



Trystan Edwards
General Manager Snowdonia & Llyn
National Trust
Dinas
Betws y Coed
Conwy
LL24 0HF

30 September 2019

Dear Mr Edwards

Award of Funding in relation to Enabling Natural Resources and Well-being in Wales Grant

Applicant: National Trust
Project Name: Tir Afon - 'Prosiect Adnoddau Naturiol a Lles Uwch Conwy'
Project Reference: ENRaW 010

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £138,408.51 (One hundred and thirty eight thousand four hundred and eight pounds and fifty one pence) ("the Funding") is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 31 July 2019 to 31 March 2020 and must be claimed in full by 30 April 2020 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 and State Aid

- (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 and Section 60 (1) (c) of the Government of Wales Act 2006.
- (b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to National Trust, Dinas, Betws y Coed, Conwy;
LL24 0HF Charity Number: 205846

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

'Welsh Government Official' is to

Marcus Hill
Environment and Communities Division
Welsh Government
Cathays Park
Cardiff
Tel: 03000 256737
Email: EnvironmentGrants@gov.wales

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

'Project Manager' is to

Trystan Edwards
General Manager Snowdonia & Llyn
National Trust
Dinas, Betws y Coed
Conwy
LL24 0HF
Tel: 01690 713311
Email: Trystan.edwards@nationaltrust.org.uk

'Application' is to your application of 3 December 2018 and your Delivery Plan submitted 8 August 2019;

'Assurance Statement' is to the Assurance Statement: counter fraud and governance contained in Schedule 7;

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

'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 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;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

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

4. What you must use the Funding for

- (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 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) that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
 - (iii) assurance that all necessary permissions and consents are in place before any activities are undertaken;
 - (iv) claims must be submitted in the correct format and be accompanied by all necessary documentation. If not, they will not be accepted and will be returned to the claimant; and
 - (v) the completed Assurance Statement (Schedule 7).
- (b) You must not dispose of, transfer or sell any equipment and/or property purchased with grant aid without the prior written consent of Welsh Government during the project delivery and for five years from the project end date.
- (i) Where there is a property involved in a project that you intend to carry out as part of the Purposes, which utilises £50,000 or more of the Funding and such property is within your ownership, then you shall provide us with a restriction over that property in the following form:-
 - (ii) "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The Welsh Ministers of Legal Services, Crown Building, Cathays Park, Cardiff, CF10 3NQ or their conveyancer."
 - (iii) If in excess of £50,000 of the Funding is being used then the above restriction must remain registered against the property for a period of 5 years from the date of the final payment of such part of the Funding.
 - (iv) Should you wish to dispose of such property whilst the restriction remains in place then you will need to comply with the provisions contained in paragraph 1 of Schedule 6.
 - (v) Evidence that the restriction noted above has been registered against the property will be required prior to such part of the Funding being released to you. The below condition 5(c) is not applicable where funding is given by you to third party organisations. In such situations obligation 7 (g) applies.
- (c) 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

- (a) The Funding will be paid to you quarterly in arrears based on Costs Incurred and defrayed by you in the delivery of the Purposes.
- (b) You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) 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:
 - i) confirmation that you are operating in all respects in accordance with your constitution;
 - ii) 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;
 - iii) at least one piece of documentation to evidence each transaction in your claim;
 - iv) any requests for variations to budget lines amounting to over 10% of Welsh Government funding **must** be agreed by the Grants Team prior to making any changes, variations under 10% are permitted; and
 - v) any requests to changes to the delivery of the project must be agreed in advance and in writing by the Grants Team.
- (e) 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 whether or not it relates to the Funding has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.

- (b) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (c) 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;
- (d) 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;
- (e) 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 these Conditions;
- (f) 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; and
- (g) ensure that where you give funding of £50,000 or more to a third party organisation to achieve the delivery of any or all of the Purposes and a property is involved, than you will enter into a legal charge in the form attached with the third party organisation and secure that legal charge and a restriction against the property to prevent a disposal of the property without your written consent. If the funding being provided is in excess of £50,000 then such legal charge and restriction should be secured against the property for a period of 5 years from the final payment of the funding. Should the third party organisation wish to dispose of the property whilst the legal charge remains in place then the provisions contained in paragraph 2 Schedule 6 need to be complied with.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these 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;

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 that the Notification Event is not capable of remedy or (ii) if we consider 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 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 immediately; 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 these 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. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

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) a quarterly monitoring form (in accordance with the 'Payment profile'), and all supporting annexes to include: a full financial breakdown of expenditure; updated Gantt chart; outcomes, outputs and benefits progress report; risk register and where applicable case studies and a capital asset register that will evidence progress reported against your Delivery Plan. You must retain at least one piece of supporting evidence for each transaction of your claim to provide a clear audit trail of expenditure incurred;
 - ii) an Annual Statement of Grant Expenditure which must be submitted to the Welsh Government Official (Schedule 5);
 - iii) an inspection visit to the project site to verify the status of the project against information provided, or examine records in relation to the same, or to ascertain whether and what sum of financial assistance is payable or recoverable;
 - iv) an inventory of all fixed assets acquired, built, or improved wholly or partly using the grant must established and maintained. An asset is defined as an item that will not be used up within 12 months and which is not intended to be sold before the end of its useful life. Assets below £10,000 can be excluded; and
 - v) an End of Project report.
- (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 clear 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 European Commission 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 the European Commission 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; and

- (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. He and his 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 his 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 these 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 must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) 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 General Data Protection Regulation (Regulation (EU) 2016/679) (the "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 <https://beta.gov.wales/privacy-notice-welsh-government-grants>

15. Buying goods and services

- (a) 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 these 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 Award of Funding in relation to Enabling Natural Resources and Well-being in Wales Grant - ENRaW 010 Tir Afon - ‘Prosiect Adnoddau Naturiol a Lles Uwch Conwy’

- (b) The address and contact details for the purposes of serving notice under these 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.

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, these 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 these Conditions is deemed to be or becomes 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 these 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 these 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 these 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 these Conditions.
- (g) These 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.
- (h) 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.

22. How to accept this offer 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 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by Terri Thomas, Deputy Director, Communities and Environment Division, 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 support activities and defrayed costs for 2019-20 for the Tir Afon - 'Prosiect Adnoddau Naturiol a Lles Uwch Conwy' project as set out in your Delivery Plan submitted on 8 August 2019.

SCHEDULE 2

The Targets

The 'Targets' are the actions described in your Delivery Plan for 2019-20 submitted on 8 August 2019 to achieve the 'Purposes' set out in Schedule 1.

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 under European Law (whether under State Aid Rules or otherwise);
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, the European Commission or the European Court of Auditors, or any of their 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. 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;
10. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
11. 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;
12. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
13. 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;
14. you are unable, or admit in writing your inability, to pay your debts as they fall due;

15. any distress, execution, attachment or other process affects any of your assets;
16. a statutory demand is issued against you;
17. you cease, or threaten to cease, to carry on all or a substantial part of your business;
18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
19. 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;
20. 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 these Conditions.

SCHEDULE 4
Payment Profile
(Refer to Conditions 5(b), 6(a) and (b))

Instalment number	Maximum amount of instalment	Earliest date for claim	Last date for claim	Documents which must accompany claim pro-forma
1	138,408.51	1 October 2019	31 March 2020	Signed grant award letter, monitoring report and supporting documentation

All timescales for claiming the Funding must fit within the period set out in Condition 1(b).

SCHEDULE 5
Enabling Natural Resources and Well-being Grant in Wales

Annual Statement of Grant Expenditure

Organisation:

Project name:

ENRaW ref:

	Total Budget £	Total spend £	Total (over)/ underspend £
2019-2020 Financial year			

Grant to be reclaimed by the Welsh Ministers (any underspend) £

I certify to the best of my knowledge and belief that the financial information given above is correct and that all expenditure was carried out against the agreed aims and objectives in accordance with the Award Letter and associated Terms and Conditions of the Enabling Natural Resources and Well-being Grant in Wales.

Signature: _____

Name in Full: _____

Position: Chief Finance Officer/Director of Finance (*please delete as appropriate*)

Date: _____

SCHEDULE 6 Clawback of Grant Funding

1. Property owned

If you dispose of a property within your ownership that has received any part of the Funding as part of the Purposes then clawback will apply in the following circumstances:

- a. Where such funding is less than £50,000 or relates to pedestrianisation/de-pedestrianisation schemes, traffic management, highway improvements, environmental improvements, or any feasibility reports etc. or any works relating to the same then no clawback will be applicable upon a disposal, provided always that there is no potential for future development value.
- b. Where the funding is £50,000 or more then the clawback to us will be a proportionate amount based on the level of funding given compared to the level of funding given by you. You will need to provide evidence of the level of funding that you have given to the property together with a current independent report which provides verification of the open market value ("the OMV") of the property at the date of disposal. Should another form of valuation be provided then the independent valuation report must validate the form of valuation being used.
- c. Where the funding relates to a development site:-
 - i. if the disposal OMV or the residual value of the development site is less than the funding provided then the clawback to us will be a proportionate amount based on the level of grant funding given compared to the level of funding given by you. You will need to provide evidence of the level of funding that you have contributed to the development site from your own funds, together with a current independent report which provides verification of the OMV of the development site at the date of disposal
 - ii. if the disposal value is equal to the level of funding then the clawback is the full amount of the funding.
 - iii. if the disposal value is in excess of the funding then the clawback is the full amount of the funding.
- d. If you are of the view that there is a change in circumstances relating to clawback or in relation to the disposal value of a property that we should be made aware of then you should refer the matter to the Welsh Government Official.

2. Third Party owned property

Where you have provided the grant funding to a third party for refurbishment or new build of a property and the third party makes a disposal, within the 5 year grant period if the grant funding is in excess of £50,000, then clawback is the full level of grant funding that was provided.

Should you be aware of any change in circumstance relating to the clawback due to us by virtue of these provisions, then you should speak to the Welsh Government Official at the appropriate time. Such clawback provisions are in addition to our rights contained within Condition 9 of this letter.

SCHEDULE 7
Assurance Statement: Counter fraud and Governance

The Welsh Government has a duty to protect public funds, ensuring they are handled with probity and in the public interest. It is important that people in Wales are able to have confidence in the Welsh Government and the organisations it funds. Welsh Government officials require assurance that reasonable and adequate governance and counter fraud procedures exist in the organisations funded by the Welsh Government.

<p>Are you in receipt of any other funding from any other organisation to support the Purposes? If so please provide details including amounts of other funding, posts funded and source of funding. This includes applications that are pending.</p>	<p>Yes</p>	<p>No</p>	<p>Further details can be provided in the table below (ATTACHED SHEET)</p>
<p>Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Purposes.</p>	<p>Name: JULIE HUTT Position: FINANCE BUSINESS PARTNER</p>		
<p>Who is responsible for the supervision of the personnel named above?</p>	<p>Name: DEBBIE FROST Position: SENIOR FINANCE BUSINESS PARTNER</p>		
<p>You declare that your employees, officials, directors, trustees and board members:</p> <ul style="list-style-type: none"> • where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities; • have sufficient knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation; • properly scrutinise and oversee the work of those with primary responsibility for your financial management. 			
<p>Please provide details of any other funding, both capital and revenue, (including other Welsh Government funding streams) from any organisation to support the Purposes as detailed in Schedule 1. You must include details of capital items, posts funded, amounts of other funding and source of funding. This includes applications that are pending.</p>			
<p>Type of Funding and Purpose</p>	<p>Amount of funding received (including pending applications) £</p>	<p>% of post cost/capital item</p>	<p>Source of funding</p>
<p><i>e.g. 3 full time development officer posts</i></p>	<p>£150,000</p>	<p>100%</p>	<p><i>Big Lottery</i></p>
<p><i>e.g. Purchase of capital equipment</i></p>	<p>£30,000</p>	<p>70%</p>	<p><i>Barclays Bank</i></p>

Schedule 7: Details of any other funding

Type of Funding and Purpose	Amount of Funding received	% of post cost/capital	Source of Funding
Contribution to Delivery Plan	£20,018	11.60%	National Trust
Development Officers	£14,200	100%	Conwy Council

£138,407.90

Welsh Government

*Tyfae Edwards*15TH OCTOBER 2019.

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding in relation to **Enabling Natural Resources and Well-being in Wales Grant - ENRaW 010 Tir Afon - 'Prosiect Adnoddau Naturiol a Lles Uwch Conwy'** and the Conditions relating to the Funding.

Tristan Edwards Signature
An authorised signatory of the **National Trust**

TRISTAN EDWARDS Name

GENERAL MANAGER Job Title

15TH OCTOBER 2019 Date

Luise Potter Signature
An authorised signatory of the **National Trust**

LUISE POTTER Name

ASSISTANT DIRECTOR OPERATIONS Job Title

15TH OCTOBER 2019 Date

