

Comhairle Contae Thiobraid Árann Thuaidh
North Tipperary County Council



HOUSING ACTS, 1966 – 1992
HOUSING REGULATIONS 1980 AS AMENDED

SCHEME FOR MAKING LOANS FOR IMPROVEMENT OF HOUSES
UNDER SECTION 11 OF THE HOUSING (MISCELLANEOUS PROVISIONS) ACT, 1992

EVERY LOAN MADE BY THE COUNCIL SHALL BE GOVERNED BY THIS SCHEME AND THE PROVISIONS OF THE HOUSING (MISCELLANEOUS PROVISIONS) ACT, 1992 AND THE REGULATIONS MADE THEREUNDER. IT MUST BE CLEARLY UNDERSTOOD THAT THIS SCHEME SHALL BE READ IN CONJUNCTION WITH THE RELEVANT MORTGAGE DEED ENTERED INTO BY THE COUNCIL WITH THE BORROWER. APPLICANTS ARE ADVISED NOT TO ENTER INTO COMMITMENTS IN CONNECTION WITH THE IMPROVEMENT OF A HOUSE UNTIL A LOAN HAS BEEN APPROVED BY THE COUNCIL.

In this Scheme: -

- (a) where the male gender is used it shall be taken to include the female gender;
- (b) "the Council" means North Tipperary County Council
- (c) the "Engineer" means the County Engineer for the time being of the Council or such other Engineer, Architect, or person as for the time being may be deputed by the Council or by the Engineer or act on his behalf;
- (d) the interest rate means such rate as may be fixed from time to time by the Council in accordance with the Housing Regulations;
- (e) "Gale Days" mean the days of the year nominated by the Council for payment of the monthly installments which as of this date are the first day of each month.

1. **General**

- (a) The Council is prepared to consider applications for loans for the improvement of houses situated in North Tipperary. Loans will be made in accordance with the provisions of the above legislation and this Scheme.
- (b) In order to qualify for an improvement loan, the Council must be satisfied that: -
 - (i) the dwellinghouse is suitable for improvement;
 - (ii) the improvement works are necessary for the purpose of providing suitable housing accommodation;
 - (iii) the dwellinghouse will be used as a dwelling when the works have been carried out.

2. **Income Limits**

Income eligibility for housing loans will now be determined on the basis of an income formula, which takes account of second incomes, but on a reduced weighting. For the purposes of determining the eligibility of an applicant on income grounds, the product of the formula, $2.5 \times A + B$, must not exceed €100,000 for a two income household and €40,000 for a single income household, in the income tax year immediately preceding the date of the application for the loan:

- A is the larger of the incomes of the borrower and, if any, that of the borrower's spouse or any person cohabiting as husband or wife with the borrower or any joint borrower(s); and
- B is the income, if any, of such spouse, person cohabiting or joint borrower(s), as the case may be.

It is important to note that the income formula set out above is to establish eligibility on income grounds and not to determine the amount of the loan.

Examples of how the proposed formula and upper limit would work in different circumstances are shown below.

	Single Income Household	Single Income Household	Two Income Household	Two Income Household
Principal Income	€36,615	€40,500	€28,917	€30,515
Subsidiary Income	Nil	Nil	€18,654	€25,000
Formula	€36,615 x 2.5 = €91,538	€40,500 x 2.5 = €101,250	€28,917 x 2.5 + €18,654 = €90,947	€30,515 x 2.5 + €25,000 = €101,288
Eligible?	Yes	No	Yes	No

3. **Amount of Loan:**

MAXIMUM LOANS:

The maximum secured loan is €38,000 or 95% of the cost of the works less grants, if any, payable in respect of the work.

The maximum unsecured loan (i.e. without completion of mortgage documents) is €15,000.

4. **Repayment of a Loan:**

A loan shall be repaid by an annuity of principal and interest combined. A loan shall be repaid with interest at the interest rate within such period not exceeding 15 years from the second gale day following the payment of the final instalment as may be determined by the Council.

Repayments shall be made in monthly instalments varied in accordance with the interest rate on the gale days. Interest, at the interest rate, on loan advances shall be payable from the tenth day following advancement of Paying Order to the Council's Solicitor. Interest on the interim advances at the interest rate shall be paid at monthly intervals on the gale days following the advance and shall be demanded in like manner as the annuity.

5. **Use of the House as a Dwelling:**

The Council shall not make a loan in respect of a house unless the house is used or is intended to be used primarily as a dwelling.

6. **Making of loans by instalments**

Normally, an advance in respect of the improvement of the house may be made in instalments as the work progresses. However, no instalment will normally be paid until the legal formalities are completed except in the case of unsecured loans (see number 3).

It is important for borrowers to note that when the works have reached an advanced stage, they should notify the Council accordingly so that an inspection can be carried out with a view to paying an instalment of the loan. Final instalment will be paid on completion of the works to the satisfaction of the Council's Engineer and the applicant has complied with the relevant planning conditions and Building Regulations. The total amount of instalments paid will not at any time before completion of the house exceed 90% of the value of the works done up to that time on the construction of the house including the value of the interest of the borrower in the site thereof or 90% of the amount of the loan, whichever is the lesser.

7. **Special Repayment of Loans:**

The borrower may, on paying all sums due on account of interest, repay to the Council the whole of the outstanding principal of the loan, or any part thereof.

8. **Duties of the Council:**

Before making a loan the Council shall satisfy themselves

- (a) That the borrower occupies or intends to occupy the house as his normal place of residence.
- (b) That the value of the ownership of the house is sufficient to provide adequate security for the loan.
- (c) That the title to the ownership is one which an ordinary mortgage would be willing to accept. No advance will be payable by the Council unless and until the applicant's Title to the site has been certified by the Council's Solicitor to be in order.
- (d) That the repayment of the loan to the Council is secured either by: -
 - (i) an instrument vesting the ownership (including any interest already held by the borrower) in the Council subject to the right of redemption by the borrower, or,
 - (ii) in a case where the ownership of the borrower consists of a leasehold interest, by an instrument of

- (iii) mortgage by subdemise in the Council, subject to the right of redemption by the borrower, or, where the title to the ownership is registered under the provisions of the registration of Title Act, 1964, by an instrument charging the ownership with payment to the Council of the amount of the loan, together with the interest thereon.
- (iv) In case the loan proposed to be made under this scheme, does not exceed €15,000 the Council may, at its discretion make the loan without requiring the aforementioned security. Applicants will, however, be required to complete the appropriate Agreement with the Council in relation to repayment of the loan.
- (e) The Council may require the borrower and two sureties to enter into a bond with the Council to be prepared by the Council's Solicitors to indemnify the Council against all loss, damage, expenses and costs which the Council may incur by reason of granting an advance to the borrower, and against the breach of any obligations on the part of the borrower, whether imposed by the Act or by these conditions.

9. **Duties of the Borrower:**

A house in respect of the improvement of which a loan has been made shall, until the loan with interest thereon is fully paid, or until the Council shall have recovered possession of the house in accordance with the provisions of Section 11 of the Housing (Miscellaneous Provisions) Act, 1992, be held subject to the following conditions:

- (a) Every sum for the time being due in respect of principal or interest shall be paid punctually on the gale days.
- (f) The borrower shall use the house as his normal place of residence unless the housing authority consent to his residing elsewhere either indefinitely or for a specified period.
- (g) The borrower will insure and keep insured the house against loss or damage by fire and such other risks as the Council may from time to time specify in the joint names of the borrower and of the Council in such sums as will from time to time represent the true replacement value thereof not being less, at the commencement of the cover, than such sum as the Council may decide, and to have cover effected under such policy or policies of insurances linked to the Housing Building Cost Index as published from time to time by the Minister; lodge the Fire Insurance Policy with the Council to be retained by it; duly and punctually pay all insurance premiums on foot of the new policy or policies of insurance as same become due and forthwith on demand produce to the Council the receipt for every such premium; direct the Insurance Company in writing to notify the Council forthwith if any premium shall not be paid on the day when same falls due; apply all moneys which may be received by virtue of any such policy or policies either in making good the loss or damage in respect of which the same has been received or in or towards discharge or redemption of the loan hereby secured, or as shall be required by the Council **AND** if any such premium of Fire Insurance shall not have been paid by the borrower on the date when same falls due the Council may pay same without reference to the borrower and forthwith collect the amount so paid from the borrower as a simple contract debt. The Council reserves the right: -
 - (i) at all time, to pay the premium direct to the Insurance Company and in such event, the borrower shall recoup the Council the premium so paid when paying the next following monthly instalment;
 - (ii) to arrange for insurance with Council's own Insurers and to recoup the cost of same in conjunction with the monthly instalment.
- (h) The house shall be kept in good structural condition.
- (i) The house shall not be used in such manner as to be a nuisance to the owners or occupiers of adjacent houses.
- (j) Any person, authorised by the Council in writing for that purpose may at all reasonable times enter the house for the purpose of ascertaining whether the conditions specified in this Scheme are complied with.
- (k) Immediately on demand by the Council pay as a simple contract debt all costs, damages and expenses which the Council may incur by reason of any neglect or default on the part of the borrower to comply with any of these conditions or by reason of any neglect or default of any other conditions or obligations imposed by the Act;
- (l) If the borrower should not comply with each and every obligation and condition to be complied with on his behalf whether by reason of the Act or by any of these conditions, then notwithstanding anything therein contained or any existing agreement by the Council to accept payment of the monthly instalments the borrower will forthwith immediately on demand in writing therefor by the Council repay to the Council the entire balance of the advance at the time being unpaid together with interest.

- (i) All the rights, powers and authority given to the Council by these conditions are to be in addition to all rights, powers and authority which the Council may have from time to time by Statute and the borrower and his sureties, if any, will comply with all lawful directions and demands which from time to time may be made by the Council whether authorised by these conditions and/or any statute for the time being in force. The Council shall at all reasonable time be entitled to inspect said house by its Engineer or other person authorised in writing and such Engineer or other person shall be entitled to enter the house and inspect it for the purpose of ascertaining whether the obligations and conditions aforesaid are being observed and complied with by the borrower;
- (j) All monies due to the Council in respect of an advance may be recovered by the Council from the borrower as a simple contract debt in any Court of competent jurisdiction.

10. **Legal Costs**

The borrower will discharge costs of the Council's Solicitors in connection with the preparation, execution, stamping and registration of the Mortgage and indemnify the Council against such costs. The borrower will also be responsible for payment of his own legal costs.

11. **Transfer of Interest**

The borrower shall not without the consent of the Council at any time, transfer his interest in the house and any such transfer shall be made subject to the conditions set out in the Scheme.

12. **Liability of Borrower**

A borrower shall be personally liable for the repayment of any sum due in respect of a loan until he shall have transferred with the consent of the Council under Clause 14 of this Scheme, his interest in the house in respect of which the loan was made.

13. **Recovery of Possession**

The Council in the event of failure by the borrower to pay monthly repayments as they become due, have power to recover possession of the house through the District Court, and following securing vacant possession, the house may then be sold in the open market. All monies due to the Council on foot of the loan including interest, legal costs, auctioneers fees and all other appropriate outgoings in connection with the sale will first be deducted from the sale price and the balance (if any) remaining thereafter will be paid over to the borrower.

14. **Borrower not to carry out works without permission, etc.**

The borrower will not without the written consent of the Council as mortgagee, and having first obtained the necessary permissions and approvals under the Local Government (Planning & Development) Acts, 1963 to 1993 Bye-Laws (if any) and Building Regulations or other relevant enactments, make any structural alterations or additions to the mortgaged property nor carry out any development nor change the use thereof within the meaning of the said Local Government (Planning & Development) Acts, 1963 to 1993.

15. **Compliance with Planning Laws**

The borrower will comply in full with the Local Government (Planning & Development) Acts, 1963 to 1993, the bye-laws (if any) and Building Regulations 1997 and all other enactments and regulations relating to planning and development which may from time to time affect the mortgaged property and within 14 days of the receipt by the borrower of any permission, consent, licence or other document affecting the mortgaged property, (notwithstanding that the same may have issued or emanated from the Council in a capacity other than as mortgagee on foot of the mortgage) deliver the same to the Council to be kept with the deeds and documents of title affecting the mortgaged property.

16. **Completion of Works**

Where the Council has paid an instalment or instalments of the loan to the borrower and the erection of the house has not been completed within twelve months from the date of completion of mortgage or charge or such further time as the Council will permit, the entire amount of the instalments paid to the borrower together with all interest accrued thereon at the interest rate will, if demanded, be repayable to the Council in one sum on the first Gale Day next following the expiration of twelve months from the date of payment by the Council to the borrower of the first instalment of the loan. For the purpose of this proviso the Certificate of the Engineer that the said house has not been fully completed within the period aforesaid will be conclusive and binding on the borrower.

17. **Inspections by the Council or its Agent – Structural Condition of House**

The attention of the borrower is drawn to the fact that any inspections by staff employed by the Council or by any of the Council's Agents, of the house mortgaged to the Council is purely for the information of the Council to establish by visual and cursory examination that it is a saleable security **AND THE COUNCIL DOES NOT ACCEPT ANY STATUTORY OR COMMON LAW DUTY OF CARE TO THE BORROWER TO ENSURE THAT THE DWELLINGHOUSE IS PROPERLY CONSTRUCTED OR FREE OF DEFECTS.** The granting of a loan shall not imply any Warranty on the part of the Council in relation to the state of repair or condition of the house or its fitness for human habitation. The Council will not be responsible for any loss or damage that the borrower may suffer as a result of defects in the dwellinghouse whether structural or otherwise.

The Council does not propose charging the borrower any fee for any inspection carried out on the Council's behalf.

The borrower is advised to retain his own professional advisor to ensure that the house is structurally sound and fit for habitation.

18. **General matters for the attention of the borrower**

- (a) The approval will be cancelled after a period of twelve months if the loan is not taken up within that period. The works must be started within three months from loan approval date – or such extended period as may be agreed to by the Council, in either case.
- (b) Approval to the making of a loan will be conditional on the applicant first obtaining planning permission/approval where necessary to the proposed works and to the improvement works being designed and constructed where appropriate in accordance with the Building Regulations, 1997.
- (c) Every application for a loan shall be considered entirely on its own merits and the Council reserves the right to refuse any application.
- (d) Where, in the opinion of the Council, it is desirable that the borrower should provide collateral security: -
 - (i) for repayment of the loan, or
 - (ii) that the improvement works will be duly completed within a reasonable time, or as herein before provided,
 the borrow shall provide such collateral security by an independent solvent surety, or sureties in such amount, and subject to such conditions, as the Council consider reasonable.

19. **Application Fees**

With each application for a loan a fee of €15.00 must be lodged with the Council. If for any reason an advance is not made and the application is held to have been made bona-fide, this sum may be refunded but only if the Council have not already incurred any expenses in connection with the application. If the latter event no portion of the fee will be refunded.

20. **Application Forms**

All applications for loans shall be made on official forms, which are available from the Council.

The borrower will: -

- (i) complete an application form;
- (ii) give the Council, in writing, adequate information regarding his/her circumstances as well as satisfy the Council that he/she will meet the repayments of the loan as same fall due, **and**
- (iii) will submit any plans, documentation and certificates as requested by the Council.

21. **Additional Requirements after Loan Approval is Granted**

Loan approvals are given, subject to the following conditions: -

- (a) The Council having available the necessary funds at any given time;
- (b) Planning Permission/Approval being granted, (where applicable), and the conditions of such Planning Permission/Approval being complied with.
- (c) The works, where appropriate, being designed and constructed in accordance with the Building Regulations.
- (d) Satisfactory title to the property being offered to the Council. Submission of title will not be required in the case of unsecured loans.
- (e) The completion of the Mortgage/Deed of Charge and/or any other legal requirement as may be required by the Council as security for the loan or any part thereof.

22.

Service of Notices

Any notice required or authorised by these presents to be served by the Council on the borrower and/or the spouse will be sufficiently served if sent by ordinary prepaid post or delivered by hand in a letter addressed to the borrower and/or the spouse at the mortgaged property and such notice shall be deemed to have been duly served in the case of delivery by post at the time at which a letter sent in the ordinary course of post would be delivered at the mortgaged property and in the case of delivery by hand on the date of actual delivery.

NOTWITHSTANDING THE PROVISIONS CONTAINED IN THIS DOCUMENT, ALL SUCCESSFUL APPLICANTS ARE ADVISED TO READ THE TERMS AND CONDITIONS OF THEIR MORTGAGE AND SEEK ADVICE FROM THEIR OWN LEGAL ADVISOR BEFORE COMPLETING SAME.

ANY PERSON FURNISHING FALSE INFORMATION IN SUPPORT OF HIS APPLICATION FOR A HOUSING LOAN WILL BE DISQUALIFIED FROM THE GRANT OF A LOAN. WHERE THE COUNCIL HAVE NOTIFIED THEIR INTENTION TO GRANT A HOUSING LOAN AND IT SUBSEQUENTLY TRANSPIRES THAT THE APPLICANT HAS FURNISHED FALSE INFORMATION TO THE COUNCIL, THEN THE COUNCIL RESERVE THE RIGHT TO CANCEL THE GRANT OF THE LOAN THEREBY NULLIFYING THE NOTICE OF INTENTION TO DO SO.

HOUSING SECTION,
CIVIC OFFICES,
LIMERICK ROAD,
NENAGH.

JAN., 2006

Comhairle Contae Thiobraid Árann Thuaidh
North Tipperary County Council



ACHTA UM THITHÍOCHT, 1966
- 1992 RIALÚCHÁIN TITHÍOCHTA 1980 MAR AR ATHRAÍODH

SCÉIM CHUN IASACHTAÍ A THABHAIRT DO FHEABHSÚ TITHE
FAOI RANNÓG 11 DE ACHT NA TITHÍOCHTA, 1992 (FORÁLACHA ILGHNÉITHEACHA)

RIALÓFAR GACH IASACHT TUGTHA AG AN GCOMHAIRLE AG AN SCÉIM SEO AGUS AG FORÁLACHA UM ACHT TITHÍOCHTA (FORÁLACHA ILGHNÉITHEACHA), 1992 AGUS AG NA RIALÚCHÁIN FAOI NÍ FOLÁIR GO DTUIGFEAR GO SOILÉIR GO LÉIFEAR AN SCÉIM SEO I BPÁIRTÍOCHT LEIS AN NGNÍOMHAS MORGÁISTE CUÍ ATÁ IDIR AN CHOMHAIRLE AGUS AN IASACHTAÍ. COMHAIRLÍTEAR DO IARRTHÓIRÍ GAN AON CHEANGAL A CHUR ORTHU FÉIN LE FEABHSÚ TÍ GO MBÍONN AN IASACHT CEADAITHE AG AN GCOMHAIRLE

Ins an Scéim seo nuair a úsáidtear inscne fireann glactar leis go bhfuil an inscne baineann i gceist, chomh maith;

- (f) Comhairle Thiobraid Árann Thuaidh a ciallaíonn "An Chomhairle;
- (g) Sé atá san "Innealtóir" Innealtóir Contae faoi láthair an Chontae nó aon Innealtóir, Ailtire atá ceaptha ina ionad faoi ag an gComhairle nó ag an Innealtóir a ghníomhaíonn ar a shon;
- (h) sé a chiallaíonn an ráta úis ná an ráta a bheadh socruithe ó am go chéile ag an Chomhairle de réir na Rialúcháin Tithíochta;
- (i) Sé atá i "Laethanta Gálar" ná na laethanta sa bhliain atá ainmnithe ag an Chomhairle na gálaí míosúla a dhíol atá mar an chéad lá de gach mí ar an dáta áirithe seo.

10. Ginearálta

- (c) Tá an Chomhairle sásta iarratais a phlé faoi fheabhas a chur ar thithe suite i dTiobraid Árann Thuaidh. Tabharfar na h-iasachtaí de réir fhorálacha na reachtaíochta thuas agus na Scéime seo.
- (d) Chun bheith i dteideal iasacht feabhsaithe a fháil ní foláir don Chomhairle a bheith sásta: -
 - (iv) go bhfuil an tigh cónaithe in ann a bheith feabhsaithe;
 - (v) go bhfuil na h-oibreacha feabhsaithe riachtanach chun cóiríocht cheart tithíochta a sholáthar;
 - (vi) go n-úsáidfeadh an tigh cónaithe mar áit chónaithe nuair a bheidh na h-oibreacha déanta.

11. Teorainn Ioncaim

Déanfar cáilitheacht ioncaim amach do iasachtaí tithíochta anois ar bhonn fhoirmle ioncaim a thógann an dara ioncaim san áireamh ach ar ualú laghdaithe. Chun cáilitheacht iarrthóra ar bhonn ioncaim ní cóir toradh na foirmle, $2.5 \times A + B$, bheith sa bhreis ar €100,000 do thigh dhá ioncam nó €40,000 do thigh aon ioncaim, don bhliain chánach díreach roimh chur isteach ar an iarratas:

- A is ea an ceann is mó des na h-ioncaim ag an iasachtaí, agus más ann, céile an iasachtaí, nó aon duine atá ina chónaí mar chéile leapa mar fhear nó mar bhean leis an iasachtaí nó aon chomh-iasachtaí(ithe); agus
- B is ea ioncam, más ann, de aon chéile, céile leapa nó chomh-iasachtaí(ithe) mar a oiriúnóidh.

Tá sé tábhachtach go dtuigtear go bhfuil an fhoirmle ioncaim leagtha amach thuas ann chun cáilitheachta a dhéanamh amach ar bhonn ioncaim agus ní chun méid na h-iasachta a mheas.

Tá samplaí leagtha amach thíos ar conas a oibreodh an fhoirmle mholta agus an uas-theorainn faoi choinníollacha difriúla.

	Teaghlach Aon ioncam	Teaghlach Aon ioncam	Teaghlach dhá ioncam	Teaghlach dhá ioncam
Ioncam Príomha	€36,615	€40,500	€28,917	€30,515
Fo-Ioncam	Nil	Nil	€18,654	€25,000
Foirmle	€36,615 x 2.5 = €91,538	€40,500 x 2.5 = €101,250	€28,917 x 2.5 + €18,654 = €90,947	€30,515 x 2.5 + €25,000 = €101,288
Cáilitheach?	Tá	Nil	Tá	Nil

12. **Méid na h-Iasachta**

UASMHÉID NA N-IASACHTA

Sé €38,000 uasmhéid na h-iasachta urraithe nó 95% de chostais na n-oibreacha líude deontais, más ann, díolta ar son na h-oibre.

Sé uasmhéid iasacht neamh-urraithe (eadhon gan na doiciméid mhorgáiste a bheith críochnaithe) ná €15,000.

13. **Aisíoc na h-Iasachta:**

Aisíocfar iasacht trí bhliantacht ina bhfuil an bunairgead agus an t-ús le chéile. Díolfar an iasacht le h-ús ag an ráta úis laistigh den dtéimhse nach mó ná 15 bliain ón dara lá gála tar éis an tráthchuid deiridh do bheith díolta de réir mar a shocraíonn an Chomhairle.

Déanfar na h-aisíocfaí ar bhonn gálaí míosúla de réir an ráta úis ar na laethanta gála. Beidh ús, ar an ráta úis, ar iasachtaí tugtha, in-díolta ón deichiú lá i ndiaidh cur ar aghaidh an Ordú Díolacháin chuig Dlíodóir na Comhairle. Díolfar ús ar na tabhartais eatramhacha ag an ráta úis ag eatraimh mhíosúla ar na laethanta gála i ndiaidh an tabhartais agus éileofar é mar a déantar leis an mbliantacht.

14. **Úsáid an Tí mar Áit Chónaithe**

Ní thabharfaidh an Chomhairle iasacht i leith tí mura bhfuil an tigh in úsáid, nó i gceist a bheith in úsáid mar áit chónaithe go príomha.

15. **Iasachtaí á dtabhairt ina ngálaí**

Go coitianta, is féidir iasacht i leith feabhas a chur ar thigh a bheith tugtha ina ghálaí de réir mar atá an obair ag dul ar aghaidh. Mar sin féin, ní dhíolfar aon ghála, de ghnáth, go mbíonn cúrsaí dlí curtha i gcrích ach amháin i gcás iasachtaí neamh-urraithe (Féach uimhir a 3).

Tá sé tábhachtach do iasachtaí aire a thabhairt, nuair a bhíonn na h-oibreacha go maith chun cinn, go gcuirfidís an Chomhairle ar a h-eolas faoi sin i dtreo is go bhféadfadh iniúchadh a bheith déanta orthu i dtreo is go ndólfadís tráthchuid de iasacht. Beidh an tráthchuid deiridh díolta nuair a bheidh an obair críochnaithe a shásaíonn Innealtóir na Comhairle agus go bhfuil an t-iarrthóir tar éis cloí leis na coinníollacha pleanála cuí agus na Rialúcháin Tógála. Ní bheidh iomlán na ngálaí díolta ag aon am roimh críochnú an tí níos mó ná 90% de luach na n-oibreacha déanta ag an am sin ar thógáil an tí le luach suim an iasachtaí ina shuíomh nó 90% de mhéid na h-iasachta, pé ceann is lú.

16. **Aisíoc Speisialta na n-Iasachtaí**

Is féidir leis an iasachtaí, tar éis gach suim a dhíol a bhaineann le ús, an bun airgead go léir atá fágtha ar an iasacht, nó aon chuid de a dhíol ina iomlán.

17. **Dualgais na Comhairle**

Sula dtugann sí iasacht sásóidh an Chomhairle í féin

- (m) go gcónaíonn an t-iasachtaí nó go bhfuil i gceist aige cónaí san tigh mar a ghnáth áit chónaithe
- (n) go bhfuil luach úinéireacht an tí in ann baránta cuí don iasacht a shásamh.
- (o) Go bhfuil teideal na h-úinéireachta den chineál go mbeadh gnáth-mhorgáiste sásta glacadh leis. Ní bheidh aon iasacht in-díolta ag an Chomhairle mura bhfuil agus go dtí go mbeidh teideal an iarrthóra don suíomh cruthaithe ag Dlíodóir na Comhairle go bhfuil sé in ord.
- (p) go bhfuil aisíoc na h-iasachta don Chomhairle urraithe ag -
 - (v) ionstraim ag dlísiú na h-úinéireachta (agus aon suim atá ag an iasachtaí cheana) don Chomhairle agus an ceart ag an iasachtaí é a aisghabháil, nó,
 - (vi) nó sa chás go bhfuil úinéireacht an iasachtaí mar shuim léasa, trí ionstraim mhorgáiste a fhorfhorléasadh don Chomhairle agus an ceart ag an iasachtaí é a aisghabháil, nó,

- (vii) sa chás go bhfuil teideal na h-úinéireachta cláraithe faoi fhorálacha um Acht Teidil, 1964, ag ionstraim ag díriú na h-úinéireachta méid na h-iasachta, agus aon ús atá air, a dhíol leis an gComhairle.
 - (viii) I gcás nach bhfuil an iasacht molta faoin scéim seo níos mó ná €15,000 is féidir leis an Chomhairle, ar a conlán féin, an iasacht sin a thabhairt gan an urrús thuasluaite a lorg. Beidh ar iarrthóirí, áfach, an Socrú cuí a dhéanamh leis an Chomhairle faoi aisíoc na h-iasachta.
- (q) d' Fhéadfadh an Chomhairle a bheith ag lorg go rachadh an t-iasachtaí agus dhá urra i mbannaí leis an Chomhairle a ullmhóidh Díodóirí na Comhairle chun an Chomhairle a shlánú i gcoinne chailteanais, damáiste agus costas a fhéadfadh a bheith ag an Chomhairle toisc iasacht a thabhairt don iasachtaí agus i leith aon bhriseadh ar dhualgais ó thaobh an iasachtaí de, bídís curtha i bhfeidhm ag an Acht nó ag na coinníollacha seo.

18. Dualgais an Iasachtaí

Beidh tigh go bhfuil iasacht tugtha ar san a fheabhsaithe, go dtí go mbíonn an iasacht, mar aon le aon ús, díolta ar ais ina iomlán, nó go bhfaigheann an Chomhairle seilbh ar an dtigh de réir fhorálacha Rannóg 11 um Acht Tithíochta (Forálacha Ighnéitheacha), 1992, coimeáda faoi na coinníollacha seo a leanas:

- (b) Díolfar gach suim faoi láthair i leith bhunairgid agus úis in am ar na laethanta gála.
- (r) úsáidfidh an t-iasachtaí an tigh mar a ghnáth áit chónaithe mura dtoilfionn an Chomhairle dó cónaí in áit éigin eile ar feadh am éiginnte nó ar feadh am faoi leith.
- (s) Tógfaidh an t-iasachtaí árachas amach ar an dtigh agus coimeádfaidh sé árachas air i gcoinne chailteanais nó damáiste trí thine nó ó aon bhagairt eile a luafadh an Chomhairle ó am go chéile agus é in ainm an iasachtaí agus na Comhairle le chéile le suimeanna a réiteodh le luach athchur fíor ó am go h-am nach mbeidh, mar sin, níos lú ag tús an chlúdaigh ná an tsuim a shocróidh an Chomhairle dó agus go mbeadh clúdach dá leithéid faoin bpolasaí nó faoi na polasaithe árachais nasctha le Innéacs Costas Tógála Tithíochta mar atá foilsithe ó am go h-am ag an Aire; an Polasaí um Árachais Tine a thabhairt don Chomhairle chun é a choimeád; na préimheanna uile nó an cailteanas a shlánú, go bhfuil an t-airgead faighte ina dtaobh nó é d'úsáid chun díol as an iasacht, go bhfuil se ina urra aige, nó í a ghlanadh, nó mar a bheidh se á lorg ag an Chomhairle **AGUS** mura bhfuil aon phréimh dá leithéid de chuid Árachais Tine díolta ag an iasachtaí ar an lá dlúe d' fhéadfadh an Chomhairle é a dhíol gan tagairt don iasachtaí agus ina dhiaidh sin an t-airgead sin díolta a bhailiú ón iasachtaí mar fhiacha simplí conradh. Glacann an Chomhairle chuici féin an ceart: -
 - (iii) i gcónaí an phréimh a dhíol díreach leis an Comhlacht Árachais agus ina leithéid de chás, díolfaidh an t-iasachtaí an phréimh sin ar ais leis an Chomhairle nuair a bheidh sé ag díol an chéad tráth-chuid mhíosúil eile;
 - (iv) árachas a eagrú le lucht Árachais na Comhairle féin agus a chostas san a fháil ar ais i dteannta leis an dtráth-chuid mhíosúil.
- (t) Coimeádfar struchtúr an tí go maith.
- (u) Ní úsáidfear an tigh i slí go mbeadh sé ina chúis crá do úinéirí nó do sealbhóirí na dtithe máguaird.
- (v) Is féidir le h-aon duine, údaraithe ag an Chomhairle i scríbhinn don ghnó san, dul isteach san tigh ag aon am réasúnta, chun fháil amach bhfuiltear ag cloí leis na coinníollacha atá leagtha síos ag an Scéim.
- (w) Go ndíolfaí ar an dtoirt éileamh ón Chomhairle mar conradh fiacha simplí costais uile, damáiste agus caiteachas a bheadh ar an Chomhairle de bharr aon fhaillí nó easnamh de chuid an iasachtaí gan cloí le h-aon cheann des na coinníollacha sin nó de bharr aon fhaillí nó easnamh ar aon choinníollacha nó dualgais eile leagtha síos ag an Acht.
- (x) Dá dtarlódh sé nach gclóíonn an t-iasachtaí le gach uile dhualgas agus coinníoll gur cheart dó toisc an t-Acht nó trí aon cheann des na coinníollacha seo, ansin in ainneoin aon ní atá san ní sín, nó aon chonradh reatha ag an Chomhairle glacadh le tráth-chuid mhíosúil an iasachtaí íocfaidh an t-iasachtaí láithreach bonn baill, ar éileamh i scríbhinn ón Chomhairle, iomlán na h-iasachta atá fágtha gan díol ag an am mar aon leis an ús.
- (i) Tá na cearta, cumhachtaí agus an t-údarás uile tugtha ag an Chomhairle ag na coinníollacha seo sa bhreis ar na cearta agus na cumhachtaí a bhíonn ag an Chomhairle ó am go h-am de réir Reachtíochta agus cloífidh an t-iasachtaí agus a chuid urraithe, más ann dóibh, le gach comhairle agus éilimh a dhéanfaidh an Chomhairle, ó am go h-am, bídís údaraithe ag na coinníollacha seo/nó ag aon reachtaíocht i bhfeidhm faoi láthair. Beidh de cheart ag an Chomhairle ag aon am réasúnta a h-Innealtóir nó aon dúin eile údaraithe i scríbhinn, a chur chun an tigh sin a iniúchadh agus beidh cead ag an Innealtóir sin, nó an duine eile, dul isteach sa tigh agus é a iniúchadh chun féachaint bhfuil na dualgais agus na coinníollacha réamhráite á chur i bhfeidhm ag an iasachtaí.
- (ii) Is féidir an t-airgead uile ag an Chomhairle ar an iasachtaí bheith faighte ar ais ag an Chomhairle mar iasacht simplí conradh in aon Chúirt leis an gcumhacht cuí.

23. Costais Dlí

Díolfaidh an t-iasachtaí costais Díodóirí na Comhairle a bhaineann le ullmhúchán, riaradh, stampáil agus clárú an Mhorgáiste agus tabharfaidh sé urraíocht don Chomhairle ar chostais dá leithéid. Beidh an t-iasachtaí freagrach as a chostais dlí féin, chomh maith.

24. **Aistriú Leasa**
Ní bheidh cead ag an iasachtaí riamh, gan cead na Comhairle a leas ins an dtígh a aistriú agus is cóir aon aistriú dá leithéid clof leis na coinníollacha leagtha amach ins an Scéim.
25. **Dliteanas an Iasachtaí**
Beidh an t-iasachtaí freagrach go pearsanta as aísoc aon airgid i leith na h-iasachta go dtí go mbíonn sé tar éis a leas san tigh gur bhain an t-iasacht leis a aistriú, le toil na Comhairle faoi Chláisail 14 na Scéime.
26. **Aisghabháil na Seilbhe**
Tá an cumhacht ag an gComhairle, sa chás go dteipeann ar an iasachtaí na tráth-chodanna míosúla a aísoc nuair a bhíonn siad dlite, ais-sheilbh d'fháil ar an dtígh trí an Chúirt Dúiche, agus tar éis seilbh ghlan a ghabháil ar an dtígh is feidir é a dhíol ansin ar an margadh oscailte. Beidh aon airgead atá ag dul don Chomhairle mar gheall ar an iasacht le ús, costais dlí, táillí ceantálaithe agus aon chostais eile sa áireamh, a bhaineann leis an díolachán, bainte de phraghas an díolacháin agus beidh an fuílleach (más ann dó), ina dhiaidh sin, díolta leis an iasachtaí.
27. **An t-Iasachtaí gao aon obair a dhéanamh gan cead &rl.**
Níl cead ag an iasachtaí, gan cead i scríbhinn na Comhairle mar mhorgáisteoir, agus gan a bheith tar éis cead agus moltaí d'fháil faoi Achta Tógála an Rialtais Áitiúil (Pleanáil agus Forbairt), Fo-Dhlíthe 1963 go dtí 1993 (más ann) agus Rialúcháin Tógála nó faoi aon dlíthe eile, aon athruithe struchtúr nó breiseanna a chur leis an sealúchas faoi mhorgáiste, nó aon fhorbairt a dhéanamh, nó an úsáid a athrú de réir bhrí Achta úd (Pleanáil agus Forbairt) an Rialtais Áitiúil 1963 go 1993.
28. **Comhlíonadh Dlíte Pleanála**
Comhlíonfaidh an t-iasachtaí forálacha uile Achta (Pleanáil agus Forbairt) an Rialtais Áitiúil, 1963 go 1993, na fo-dhlíthe (más ann) agus Rialúcháin Tógála 1997 agus gach achtachán agus rialúchán eile a bhaineann le pleanáil agus forbairt a fhéadadh dul i bhfeidhm ó am go h-am ar shealúchas an mhorgáiste agus laistigh de 14 lá tar éis don iasachtaí aon chead, toil, ceadúnas nó aon doiciméad a bhaineann le sealúchas an mhorgáiste, (in ainneoin go bhféadadh a leithéid a bheith tagtha nó eisithe ón Chomhairle agus ní de bharr gur morgáisteoir í) seolfaidh sé é chun go mbeadh sé coimeáda le gníomhais agus doiciméid teidil a bhaineann le sealúchas an mhorgáiste.
29. **Críochnú na n-Oibreacha**
Sa chás go bhfuil an Chomhairle tar éis gála nó gálaí na h-iasachta a dhíol leis an iasachtaí agus nach bhfuil tógáil an tí críochnaithe laistigh de dhá mhí dhéag iar chríochnú an mhorgáiste nó muirear nó pé am breise is a cheadóidh an Chomhairle beidh méid na ngálaí uile díolta leis an iasachtaí móide aon ús atá cnuasaithe ag an ráta úis in-íochta, má éilítear é, i gcnapshuim amháin ar an gcéad Lá Gála eile i ndiaidh dhá mhí dhéag tar éis don Chomhairle an chéad tráth-chuid den iasacht a dhíol. Ar son aidhmeanna an choinníll seo beidh Teastas an Innealtóra a dúirt nach raibh an tigh críochnaithe ar fad laistigh den dtréimhse réamh ráite do-chloíthe agus ina cheangal ar an iasachtaí.
30. **Iníúchtaí ag an Chomhairle nó ag a Gníomhaire – Caihdeán Struchtúir an Tí**
Dírítear aire an iasachtaí go mbíonn aon iníúchtaí ag an bhfoireann fostaithe ag an Chomhairle nó ag aon de Ghníomhairí na Comhairle ann, ar bhonn amháin, eadhon eolas a sholáthar don Chomhairle trí scrúdú radhairc neafaiseach faoi an bhfuil sé ina bhanna in-díolta **AGUS NÍ GHLACANN AN CHOMHAIRLE AON DUALGAS CÚRAIM REACHTÚIL NÓ DLÍ COITEANN DON IASACHTAÍ A DHEIMHNIÚ GO BHFUIL AN TIGH TÓGTA I GCEART NÓ SAOR Ó LAIGÍ.** Níl aon Bharánta ion-tuigthe ó thaobh na Comhairle de toisc iasacht do bheith tugtha i dtaobh dheisiú nó riocht an tí nó faoina chóiríocht mar áit chónaithe. Ní bheidh an Chomhairle freagrach as aon chailteanas nó damáiste a tharlódh don iasachtaí de bharr laigí ar an dtígh cónaithe bíds ina struchtúr nó in aon slí eile.
- Níl i gceist ag an Chomhairle aon tuille a chur ar an iasachtaí as ucht aon iníúchadh déanta ar son na Comhairle.
Moltar don iasachtaí a chomhairleoir proifisiúnta féin a fhostú chun a dheimhniú go bhfuil an tigh i gceart ó thaobh struchtúir de agus oiriúnach chun cónaithe ann.
31. **Nithe Ginearálta do aire an iasachtaí**
- (e) Beidh an moladh faoin iasacht cealaithe tar éis dhá mhí dhéag mura bhfuil glactha leis an iasacht laistigh den dtréimhse sin.
Níorbh fholáir na h-oibreacha do bheith tosaithe laistigh de thrí mhí ó dháta cheadaithe na h-iasachta nó ó thréimhse bhreise aontaithe ag an Chomhairle, i ngach chás.
 - (f) Beidh ceadú na h-iasachta ag braith ar an gcoinníoll go bhfaighidh an t-iarrthóir cead pleanála/faomhadh nuair atá sé sin riachtanach don obair mholta agus don obair fheabhsaithe atá á ndearadh agus á dtógáil nuair is cuif de réir na Rialúcháin Tógála, 1997.
 - (g) Beidh gach iarratas le h-aghaidh iasachta á mheas ar a fhiúntas féin agus glacann an Chomhairle chuici féin an ceart aon iarratas a dhiúltú.
 - (h) Sa chás, i dtuairim na Comhairle, go bhfuil sé in-mholta go soláthródh an t-iasachtaí urrús comhthaobhach:-
 - (iii) chun an t-iasacht a aísoc, nó
 - (iv) go gcríochnófar na h-oibreacha feabhsúcháin dá éis laistigh de am réasúnta, nó mar ar soláthraíodh anseo cheana, tabharfaidh an t-iasachtaí urrús comhthaobhach trí urrús neamhspleách so-

acmhainneach nó trí urrúis de mhéid áirithe agus faoi choinníoll de short a cheapadh an Chomhairle atá réasúnta.

32. Táillí iarratais

Caithfidh táille de €15.00 a thaisceadh leis an Chomhairle le gach iarratas ar iasacht. Má tharlaíonn sé, ar aon chúis, nach dtugtar an iasacht agus go nglactar go raibh an t-iarratas déanta bona fide, is féidir an tsuim seo a thabhairt ar ais mura bhfuil aon chostais ar an Chomhairle i dtaobh an iarratais. Má tá an ní réamhráite amhlaidh ní dhíolfar ar ais aon chuid den dtáille.

33. Foirmeacha Iarratais

Déanfar gach iarratas ar iasachtaí ar fhoirmeacha oifigiúla, atá ar fáil ón gComhairle.

Sé a dhéanfaidh an t-iasachtaí

- (iv) foirm iarratais a líonadh
- (v) go leor eolais a thabhairt don Chomhairle faoina c(h)aighdeán beatha chomh maith leis an Chomhairle a shásamh go n-aisíocfaidh sé/sí gálaí na h-iasachta de réir mar a bhíonn siad in-íoctha, agus
- (vi) go n-aighneoidh sé/sí aon phleananna, doiciméid nó teastais a lorgódh an Chomhairle.

34. Riachtanais eile a bheith ón Chomhairle nuair a bhíonn an Iasacht Ceadaithe

Ceadáítear iasachtaí, ag braith ar na coinníollacha seo a leanas:

- (f) Go mbíonn an t-airgead riachtanach dóibh ar fáil ag an Chomhairle ag aon am faoi leith;
- (g) Cead Pleanála/Faomhadh á thabhairt (nuair is cuí) agus bheith dlíis do choinníollacha úd an chead Pleanála/Faomhadh;
- (h) Na oibreacha, nuair is cuí, a bheith deartha agus tógtha de réir Rialúcháin na Tógála;
- (i) Teideal sásúil don sealúchas a bheith á thairiscint don Chomhairle. Ní lorgófar aighniú an teidil i gcás iasachtaí neamh-urraithe.
- (j) b'Fhéidir go mbeadh críochnú an Mhorgáiste/Gníomhas Muirir agus/nó aon riachtanas dlíthiúil eile a bheadh á lorg ag an Chomhairle mar urrúis ar an iasacht nó ar aon chuid de.

35. Fógraí á bh-Fógairt

Beidh aon fhógra riachtanach nó údaraithe, i dtaobh na nithe seo faoi chaibidil, ag an Chomhairle ar an iasachtaí agus/nó ar an gcéile friotháilte i gceart má chuirtear é tríd an ngnáth-phost réamh-íoctha nó eiseachada ag an lámh i litir le ainm an iasachtaí agus/nó an c(h)eile air ag sealúchas an mhorgáiste agus féachtar air go raibh an fógra seo friotháilte i gceart i gcás eiseachada tríd an bpost ag an am go mbeadh litir curtha sa phost sa ghnáth-shlí á seachada ag sealúchas an mhorgáiste agus i gcás eiseachada ag an lámh ar dháta an eiseachada féin.

D'AINNEOIN NA FORÁLACHA INS AN DOICIMÉID SEO, MOLTAR DO GACH IARRTHÓIR GUR ÉIRIGH LEO TÉARMAÍ AGUS COINNÍOLLACHA A MHORGÁISTE A LÉAMH AGUS COMHAIRLE A LORG ÓNA CHOMHAIRLEOIR DLÍ FÉIN SULA LÍONFAIDÍS É. DÍCHÁILEOFAR AON DUINE Ó IASACHT A FHÁIL A SHOLÁTHRAÍONN EOLAS BRÉAGACH AG TACÚ LENA IARRATAS LE H-AGHAIDH IASACHT TITHÍOCHTA. SA CHÁS GO BHFUIL AN CHOMHAIRLE TAR ÉIS A CHUR IN IÚL GO BHFUIL SÍ CHUN DEONTAS TITHÍOCHTA A THABHAIRT AGUS GO BHFAIGHEAR AMACH IAR SAN GO BHFUIL AN T-IARRTHÓIR TAR ÉIS EOLAS BRÉAGACH A SHOLÁTHAR DON CHOMHAIRLE TÓGANN AN CHOMHAIRLE AN CEART CHUICI FÉIN AN IASACHT A CHEALÚ AGUS MAR THORADH AIR SIN CEALAÍONN SIAD AN AIDHM A BHÍ I GCEIST FAOIN É A DHÉANAMH, CHOMH MAITH.

AN RANNÓG TITHÍOCHTA
OIFIGÍ CATHARTHA
BÓTHAR LUIMNIGH
AN t-AONACH
CO. THIOBRAID ÁRANN