



Llywodraeth Cymru  
Welsh Government

## Appendix C

Mr Phil Holmes  
Chief Exec, Head of Department, Chair of JAC  
City & County of Swansea  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN

24 March 2021

Dear Mr Holmes

### **Award of Funding in relation to the Sustainable Development Fund for the Gower Area of Outstanding Natural Beauty [Gower AONB 21/22]**

#### **1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful and funding of up to £100,000 (*one hundred thousand pounds*) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022 and must be claimed in full by 14<sup>th</sup> March 2022 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

#### **2. Statutory authority**

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Environment, Energy and Rural Affairs one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006.

#### **3. Interpreting the Conditions**

Any reference in the Conditions to:

**'you', 'your'** is to Gower AONB, Swansea Council

**'we', 'us', 'our'** is to the Welsh Ministers;

**'Welsh Government Official'** is to

Thom Hadfield  
Welsh Government  
Landscapes and Outdoor Recreation  
Land Nature and Forestry  
Cathays Park, Cardiff

Tel: 07896 917077

Email: [Thom.Hadfield@wales.gov.uk](mailto:Thom.Hadfield@wales.gov.uk)

or such other Welsh Government official as we may notify you.

**'Project Manager'** is to

Mike Scott  
Gower AONB Officer  
Swansea Council  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN  
Tel: 01792 63 5741 or 07974 798 969  
Email: [Mike.Scott2@swansea.gov.uk](mailto:Mike.Scott2@swansea.gov.uk)

**'Conditions'** is to the terms and conditions set out in this letter and the Schedules;

**'Costs Incurred'** is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

**'Notification Event'** is to any of the events listed in Schedule 3;

**'Indicative Payment Profile'** is to the indicative payment profile set out in Schedule 4;

**'Personnel'** is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

**'Schedule'** is to the schedules attached to this letter;

and

**any reference to any legislation** whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

#### **4. Use of the Funding**

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the “**Purposes**”).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the “**Targets**”).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

#### **5. Funding pre-conditions**

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
  - (i) this letter signed by you;
  - (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

## **6. How to claim the Funding**

The Funding will be paid to you during the third week of December and the third week in March in arrears based on Costs Incurred by you in the delivery of the Purposes

- (a) You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (b) You must submit your claims for payment of Funding to the Welsh Government Official.
  - i) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim
  - ii) confirmation that you are operating in all respects in accordance with your constitution; and
  - iii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;

We will aim to pay all valid claims as soon as possible and typically within 28 days.

## **7. Your general obligations to us**

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;

- (e) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (g) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (h) notify us of any funding received by you from any source in relation to the effects of the spread of the Coronavirus (COVID-19) including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) there are no conflicts of interest whether actual, potential or perceived;

- (g) acceptance of this award of Funding will not result in duplicate funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

## **9. Notification Events and their consequences**

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider the Notification Event is not capable of remedy or (ii) if we consider the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
  - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
  - (ii) we notify you that the Notification Event is not capable of remedy; or
  - (iii) a course of action to address the Notification Event is not agreed with you; or
  - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
  - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
  - (i) withdraw the award of Funding; and/or
  - (ii) require you to repay all or part of the Funding; and/or
  - (iii) suspend or cease all further payment of Funding; and/or
  - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
  - (v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or

- (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand.

## **10. Monitoring requirements**

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including :
  - i) an annual report on the performance of the Sustainable Development Fund delivered by August 2022
  - ii) a breakdown of all projects supported included in final claim by 14<sup>th</sup> March 2022
  - iii) and an outline of all supported projects for the year (to be submitted alongside the submission of the November claim).
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

## **11. Audit Requirements**

- (a) You must:
  - (i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
  - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable

by the Welsh Government, Wales Audit Office or any UK subsidy enforcement body or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

## **12. Third party obligations**

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

## **13. Intellectual property rights and publicity**

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.



## 14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the “FOIA”), the Environmental Information Regulations 2004 (the “EIR”), the Data Protection Act 2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”).
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
  - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
  - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here <http://beta.gov.wales/privacy-notice-welsh-government-grants>

## 15. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

## 16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

***“Notice in relation to the Gower Area of Outstanding Natural Beauty [Gower AONB 21/22]”.***

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

(c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post:	on the second working day after the date of posting.
By hand:	upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next working day if after 4pm or on a weekend or public holiday.

## **17. Equal opportunities**

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

## **18. Welsh language**

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:  
<http://www.comisiynyddygydraeg.cymru/hybu/en/home/Pages/home.aspx>

## **19. Sustainable development**

Your use of the Funding must contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government. You must work in a

sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

## **20. Welsh Ministers' functions**

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

## **21. General**

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.

- (g) In circumstances where you comprise 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 bodies shall be deemed to be the default of all.
- (h) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

## 22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter
- (b) We must receive your signed letter within 28 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by- Simon Pickering, Head of Branch; Landscapes and Outdoor Recreation  
under authority of the Minister for Environment, Energy and Rural Affairs, one of the Welsh Ministers

## **SCHEDULE 1**

### **The Purposes**

The Purpose of the Funding is to enable you, through partnerships, to develop and test ways of living and working more sustainably in association with enhancing natural beauty, wildlife, culture, landscape, land use and community within the context of the goals and sustainable development principles in the Well-being of Future Generations Act.

When administering the Fund, AONB Officers should ensure that all projects encompass, but are not confined to, the following purposes:

- To explore innovative ways of contributing to the opportunities and challenges set out in the Natural Resource Policy.
- To build capacity in local communities, and to develop and support community-based projects promoting sustainable development objectives.
- To generate greater awareness and understanding of sustainability amongst residents and visitors, and facilitate positive behaviour change.
- To deliver and promote the purposes of the AONB and the objectives as set out in the AONB Management Plan.

All projects must meet the Welsh Government's current agenda for the environment and sustainability, including, specifically, the **Well-Being and Future Generations (Wales) Act 2015** and the **Natural Resources Policy** (which facilitates the implementation of the **Environment (Wales) Act 2016**).

## SCHEDULE 2 The Targets

Description of the Target	Date by when it should be achieved?	Evidence required
Support and deliver a series of community projects within the AONB	31st March 2022	Outline summary November 2021, final report August 2022

### **SCHEDULE 3**

#### **Notification Events**

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme
10. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
13. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;

14. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
15. you are unable, or admit in writing your inability, to pay your debts as they fall due;
16. any distress, execution, attachment or other process affects any of your assets;
17. a statutory demand is issued against you;
18. you cease, or threaten to cease, to carry on all or a substantial part of your business;
19. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
20. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
21. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.



**SCHEDULE 4**  
**Indicative Payment Profile**  
**(refer to Conditions 5(b), 6(a) and (b))**

<b>Instalment number</b>	<b>Earliest date for claim</b>	<b>Last date for claim</b>	<b>Documents which must accompany claim pro-forma</b>
1	01 November 2021	30 November 2021	Project outline summary report
2	01 March 2022	14 March 2022	Final project report to follow in August 2022

An Indicative Payment Profile is used when the timing and/or amounts of payment of the Funding vary and/or where distinct evidence or information is required in support of each instalment. All timescales for claiming the Funding must fit within the period set out in Condition 1(b).

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Funding [Gower AONB SDF 2021/22] and the Conditions relating to the Funding.

\_\_\_\_\_  
An authorised signatory of **Swansea Council** Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date

\_\_\_\_\_  
An authorised signatory of **Swansea Council** Signature

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date