

SCHEDULE 1

PART 1: THE PROJECT/PROGRAMME

The project is the construction of a new purpose built visitor hub in Galashiels to house the Great Tapestry of Scotland, highlighting the importance of the textile industry to the Scottish Borders and the provision of further education, community use and creative studio spaces in the adjacent heritage Post Office Building.

PART 2: PAYMENT OF GRANT

1. The total Grant of up to £2.5 million shall be payable by the Scottish Ministers to the Grantee quarterly and/or on receipt of a completed claim for Grant in the form set out in [SCHEDULE 2](#) together with the associated monitoring information set out in paragraph 4.1 of the Offer of Grant.
2. The total Grant shall be payable over the financial years 2017-18, 2018-19 and 2019-20. The Scottish Ministers shall not be bound to pay any instalment of the Grant which has not been claimed by the Grantee by 31 March of the applicable financial year, unless otherwise agreed in writing by the Scottish Ministers.
3. The Grantee shall provide a monthly profile of expenditure of the Grant before the start of the financial year. Any change to the profile or to the overall costs of the Project/Programme shall be notified to the Scottish Ministers at the earliest opportunity via the claims for Grant and monitoring reports.
4. Each claim shall be for an amount equal to the actual reasonable and proper costs and expenses incurred by the Grantee in connection with the Project since the submission by it of the last claim for an instalment of the Grant, or the estimated amount of the Grant required to meet the reasonable and proper costs and expenses of the Grantee in connection with the Project until the next claim is due to be submitted or where a legal commitment has been entered into and signed by both parties for the construction or purchase of property or services
5. Each claim shall be submitted together with such explanatory or supplementary material as the Scottish Ministers may from time to time require whether before or after submission of the claim.
6. On receipt of each claim (and any required documentation and information), the Scottish Ministers shall determine the amount of expenditure which they consider the Grantee has reasonably and properly incurred or shall reasonably and properly incur in connection with the Project having regard to that claim. The determination shall be based on the information provided by the Grantee in accordance with this Schedule. The Scottish Ministers shall use their best endeavours (but shall be under no obligation or duty) to pay the amount determined to the Grantee within 4 weeks of receiving a claim and any required documentation and information relevant to the claim

7. In order to facilitate the accrual of expenditure of the Grant for the financial year the Grantee shall, where appropriate, advise the Scottish Ministers in writing by 30th April the amount of the Grant actually expended up to and including 31 March.

**SCHEDULE 2
GRANT CLAIM FORM**

Organisation: «Name and Address»

Bank details: «Name and address, sort code, account number»

Project: «Name/Description»

Total agreed grant for: 2017-18 - £1 million

Latest forecast of expenditure of grant for: «20XX-XX»: «Amount»

Grant claimed to date: «Amount»

«Unexpended grant»: «Amount» *(where grant is paid in advance)*

«Claim for grant» or «Estimate of grant required» **for the period from** Click here to enter a date. **to** Click here to enter a date. *or to* Click here to enter a date.: «Amount»

We hereby claim «total» grant of «£XX» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated Click here to enter a date. **and the Schedules attached thereto.**

Completed by:

Position:

Contact Details:

Date:

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» to substantiate each amount.

| A | B | C | D |
|---------------|------------|--------------------|---|
| Item | Amount (£) | Paid Invoice [Y/N] | Other (please specify, e.g. certificate of payment in kind) |
| | | | |
| | | | |
| TOTAL* | | | |

* Note the total should add up to the total expenditure claimed for the period.

SCHEDULE 3

STATEMENT OF COMPLIANCE WITH CONDITIONS OF GRANT

The Great Tapestry Visitor Centre project

This is to confirm that the grant claimed by the Scottish Borders Council in relation to the above Project/Programme during the financial year ended 31 March 2018 was properly due and was used for its intended purpose(s) in accordance with the terms and conditions of the Grant. This statement is supported by the records of the Scottish Borders Council.

Signed:

Name in block capitals:

Position:

Date: [Click here to enter a date.](#)

SCHEDULE 4

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Grantee’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Default” means:

- a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent mis-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“Grant” means the grant offered by the Scottish Ministers to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grantee” means the person, organisation or body to which the Grant will be payable as specified in these Conditions. Where two or more persons, organisations or bodies are the Grantee, references to the “Grantee” are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

“Intellectual Property Rights” means all copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in any materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or generated as part of the Project by or on behalf of the Grantee.

“Project/Programme” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Payment” means each of the payments specified in Schedule 1 hereto.

RCGF-17-66 - Scottish Borders Council - Regenerating Galashiels - Great Tapestry Visitor Centre - project funding update Redacted – 38(1)(b)

Sent: Wed 17/01/2018 14:23

From Redacted – 38(1)(b)

To Redacted – 38(1)(b)

Redacted – 38(1)(b)

Thank you for your email. A brief update on the project is as follows:

- Detailed planning consent for the GToS Visitor Centre was secured in December 2017
- We are currently finalising Heads of Terms with Royal Mail to acquire the former Post Office building
- Finalising Galashiels Masterplan for approval by Council on 25th January 2018
- Procurement of Main Works Contractor will commence w/c 22nd January 2018
- Award of Demolition Contractor expected early February 2018

Trust the above is acceptable. If you require any further information, please do not hesitate to contact me.

Regards,

Redacted – 38(1)(b)

From: Redacted – 38(1)(b)

Sent: 16 January 2018 15:43

To: Redacted – 38(1)(b)

Subject: RCGF-17-66 - Scottish Borders Council - Regenerating Galashiels – Great Tapestry Visitor Centre - project funding update

Dear Applicant

Thank you for submitting Stage 2 Application to the Regeneration Capital Grant Fund.

The Investment Panel will meet on 26th January 2018.

If there has been any changes to the project funding package since submitting the application which you would like the Panel to be made aware of, please can you send a short update to the RCGF mailbox.

Please note that we are not accepting any updates to your submitted application. This is only to provide an update to the Panel on the funding package for the project. The update should be kept as short as possible.

Can I also ask that you provide me with a nil response if you do not intend to supply an update to the project.

All responses should be returned to the RCGF mailbox at RCGF@gov.scot by 17:00 on Tuesday 23 January 2018. We hope to be in a position to notify all applicants of the outcome of their application by week commencing 12 February 2018.

Regards

Redacted – 38(1)(b)

I Regeneration – Capital Investment | Social Justice & Regeneration Division | Scottish Government | 6th Floor | 5 Atlantic Quay | 150 Broomielaw | Glasgow G2 8LU

Redacted – 38(1)(b) | <https://beta.gov.scot/policies/regeneration/>

**SCHEDULE 2
GRANT CLAIM FORM**

Organisation: Scottish Borders Council

Bank details: Redacted 33(1)(b)

Project: Great Tapestry of Scotland

Total agreed grant for: 2017-18 - £1 million

Latest forecast of expenditure of grant for: 2017 – 2018 is £1,018,521.

Grant claimed to date: £0

We hereby claim £1m» grant of «£2.5m» in respect of the above period in accordance with the terms and conditions of the offer of Grant dated 19/12/2017 and the Schedules attached thereto.

Completed by: Redacted 38(1)(b)

Date: 28 February 18

Items of Expenditure

Please list in the table below all discrete items of expenditure relevant to the above period and the type of documentary evidence that «X has been submitted» or «X will be made available on request» to substantiate each amount.

| A | B | C | D |
|---------------------|-------------------|---------------------------|--|
| Item | Amount (£) | Paid Invoice [Y/N] | Other (please specify, e.g. certificate of payment in kind) |
| Redacted – 33(1)(b) | | | |

*** Note the total should add up to the total expenditure claimed for the period.**

RCGF-17-66 - Scottish Borders Council - Regenerating Galashiels - Great Tapestry Visitor Centre - Stage 2 – announcement

From: Redacted – 38(1)(b)

To: Redacted – 38(1)(b)

CC: Redacted – 38(1)(b)

Redacted – 38(1)(b)

Many thanks. On behalf of Scottish Borders Council, I can confirm receipt.

Regards,

Redacted – 38(1)(b)
Scottish Borders Council

Redacted – 38(1)(b)

From: Redacted – 38(1)(b)

Sent: 12 March 2018 14:07

To: Redacted – 38(1)(b)

Subject: RCGF-17-66 - Scottish Borders Council - Regenerating Galashiels – Great Tapestry Visitor Centre - Stage 2 - announcement

REGENERATION CAPITAL GRANT FUND – FIFTH ROUND

Project Recommended for Funding

| | |
|---------------------------------------|---|
| RCGF-17-66 | Scottish Borders Council |
| Project title Centre | Regenerating Galashiels – Great Tapestry Visitor |
| Indicative award | £ 1,180,000 |

Dear Redacted – 38(1)(b)

I am writing in relation to your Stage 2 application to the Regeneration Capital Grant Fund (RCGF) Fifth Round 2017.

The Investment Panel met and made recommendations to COSLA and Scottish Ministers who have now agreed the final list of projects .

I am pleased to confirm that your project detailed above **has been recommended for funding**.

Please note that final grant awards are **indicative** as all applications are subject to final technical checks prior to final offers of grant being issued.

You will receive correspondence shortly confirming this recommendation. It will detail any technical issues within the application which require clarification and will provide guidance on how you should respond to this request.

Final grant offer letters for projects will be issued once all remaining technical issues are satisfactorily resolved.

If you have any queries in the meantime please do not hesitate to contact me.

Regards

Redacted – 38(1)(b)

I Regeneration – Capital Investment | Social Justice & Regeneration Division | Scottish Government | 6th Floor | 5 Atlantic Quay | 150 Broomielaw | Glasgow G2 8LU

Redacted – 38(1)(b) | <https://beta.gov.scot/policies/regeneration/>

T:
Redacted – 38(1)(b)

Redacted – 38(1)(b)

Scottish Borders Council
Council Headquarters
Newtown St. Boswells
Melrose
TD6 0SA

E-copy: Redacted – 38(1)(b)

Our ref: RCGF-17-66

31 May 2018

Redacted – 38(1)(b),

OFFER OF GRANT FOR SCOTTISH BORDERS COUNCIL

The Scottish Ministers in exercise of their powers under the provisions of Section 126 of the Housing Grants, Construction and Regeneration Act 1996 hereby offer to give to **Scottish Borders Council** (“the Grantee”) a grant of up to **£1,180,000** STERLING, payable over the financial year 2018/ 2019 in connection with the project **RCGF-17-66 - Regenerating Galashiels – Great Tapestry Visitor Centre**, which is more particularly described in Part 1 of **SCHEDULE 1** (“the Project”) and subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in **SCHEDULE 4** shall have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, sub-paragraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement shall not be varied except by an instrument in writing signed by both parties.