



Llywodraeth Cymru
Welsh Government

This document was downloaded from GOV.WALES and may not be the latest version.

Go to <https://gov.wales/woodland-creation-grant-terms-and-conditions-html> (<https://gov.wales/woodland-creation-grant-terms-and-conditions-html>) for the latest version.

Get [information on copyright](https://gov.wales/copyright-statement) (<https://gov.wales/copyright-statement>).

GUIDANCE

Woodland Creation Grant: terms and conditions

Full terms and conditions applying to grants.

First published: 8 December 2022

Last updated: 8 December 2022

Contents

Introduction (#section-111637)

1. Definitions (#section-111639)

2. Use of the Funding (#section-111641)

3. Funding pre-conditions (#section-111643)

4. How to claim the Funding (#section-111645)

5. Management Control (#section-111647)

6. Your general obligations to us (#section-111649)

7. Contract Amendments (#section-111651)

8. Declarations (#section-111653)

9. World Trade Organisation and Subsidy Control (#section-111656)

10. Notification Events and their consequences (#section-111658)

11. Monitoring requirements (#section-111660)

12. Audit Requirements (#section-111662)

13. Third party obligations (#section-111664)

14. Intellectual property rights and publicity (#section-111666)

15. Penalties and Breaches (#section-111668)

16. “Force Majeure” (#section-111670)

17. Privacy Notice: Welsh Government Grants (#section-111672)

18. Interpretation (#section-111674)

19. Equality (#section-111676)

20. Welsh language (#section-111678)

21. Sustainable development (#section-111680)

22. Welsh Ministers’ functions (#section-111682)

23. General (#section-111684)

Annex 1 (#section-111686)

Introduction

The Terms and Conditions of Grant for the Woodland Creation Grant are detailed below. Please read the Terms and Conditions before you accept the Contract.

1. Definitions

Any reference in the Conditions to:

“You”, “Your” is to; the name and registered address of grant recipient as detailed in the Contract.

“Agricultural activity” means the production, rearing or growing of agricultural products including harvesting, milking, breeding animals and keeping animals for farming purposes, or maintaining the land in good agricultural and environmental condition.

“Beneficiary” and **“Beneficiaries”** means an operator, body or firm, whether public or private, responsible for initiating, or both initiating and implementing operations or receiving support under the Contract.

“Purposes” means the Woodland Creation parcels and payment schedules.

“Contract Land” means the land parcels listed in the Woodland Creation Grant Contract.

“Management Control” means the Beneficiary has full management control of the Contract Land which is at their disposal to fulfil the Woodland Creation Grant

contractual obligations for the Contract term.

“**Notification Event**” is to any of the events listed in Annex 1.

“**Scheme Breach**” means any non-compliance with a requirement contained within this contract.

“**Transfer**” means the lease or sale or actual inheritance or anticipated inheritance of land or any other definitive transfer thereof.

“**Transferee**” means the person to whom the Beneficiary transfers, sells or otherwise disposes of his land.

“**Woodland**” means woodland mapped under Natural Resources Wales

“National Forest Inventory”.

2. Use of the Funding

- a) You must use the Funding solely for the purposes set out in Contract.
- b) Any change to the contract 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.
- c) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.

d) You must not use any part of the Funding for: (1) your legal fees in relation to the Contract, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in the Contract.

3. Funding pre-conditions

a) We will not pay any of the Funding to you until you have accepted the Contract on RPW Online within 30 Days of the offer.

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, and/or request any further or additional information and/or documentation in support of the request for Funding.

4. How to claim the Funding

a) Funding relates to the period set out in your contract and must be claimed in full by the claim deadline otherwise any unclaimed part of the Funding will cease to be available to you.

b) You must submit your Grant claim via your RPW Online account to be eligible for consideration for payment by the claim deadline for the Woodland Creation Grant capital payment.

c) All projects must have been completed to the correct technical specification and to the requirements of the Woodland Creation plan

d) We will aim to pay all valid claims as soon as possible following receipt of a valid claim being made in accordance with your Contract, and provided always that the Funding pre-conditions set out in Condition 3 above have been satisfied on both the date of the claim and the date the Funding is to be paid to you:

i. The declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and

ii. No Notification Event is continuing or might result from the proposed Funding.

iii. You shall submit a payment claim annually in order to remain eligible for, and receive, your annual Maintenance and Premium payments.

iv. The first year's Woodland Maintenance or Woodland Premium payment cannot be claimed until the year following the Woodland Creation Grant capital payment has been claimed.

v. You shall complete and submit a Single Application Form annually via your RPW online account. You shall be responsible for ensuring that you complete and submit a Single Application Form each year.

vi. You shall declare all of your land as at 15 May each year. Single Application Forms must be received by the Welsh Ministers no later than 15 May each year. When this date falls on a public holiday, Saturday or Sunday, the latest date for submission will be the next working day after 15 May.

5. Management Control

- a) Upon request the Beneficiary must provide evidence that they have management control of the land and that they can meet the eligibility criteria of the scheme throughout the term of the Contract.
- b) The Beneficiary must have management control over the Contract Land for the full term of the Contract.
- c) If it is determined that the Beneficiary does not have the required management control, the land will be withdrawn from the Contract and all payments made in relation to the land will be recovered and financial penalties may be applied.

6. 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 in relation to the Funding 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 and with any other consultant appointed by us to monitor your use of the Funding and your compliance with the Terms and 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 which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), and/or any Welsh

Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes;

i) undertake to meet any statutory obligations such as Health and Safety; employment; hygiene; environmental management and protection; animal or crop health and welfare that apply during the time of this project;

j) meet any obligations in relation to obtaining planning permission, where necessary;

k) consents, licences and permissions have been granted where required.

7. Contract Amendments

7.1 Changes to the Contract Terms and Conditions

- a) The Welsh Ministers may need to make changes to this Contract for a number of reasons. For example, we may need to update the management conditions to take account of the latest scientific advice, amend scheme rules to take account of any changes to legislation, amend scheme rules to take account of any Welsh Government Policy changes and revise payment rates, amongst other things.
- b) The Welsh Ministers will publicise the changes in Gwlad Online, [the \(https://gov.wales/\)](https://gov.wales/) **Welsh Government website** (<https://gov.wales/>) and where necessary contact Beneficiaries via RPW online accounts
- c) The Beneficiary is required to abide by any changes made to this Contract in the event of any statutory variation or modification of the Regulations and following notification by the Welsh Ministers.

7.2 Termination

Termination by Welsh Ministers

The Welsh Ministers may terminate this Contract where changes to Welsh Ministers budgetary provisions necessitate amendments to the operation of the Small Grants Woodland Creation Scheme or in the event that the Welsh Ministers accept that “force majeure” applies.

Termination by the Beneficiary

In the event that the Beneficiary terminates this Contract prior to the expiry of the term of the commitment, the Welsh Ministers, in accordance with the Regulations will take recovery action for payments made to the Beneficiary under the Contract with interest.

8. Declarations

You declare that:

- a) you have the power to enter into and to perform the obligations set out in the Terms and Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Terms and Conditions;
- b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Terms and Conditions;
- c) the entry into and performance by you of, and the transactions contemplated by, the contract do not and will not contravene or conflict with:
 - i. your constitutional documents;
 - ii. any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - iii. any law or regulation or judicial or official order, applicable to you;
- d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of

notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;

e) no litigation or arbitration or administrative proceeding 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 Terms and Conditions;

f) 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;

g) you have not artificially created the conditions required to obtain the funding

h) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):

i. if it was factual information, complete, true and accurate in all material respects;

ii. if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and

iii. not misleading in any material respect, nor rendered misleading by a failure to disclose other information, except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.

i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;

j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver 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), and/or any Welsh Government fund/scheme and any funders;

k) You will be deemed to repeat the declarations in this Condition 8 on each date you may have any liability to repay the award of Funding to us, and by reference to the facts and circumstances existing on each such date.

Derogations

a) The Welsh Ministers may, in exceptional circumstances, on receipt of a written request from the Beneficiary provide written authority to permit a temporary derogation from the requirements in the Contract.

b) The Beneficiary shall submit a written request for derogation to the Welsh Ministers prior to the event and in time for Welsh Ministers to consider the request which, if rejected, would still allow the Beneficiary to fulfil their contractual obligations.

c) The Welsh Ministers shall specify time limits for any such permitted variations.

d) The Beneficiary must not carry out any work until confirmation that a derogation request has been approved.

e) The Welsh Ministers may seek recovery of payments or the termination of this Contract in the event that the Beneficiary fails to obtain a written derogation and varies the agreed Contract.

Transferring or Selling Land under Contract

- a) The Beneficiary must notify the Welsh Ministers upon any transfer or sale of any land which forms part of the Woodland Creation Grant Contract, including changes to land occupation and/or tenancy, within 30 calendar days of the event. Failure to notify the Welsh Ministers within the 30 days is treated as a scheme breach and may result in a penalty.
- b) The Beneficiary may be required to repay all monies already paid with interest under the Contract following a transfer, sale or disposal of the Contract Land, where the transferee does not take over the commitments of the Contract Land or where such approval is not obtained from the Welsh Ministers.
- c) The Transferee may continue with the obligations contained in the Contract for the remainder of the term of the Contract providing all eligibility conditions are met.
- d) The Transferee is liable for the Contract, including all breaches identified following the transfer and resultant penalties, even where the cause of the breach occurred prior to the date of the transfer, from the date of transfer of the Contract from the Beneficiary to the Transferee.
- e) In the event that the Beneficiary transfers, sells or otherwise disposes of all or part of the Contract Land and the Welsh Ministers considers that the environmental objectives of the Contract have been undermined as a consequence, this may be treated as a breach of

Contract which may result in termination and all payments made to the Beneficiary being recovered with interest.

9. World Trade Organisation and Subsidy Control

- a) Subsidies provided under this scheme are considered to be payments under an environmental programme, which fall within the scope of Annex II of the World Trade Organisation Agreement on Agriculture (AoA) and have been classified as 'green box'.
- b) As such, these subsidies are exempt from the UK-EU Trade and Cooperation Agreement (TCA) and the interim UK subsidy control regime.

10. 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, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - ii) if we consider, at our absolute discretion, that 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 10(d) if:
 - i) despite our efforts we have been unable to discuss the Notification Event

with you; or

ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or

iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or

iv) a course of action to address and/or remedy 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) to our satisfaction; 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 10(c) occurs we may, at our absolute discretion, by notice to you:

i) withdraw the award of Funding; and/or

ii) require you to repay all or part of the Funding with interest; 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 Terms and 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 and or

vii) prohibit you from entering a new undertaking or new agreement for a period not exceeding two years from the date of termination.

(e) Interest shall be calculated for the period elapsing between the payment deadline for the Beneficiary indicated in the recovery order, which shall not be set at more than 60 days, and the date of either repayment or deduction.

(f) All repayments of Funding must be made to us within 60 days of the date of our demand.

11. 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 Terms and Conditions;

b) meet with the Welsh Government and such other of our representatives as we may from time to time reasonably require;

c) You must allow officials from Welsh Government, or their representatives, to conduct on-farm inspections which may be unannounced or within a strictly limited period of notice.

The Beneficiary shall:

a) permit duly authorised officers of the Welsh Ministers or an Authorised Person to enter the Contract Land and to inspect it at all reasonable times, for the purpose of ascertaining that the terms of this Contract have been duly complied with;

- b) render all reasonable assistance to an authorised person in relation to the Contract. If an Authorised Person considers it necessary, the Beneficiary shall accompany an Authorised Person;
- c) Inspections may include ex-post checks for capital works items where there is a commitment which continues beyond the term of this contract.

12. 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, Audit Wales 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, Audit Wales or any UK subsidy enforcement body or any officer, servant or agent of any of the above;
 - iii. retain all original documents relating to the Funding for 5 years after the final scheme payment;

- iv. render all reasonable assistance to an authorised person in relation to the Contract. If an Authorised Person considers it necessary, the Beneficiary shall accompany an Authorised Person;
- v. Consent to the Welsh Ministers contacting other relevant authorities to seek disclosure of information pursuant to any enquiries which the Welsh Ministers may wish to make to verify information supplied by the Beneficiary.
- 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.

13. Third party obligations

- a) Nothing in the Terms and 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.

14. 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 agree that from the date of the contract 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.

15. Penalties and Breaches

- a) The Welsh Ministers may impose penalties, possibly resulting in either full or partial refusal of payments and recovery of previous payments made, for:
- under declared land;
 - over declared land;
 - breaches of the Contract
 - Capital Works claim discrepancies and breaches
 - late submission of a Single Application Form; and
 - breaches of Cross Compliance requirements.

15.1 Under Declaration of Land

b) Failure to declare all the agricultural land/areas on the holding on the Single Application Form (including all owned and rented in land, and not solely land forming part of this Contract) may result in a reduction in the payment you will receive under this Contract payment The payment will be calculated on the basis of the area declared, irrespective of whether the area determined is greater.

15.2 Over Declaration of Land

c) The Welsh Ministers shall apply over declaration penalties where the area declared for the area related support measure on the Single Application Form is more than the determined area.

d) The Welsh Ministers shall calculate over declaration penalties using areas declared by the Beneficiary which receive the same rate of aid (referred to as crop groups).

e) The Welsh Ministers shall calculate the aid will be on the basis of the area determined reduced by 1.5 the difference found, if that difference is more than either 3% or 2 hectares.

The penalty will not exceed 100% of the amounts based on the area declared.

15.3 Scheme Breaches

f) The Welsh Ministers shall apply penalties where any of the terms of this Contract are not complied with, or there has been a Scheme Breach.

g) The Welsh Ministers shall take account of the severity, extent, duration and reoccurrence of the non-compliance when deciding on the rate of refusal or withdrawal of support following non-compliance with any of the commitments in this Contract or the applicable scheme rules and this will also apply to any amounts already paid in previous years for the same operation.

h) The scheme breach penalties' system is available on the Welsh Government's website [Woodland Creation Grant | GOV.WALES](https://gov.wales/woodland-creation-grant) (<https://gov.wales/woodland-creation-grant>) or from Rural Payments Wales Customer Contact Centre. The scheme breach penalty system is reviewed annually and is subject to change.

15.4 Breaches of Cross Compliance Requirements

i) The Beneficiary may lose some or all of their support including exclusion from the commitment in the following year where the Beneficiary fails to meet the Cross Compliance requirements (Statutory Management Regulations and Good Agricultural and Environmental Conditions), whether negligently or intentionally. Further details on the application of Cross Compliance penalties are available on the Welsh Government's website ([GOV.WALES](https://gov.wales/) (<https://gov.wales/>)), in the Single Application Form Rules booklet and from Divisional Offices.

j) The Welsh Ministers will calculate any penalty imposed for a breach of Cross Compliance in accordance with the version of the Cross Compliance Penalty Matrix applicable at the time of the inspection. The Cross Compliance Penalty Matrix is subject to change. Where changes are made they will be publicised in Gwlad and on the Welsh Government's website.

16. "Force Majeure"

a) The Welsh Ministers may, in certain circumstances, accept that a Beneficiary was prevented from submitting an application within a specified time limit due to force majeure or exceptional circumstances.

b) The Welsh Ministers may, in certain circumstances, accept that a

Beneficiary is unable to comply with their obligations and may be permitted to retain their right to aid in respect of the eligible land at the time when a case of force majeure or exceptional circumstances occurred.

c) Examples of circumstances which may constitute force majeure include the following:

- death of the Beneficiary;
- long term professional incapacity of the Beneficiary;
- a severe natural disaster gravely affecting the holding;
- accidental destruction of livestock buildings on the holding;
- expropriation of a large part of the holding if that could not have been anticipated on the day this Contract was signed;
- an epizootic or plant disease affecting part or all of the Beneficiary's livestock or crops respectively.

d) The Beneficiary must submit relevant evidence in writing to the satisfaction of the Welsh Ministers in the event of force majeure within 15 working days of the Beneficiary, or someone entitled on their behalf, being in a position to do so.

e) The Welsh Ministers shall proportionally withdraw the respective payment where the Beneficiary has been unable to fulfil a commitment as a result of force majeure or exceptional circumstances, for the years during which the case of force majeure or exceptional circumstances occurred. The withdrawal shall concern only those parts of the commitment for which additional costs or income foregone did not take place before the force majeure or exceptional circumstances occurred.

f) No withdrawal shall apply in relation to the eligibility criteria and other

obligations and no administrative penalty shall apply.

17. Privacy Notice: Welsh Government Grants

This notice informs the Beneficiary about the Welsh Ministers' use of the information held and obtained in relation to this Contract or any other document which is used, created or obtained in connection with this Contract.

It also explains the Welsh Government's processing and use of your personal data and your rights under the General Data Protection Regulation.

The Welsh Government will be data controller for any personal data you provide in relation to your grant application or request for grant funding. The information will be processed as part of our public task (i.e. exercising our official authority to undertake the core role and functions of the Welsh Government) and will help us assess your eligibility for funding.

Before we provide grant funding to you, we undertake checks for the purposes of preventing fraud and money laundering, and to verify your identity. These checks require us to process personal data about you to third party fraud prevention agencies.

If we, or a fraud prevention agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the grant funding you applied for, or we may stop providing existing grant funding to you.

A record of any fraud or money laundering risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services, financing or employment to you.

In order to assess eligibility we may also need to share personal information

relating to your application with:

- Natural Resources Wales
- Animal and Plant Health Agency
- Veterinary Medicine Directorate
- Welsh Local Authorities
- Food Standards Agency Wales
- DEFRA
- Other UK Government Agriculture Offices.
- Regulatory authorities, such as HM Revenue and Customs, Local Authorities, Health and Safety Executive and the Police.

We may also share your information with organisations which deliver training, knowledge transfer and innovation advice and support on behalf of the Welsh Government for the purposes of appropriate targeting of support.

Your information, including your personal information, may be the subject of a request by another member of the public. When responding to such requests the Welsh Government may be required to release information, including your personal information, to fulfil its obligations under the Freedom of Information Act 2000, the Environmental information Act 2004 or the Data Protection Act 2018.

The Welsh Government will publish details of the amounts paid to Rural Support beneficiaries. Data will be published for all beneficiaries on a searchable website, and will include the name and locality of the farmer/land manager and details of the amounts and schemes for which subsidy has been paid. However,

for those receiving less than the equivalent of £1,250 in subsidies the name will be withheld. The data will be published annually on 31 May and remain available for two years from the date it is published. The information will be available on the Defra website at: cap-payments.defra.gov.uk (<https://cap-payments.defra.gov.uk/>)

We will keep personal information contained in files in line with our retention policy. If successful in your application then your personal data will be kept for 7 years after the date when you, as grant recipient, are free from all conditions relating to the grant awarded and all payment have been made. If you are unsuccessful, your details will be kept for one year after the date you provided them.

Under the data protection legislation, you have the right:

- to access the personal data the Welsh Government holds on you
- to require us to rectify inaccuracies in that data
- to (in certain circumstances) object to or restrict processing
- for (in certain circumstances) your data to be 'erased'
- to lodge a complaint with the Information Commissioner's Office (ICO) who is the independent regulator for data protection.

For further details about the information the Welsh Government holds and its use, or if you want to exercise your rights under the GDPR, please see contact details below:

Data Protection Officer
Welsh Government
Cathays Park
CARDIFF

CF10 3NQ

Email: dataprotectionofficer@gov.wales (mailto:dataprotectionofficer@gov.wales)

The contact details for the Information Commissioner's Office are:

2nd Floor,
Churchill House
Churchill Way

Cardiff CF10 2HH

Telephone: 0330 414 6421 Website: ico.org.uk (https://ico.org.uk/)

18. Interpretation

The paragraph headings are inserted for convenience of reference only and shall not in any way affect the construction meaning or effect of anything contained in this Contract or govern the rights and liabilities of the parties.

19. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

20. Welsh language

a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.

b) 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. 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.

c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will include the following:

i. Ensure that any written material produced, including digital material, is bilingual.

ii. Ensure that any signage is bilingual.

iii. Ensure that any training or public events are held bilingually.

iv. Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.

For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail heloblod@gov.wales (<mailto:heloblod@gov.wales>) with your query.

21. 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.

22. 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 Terms and 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.

23. General

a) If at any time any of the Terms and 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 Terms and 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 Terms and Conditions must be in writing and signed by us and you in the same manner as the Contract (or as otherwise agreed by us in writing from time to time).

d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.

e) Conditions 6,9,11,13,15,17,18,23(e) of the Terms and Conditions 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 Terms and 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 Terms and Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with its formation or its subject matter 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.

Annex 1

Notification Events

The Notification Events referred to in Condition 11 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 Terms and Conditions
3. you fail to comply with the Scheme Rules
4. you fail to comply with the Technical Specifications
5. you fail to comply with the approved Woodland Creation Plan
6. the Funding, in full or in part, is not being used for the Purposes
7. you fail to achieve any or all of the Purposes within the Contract
8. there is unsatisfactory progress towards completing the Purposes within the Contract
9. 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
10. 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]

11. we have made an overpayment of Funding to you

12. 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), and/or any Welsh Government fund/scheme

13. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect

14. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject

15. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared

16. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due

17. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities)

18. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated

financial difficulties)

19. any action, proceedings, procedure or step is taken in relation to you in relation to:

(a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or

(b) a composition, compromise, assignment or arrangement with any of your creditors; or

(c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.

20. a statutory demand is issued against you

21. you cease, or threaten to suspend or cease, to carry on all or a material part of your business

22. there is a change in your constitution, status, control or ownership and/or your external auditors resign

23. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at

Companies House, the Charity Commission, the Financial Conduct Authority)

24. 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

25. any event occurs or circumstances arise which in our opinion gives

reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by the Contract could bring us into disrepute

26. 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 Terms and Conditions

This document may not be fully accessible.

For more information refer to our **accessibility statement** (<https://gov.wales/accessibility-statement-govwales>).