluation of value for money. It is therefore strongly encouraged that applicants actively communicate with prospective suppliers they are inviting via Quick Quote- Sell2Wales to ensure a range of bids are received.

7. Am I able to send the tender opportunity to potential relevant bidders I am aware of?

Yes, you will invite the potential relevant suppliers to bid.

8. Welsh language

Where possible, you may wish to include Welsh translation and Welsh language considerations.

9. Do I have to use an e-tender portal for my tender?

Whilst it is strongly recommended to ensure your tender is compliant, a tender outside of the portal may be accepted. A tender process outside of the Quick Quotes -Sell2Wales portal must be compliant with Wales Procurement Act 2023, open for a set period of time and include a robust tender brief and specification/bill of quantities.

ANNEX 2



Town Centre Loan Scheme

Post-Completion Outcomes Record

**This document is available in Welsh /
Mae'r ddogfen hon ar gael yn Gymraeg**

**Correspondence is welcomed in Welsh or English /
Croesawir Gohebiaeth yn y Gymraeg neu yn Saesneg**

You may wish to refer to the information provided on the Outputs in the Town Centre Loan Guidance document.

Output	Total number	Relevant Evidence	Name of document/s uploaded providing the evidence
Gross jobs created TT 01		Written confirmation that jobs are to be created. Personnel records to show increase in headcount Any other documents showing these jobs relate to the project.	
Number of jobs accommodated (enabled through regeneration investment) TT 02		Floor plans Building specifications to support the number of new desks/positions provided.	
Enterprises accommodated TT 07		Floor plans Building specifications to support the number of new desks/positions provided.	
Non-residential Premises created or refurbished (sqm) TT 09	Sq. m	Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built	

Non-residential Premises created or refurbished (number) TT 10		Works – certificate of practical completion of the works. QS certification of works carried out, e.g. site services/utilities and infrastructure, foundations laid, walls and roof built	
Number of additional market housing units (Built or ready for Occupation - as a direct result of TT support) TT 11		The number of residential units recorded at the time a site is sold. The planning permission will define the total number of units to be created. The WG may instigate an audit process to review a sample of the residential units	
Number of empty homes brought back into use TT 15		Addresses of the properties improved and available for occupation.	
Non-residential units brought back into use TT 16		Addresses of the properties improved and available for occupation.	
Estimated Reduction in CO2 Equivalent Emissions TT 17		The reductions would be based on what would be expected to happen if the project did not go ahead. Calculation: Tonnes of carbon saved should be measured using Department for Environment, Food and	

	Tonnes	Rural Affairs (DEFRA) and Department for Business, Energy & Industrial Strategy GHG Conversion Factors for Company Reporting (https://www.gov.uk/government/publications/greenhouse-gas-reporting-conversion-factors-2022)	
Value of contracts/sub contracts awarded to SMEs based in Wales (£) TT 19	£	Copies of the post tender contract documents and 'form of tender'.	
Good-quality green roof space delivered to GRO Green Roof Code standards (square metres) TT 23	Sq. m	Drawings showing the green roof detail Specification of works Photographs of the completed works	
Green Walls TT 25	Sq. m	Drawings showing the green wall detail Specification of works Photographs of the completed works	
Digital Towns TT 27		Documentation to demonstrate the zone has been set up and what devices are connecting to it e.g., footfall counters, waste bin monitoring devices, soil moisture levels, air quality sensors, parking monitors	

ANNEX 3

DATED _____ **20[]**

(1) []

(2) Vale of Glamorgan Council

**LEGAL CHARGE
RELATING TO**

[]

THIS DEED OF LEGAL CHARGE made on the day of 20[]

BETWEEN:

THE MORTGAGOR

[] [(Company No: [])]
[whose registered address is] [of] []
]

THE MORTGAGEE

Vale of Glamorgan Council

WHEREAS pursuant to the Agreement the Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee under the Agreement

WITNESSETH as follows:

1. Definitions and interpretations

The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations:

“the Agreement” shall mean the Award of Funding letter dated [] which was accepted by the Mortgagor on the []

“this Charge” shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

“LPA 1925” shall mean the Law of Property Act 1925

“the Property” shall have the meaning ascribed to it in the First Schedule to this Charge and shall include all additions thereto and all fixtures and fittings in the nature of fixtures now or hereafter in or about the Property and shall include any part or parts thereof

“Secured Obligations” shall mean all monies obligations and liabilities from time to time due owing or incurred by the Mortgagor to the Mortgagee under or pursuant to the Agreement and which relate to the Property

1.1 The expressions “the Mortgagee” and “the Mortgagor” shall have the meanings respectively ascribed to them at the commencement of this Charge and shall include their respective successors in title and assigns and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor

1.2 Where “the Mortgagor” includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the

default of one of such persons or such bodies shall be deemed to be the default of all

- 1.3 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.4 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended replaced or re-enacted and includes reference to any subordinate legislation order regulation or direction made under or by virtue of that Act or legislation
- 1.5 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.6 Where a restrictive obligation is imposed on the Mortgagor it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1.7 This Charge incorporates the Schedules annexed hereto

2. Charge

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of legal mortgage as security for the payment and discharge of the Secured Obligations

3. Perform Agreement

The Mortgagor hereby covenants with the Mortgagee that it shall duly and punctually perform and discharge all its obligations and liabilities under or pursuant to the Agreement

4. Repair and Insurance

The Mortgagor shall keep the Property in a good and substantial repair and condition and will keep it insured against the normal comprehensive risks with an insurance company or underwriters of repute and in their full reinstatement value from time to time to the satisfaction of the Mortgagee. The said insurance shall be effected in the sole name of the Mortgagor with the interest of the Mortgagee being noted on the policy. If the Mortgagor fails to maintain or insure the Property the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a Mortgagee in possession. If the Property is leasehold and the property insurance is the obligation of the Landlord of the Property then if the Mortgagor shall procure the due compliance by the

Landlord with its insuring the obligations the Mortgagor shall be deemed to have complied with the Mortgagor's obligations under this Clause in relation to the Property.

5. Restrictions on Disposal etc

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee:

- 5.1 sell or dispose of the Property;
- 5.2 loan any lease of the Property at a premium reserving less than the open market rent of the Property with vacant possession with the intention of realising the capital value of the Property
- 5.3 mortgage charge or otherwise encumber the Property

6. Compliance with legislation

The Mortgagor shall observe and perform all covenants and all statutory requirements affecting the Property

7. Powers of Sale

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

8. Rights of Enforcement

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 immediately upon a demand for repayment being served by the Mortgagee

9. Power to Appoint and Powers of Receiver

At any time after the Mortgagee has made demand for the payment or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of the Agreement or of this Charge or if requested by the Mortgagor the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Mortgagee. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration costs charges and expenses. Such remuneration shall be at the rate agreed between the Mortgagee and the receiver and Section 109(6) of the LPA 1925 is hereby excluded. Any receiver appointed hereunder shall

have all the powers conferred by statute on receivers in addition to the following express powers:

- 9.1 to take possession of the Property
- 9.2 to alter improve develop complete construct modify refurbish or repair any building or land forming part of the Property
- 9.3 to sell lease or otherwise dispose of or deal with the Property
- 9.4 to take any proceedings as he shall think in respect of the Property
- 9.5 to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property
- 9.6 to enter into any agreement arrangement or compromise as he shall think fit
- 9.7 to insure the Property as he shall think fit
- 9.8 to appoint employees managers officers and workmen
- 9.9 to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- 9.10 to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment

10. Power of Attorney

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers loaned hereby

11. Further Assurance

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably

require in the exercise of any of the powers hereby conferred upon him.

12. Consolidation

Section 93 of the LPA 1925 (restricting the Mortgagee's right of consolidation) shall not apply to this Charge

13. Notices

Notices and demands by the Mortgagee may be given or served:

- 13.1 personally or by leaving the same at the registered office or last known address of the person to be served which shall thereupon be good and effective service
- 13.2 by first class pre-paid post. Service shall be deemed to have been effected 2 working days after posting
- 13.3 in the case of a deceased Mortgagor on his personal representatives notwithstanding that no loan of representation has been made of his estate in England and Wales if the notice is addressed to the deceased Mortgagor by name or to his personal representatives by title and is left at or sent by first class pre- paid post or by telex facsimile or other electronic means to the usual or last known address of the deceased Mortgagor

When sending by post service shall be deemed to have been effected 2 working days after posting.

14. Indemnity for Costs etc

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable and proper costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with any enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

15. Certification

A certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error) conclusive evidence for all purposes against the Mortgagor

16. H M Land Registry Restriction

The Mortgagor requests the Chief Land Registrar to enter the

following restriction on the Register of the Property:-

“No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Vale of Glamorgan Council referred to in the charges register or its conveyancer”

17. Delivery

This Charge is intended to be and is hereby delivered on the date hereof

18. Enforcement by Third Parties

The parties to this Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

19. Law and Jurisdiction

This Charge is governed by and shall be construed in accordance with the laws of England and Wales and the Mortgagor submits to the exclusive jurisdiction of the courts of England and Wales.

FIRST SCHEDULE

The Property

The Property shall mean all that piece or parcel of land known as [] which is registered with absolute title at the Land Registry under Title Number []

EXECUTED as a **DEED** on behalf of the Vale of Glamorgan Council by the affixing of its seal in the presence of:

Head of Legal and Democratic Services/Operational Manager Legal Services

[EXECUTED as a **DEED** by []

acting by

[]

a director

in the presence of:

Witness Signature:.....

Witness Name:.....

Witness Address:.....

Witness Occupation.....