



Byres Road & Lanes BID Company Limited

61 Byres Road

Glasgow

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Shop front Improvement Grants

Terms & Conditions

1) Definitions

‘BID Company’ – Byres Road & Lanes BID Company Limited.

‘BID area’ – the operational area of the Byres Road & Lanes Business Improvement District.

‘Business owner’ – the trading entity (sole trader, partnership, limited company) that owns the business occupying the shop premises for which the application is being made, and which is liable to pay the BID levy.

‘Commencement date’ – the grant scheme will become operational on 1st January 2016.

‘Heritage shopfront’ – A shopfront that is either original in construction and appearance, or one that recreates the appearance of a traditional Byres Road shopfront by incorporating elements typical of a traditional Byres Road shopfront.

‘Shop’ – business premises with a shopfront on either Byres Road, or one of the lanes within the BID area.

‘Shopfront’ – the entire visible frontage of the business premises.

‘Improvements’ – significant works of reconstruction or redecoration that visually and / or structurally enhance the shopfront.

‘Relevant date’ – the date of payment of the grant, being the date of the cheque.

2) The Grant

- a) The BID Company may, entirely at its discretion, with effect from the commencement date, award a grant towards the cost of making improvements to shopfronts.
- b) The maximum grant available is £500 for a shopfront, or £1000 for a heritage shopfront.
- c) The grant so awarded is 'match funding' – the maximum grant awarded will be 50% of the total cost (including vat) of the improvements (up to the maximum amount of grant available.)
- d) The maximum amount available for grant funding in total for any calendar year is £3000; the BID Board may vary this (up or down) in subsequent years, and may discontinue the grant scheme at any time.

3) Application

- a) Business owners wishing to apply for a grant must do so using the form for this purpose which is available from the BID office at 61 Byres Road, or from the BID website – www.visitwestend.com
- b) The form must be fully completed and be signed on behalf of the business by a properly authorised representative of the business owners who has authority to bind the business i.e. a company director, partner, or sole trader.
- c) Where the business owner is a limited company, the form must be signed by two directors, who in so signing acknowledge that they are guaranteeing the obligations of the company (see paragraph 8 below.)
- d) The application form must be accompanied by drawings and / or plans, and quotations, for the proposed work, that are sufficiently detailed and clear that the BID Company can ascertain exactly what work is proposed, and the cost of the work; applications that in the opinion of the BID Company do not meet this test will be rejected.
- e) The business owner must have obtained consent of their landlord (if applicable) and all necessary planning & listed building consents and building warrants (if applicable.) Copies of these consents must accompany the application.
- f) Business owners should note that there are strict planning requirements for shopfronts, particularly those within the Glasgow West Conservation Area (north of Highburgh Road.) Reference should be made to the appropriate guidelines, available on Glasgow City Council's website. An extract from DG/DES 3 – 'design guidance for listed buildings and properties in conservation areas' accompanies these T & Cs for guidance.
- g) Applications should be submitted to the BID Company office at 61 Byres Road.
- h) Applications will only be considered from business owners who have either paid their BID levy in full or are paying by instalments.

4) Assessment

- a) Applications will be assessed by the BID company's Grant's Officer, who will decide if the proposed work will be an improvement, and in the case of an application for a heritage shopfront, whether or not the shopfront is a heritage shopfront or will recreate a heritage shopfront.
- b) The Grant Officer will then make a recommendation to the Board of the BID, who will decide whether or not to award a grant, and if an award is to be made, the amount.
- c) The decision of the Board is entirely discretionary, and is final.
- d) The Board will give reasons for a refusal to award a grant, and may, if the business owner wishes, make suggestions that may lead to the application being considered more favourable if re-submitted.
- e) Only one grant will be made for a particular shopfront within a 5-year period, regardless of any change of ownership, except in exceptional circumstances (as to which, the BID Board will be sole judge.)
- f) If an application is rejected, it may be re-submitted provided it is materially different from the previous application.
- g) The BID Company may attach conditions to the grant funding if it thinks it appropriate to do so.
- h) The BID manager will communicate the outcome of the application as soon as reasonably practicable to the business owner, and if a grant is to be made, will confirm the grant amount, and conditions (if any) in writing; the business owner will require to counter-sign the grant award letter to confirm their acceptance of the terms & conditions; where the business owner is a limited company, the acceptance must be signed by two directors, who in so signing acknowledge that they are guaranteeing the obligations of the company (see para. 8 below.)

5) Verification

- a) Payment of the grant will only be made on completion of the work and upon the BID Company being satisfied that the work has been carried in accordance with the proposal, and to a reasonable standard.
- b) The business owner should notify the BID manager as soon as the work has been completed, and email, post, or deliver to the BID office invoices (or copies) from the tradesmen or contractors who have carried out the work.
- c) The BID Grants Office will revisit the shop to assess the work carried out, and whether it conforms to the proposal and has been carried out to a reasonable standard, and shall advise the BID Board accordingly.
- d) The BID Company reserve the right to withhold the grant funding in whole or in part should the BID Board decide that the work does not conform to the proposal and / or has not been carried out to a reasonable standard; in that

eventuality the business owner will be given an opportunity to have the work rectified.

- e) If the work has been carried out satisfactorily, the BID Company will make payment in the amount of the approved grant.

6) Payment

- a) Payment will be made by cheque or bank transfer payable to the business owner, within 7 days of payment being approved by the BID Board.

7) Repayment

- a) It is not the purpose of the grant scheme to subsidise improvement to shopfronts so that business owners may more easily sell their businesses or their premises; the BID Company also wishes to see improvements that have been grant aided to remain in their improved state for a reasonable period of time; for these reasons the grant may become refundable in certain circumstances.
- b) If, within one year of the relevant date, the business owner ceases to trade, sells the business, or materially alters the shopfront, then the full amount of the grant becomes repayable; in those circumstances the BID Company will write to the business owner demanding repayment within 14 days.

8) Guarantees

- a) The Business owner undertakes to perform the obligations contained in this agreement. If the business owner is a sole trader, the agreement must be signed by that individual; if the business owner is a partnership, the agreement must be signed by two of the partners; if the business owner is a limited company, the agreement must be signed by two directors, and by so signing the directors grant personal guarantees for the liabilities of the company.