

PERSONAL INFORMATION REDACTED

Head of Built Environment  
Sustrans Cymru  
123 Bute Street  
Cardiff  
CF10 5AE

08 March 2021

Dear PERSONAL INFORMATION REDACTED

**Award of Funding in relation to Sustrans Cymru E- Bike and E-Cargo  
Bike Pilot – Financial Years 2020-23**

**1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful and funding of up to £779,600 (Seven hundred and seventy nine *thousand six hundred pounds*) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- FY2020-21 – £362,000 (three hundred and sixty two thousand pounds)
  - FY2021-22 - £205,600 (two hundred and five thousand six hundred pounds)
  - FY2022-23 - £212,000 (two hundred and twelve thousand pounds)
- (b) The Funding relates to the period 1<sup>st</sup> February 2021 to 31<sup>st</sup> March 2023 and must be claimed in full by 30<sup>th</sup> April 2023 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 Economy, Transport and North Wales acting pursuant of functions transferred under section 58A of the Government of Wales Act 2006, Section 31 of the Local

Government Act 2007, Section 6 of the Transport for (Wales) Act 2006 and Active Travel Wales Act (Wales) 2013.

### 3. Interpreting the Conditions

Any reference in the Conditions to:

**'you', 'your'** is to Sustrans, 2 Cathedral Square, College Green, Bristol, United Kingdom. BS1 5DD Charity number 326550. CRN. 01797726

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

**'Welsh Government Official'** is to

PERSONAL INFORMATION REDACTED  
Transport – Policy, Planning & Partnership  
Welsh Government  
Cathays Park  
Cardiff  
CF10 3NQ

Tel: PERSONAL INFORMATION REDACTED  
Email: PERSONAL INFORMATION REDACTED  
[Transportplanning@gov.wales/cynlluniotrafniadaeth@llyw.cymru](mailto:Transportplanning@gov.wales/cynlluniotrafniadaeth@llyw.cymru)

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

**'Project Manager'** is to

PERSONAL INFORMATION REDACTED  
Head of Delivery and Partnerships  
Sustrans Cymru  
123 Bute Street  
Cardiff  
CF10 5AE  
Tel: PERSONAL INFORMATION REDACTED  
Email: PERSONAL INFORMATION REDACTED

**'Application'** is to your business plan submitted on 29 January 2021

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

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

**'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;

**'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;

**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 the signatories who have signed this letter on your behalf are duly authorised to do so;
  - (iii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding provide a grant to or procure goods or services from third parties;
  - (iv) documentary evidence that you have put in place provisions for all staff and other resources detailed in the Application as required to commence and complete the Purposes;
  - (v) The completed assurance statement
- (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**

- (a) You may claim the Funding quarterly in arrears based on Costs Incurred and defrayed by you in the delivery of the Purposes as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. 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 current claim form (which is available from the Welsh Government Official) and set out in the Guidance Note and attach the information and documentation specified in the Payment Profile.
  - i) confirmation that you are operating in all respects in accordance with your constitution; and
  - 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) A progress report detailing progress made in achieving the set objectives, as detailed in schedule 1 (the Purposes); and
  - iv) A breakdown of how the money was spent
- (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 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) you will meet all future revenue and maintenance costs arising from your scheme(s);
- (g) there are no conflicts of interest whether actual, potential or perceived;
- (h) 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 without limit:
  - i) Quarterly update reports on progress no later than 1 month after the end of each financial quarter and annual reports no later than 2 months after the end of the financial year detailing the achievements made in line with the agreed objectives. Failure to do so will affect any future grant agreements.
- (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.
- (d) Provide us with data on capital scheme(s) outcomes achieved on an annual basis for a period of 3 years following the completion of the scheme(s).

## **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. Capital Grant Related Provisions**

- a) Our prior approval must be sought before any change of use for assets which have been funded in whole or in part under this agreement.
- b) You shall not raise a mortgage or other charge on assets purchased under the grant scheme(s) without obtaining our prior approval.
- c) Where an asset, or an interest in an asset funded under this agreement is subsequently disposed of or ceases to be used for the



approved purpose of which it was obtained, you shall notify us. If we so demand, you will repay to us the full market value of the asset at the date of the disposal or cessation of approved use, or such lesser sum as we in our absolute discretion may deem to be a fair proportion of the market value.

- d) We reserve the right to take possession of all assets funded in whole or in part under this agreement at its termination. We will pay an appropriate amount, as agreed with you, should we exercise our discretion in respect of assets only partly required from grant funding.
- e) Agreement shall be sought from us before any publicly funded asset is used to generate income.

### **13. 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.

### **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 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 acknowledgements 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.

## 15. 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>

## 16. 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.

## 17. 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 Sustrans Cymru E-Bike and E-Cargo Pilot – Financial Years 2021 – 2023”***

- (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.

## **18. 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.

## **19. 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>

## **20. 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.

## **21. 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.

## **22. 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.

### **23. 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 and the completed Assurance Statement.
- (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

PERSONAL INFORMATION REDACTED

Signed by PERSONAL INFORMATION REDACTED

Under authority of the Deputy Minister for Economy and Transport, under the authority of the Minister for Economy, Transport and North Wales, one of the Welsh Ministers

## **SCHEDULE 1 The Purposes**

### **The purpose of the Funding is to:**

1. To establish and manage low cost, community based e-bike hire and loan pilot schemes for two years in at least four areas with high levels of deprivation in Wales, to promote and gather evidence from participants on e-bike usage; and
2. To establish and manage e-cargo bike 'library' pilot schemes in at least two urban location for two years in Wales, inviting local businesses and individuals to engage in trialling different e-cargo bike models to promote and gather evidence on e-cargo bike usage
3. Enable purchase of at least 80 e-bikes and accessories, including See-Sense monitors for each bike
4. Enable purchase of at least 16 e-cargo bikes and accessories
5. Enable provision of appropriate project management, reporting community engagement, marketing and promotion, technical support, monitoring and evaluation, equipment provision, storage and maintenance and any other services as required to deliver the above.

Further detail on requirements for each pilot scheme is set out below:

### **Requirements for scheme 1) – Low cost, community based e-bike hire and loan pilot schemes**

- a) To establish at least four schemes with one in each of the Welsh Region (North, Mid, South East and South West)
- b) To establish one scheme in Townhill, Swansea.
- c) To select remaining locations using the index of multiple deprivation and by topography (to select hilly area) and to select locations which capture greatest demographic and geographical (e.g. urban, rural etc) variation whilst adhering to the two aforementioned criteria.
- d) To develop a loan and hire framework which offers low cost hire and longer term loan of e-bikes for residents living in the communities in where schemes are based.
- e) To use partnerships with registered community enterprises to ensure long term sustainability and minimise staff cost wherever possible
- f) To facilitate relocation of schemes, after a minimum period at one location of one year, if schemes are not achieving sufficient utilisation of e-bikes or e-cargo bikes as determined by the Welsh Government.

- g) To develop recommendations for WG e-bike policy and programmes on the basis of the pilot schemes outcomes.
- h) To develop and present a monitoring and evaluation plan for review and agreement by Welsh Government. Monitoring and evaluation should include the following evidence:

### **Quantitative**

- 1. Demographic profile of those people taking up loan / hire of e-bike (including gender, age, and income or employment status)
- 2. Data on length of hire and loan periods, trip numbers, trip purposes, trip lengths, route taken and elevation change
- 3. Travel mode share from users (including car use, public transport, walking, conventional cycling etc) prior to participation in scheme
- 4. Travel mode share from users (including car use, public transport, walking, conventional cycling etc) during participation in scheme, to specifically bring out:
  - a. Proportion of e-bike trips/distance that would otherwise have been made by walk / conventional bike / car as driver / car as passenger / public transport / other / not travelled
  - b. Distance/trip numbers made by any active mode of travel while loaned / hiring the e-bike, compared to before the loan and/or afterwards
  - c. Distance/trip numbers made by car while loaned / hiring the e-bike, compared to before the loan and/or afterwards
- 5. Differences in effect on travel behaviour between rural and urban areas
- 6. An estimate of the average carbon saving per person / loan, again distinguishing between impacts in rural and urban areas

### **Qualitative**

- 7. Qualitative data from users on how participation in schemes has impacted them; in particular their health and well-being and whether it enabled trips they would otherwise not have been able to make,
- 8. Impact of participation on perceptions of cycling and likely future behaviour/intentions at the end of loan / hire period (e.g. will / will not buy an e-bike; what further incentive would be needed for users to buy an e-bikes); some of these should be compiled in user stories
- 9. Perceived barriers to using the e-bike more

## **Requirements for scheme 2) – E-cargo bike ‘library’ pilot schemes**

- a) To establish and manage at least two E-cargo bike ‘library’ schemes in urban areas which offer:
  - 1. Free trials of different types of e-cargo bikes for businesses’
  - 2. Low cost hire of different types e-cargo bikes for individuals

3. Information and advice to local businesses and individuals about logistical advantages and challenges and types of e-cargo bikes
  4. Free training in the use of cargo bikes for businesses and individuals
  5. Flexible borrowing periods
  6. The option to temporarily brand e-cargo bikes with a businesses' logos
- b) To reserve six bikes in each 'library' for business use.
- c) To use partnerships with registered community enterprises to ensure long term sustainability and minimise staff costs wherever possible
- d) To facilitate relocation of schemes after a minimum period at one location of one year if schemes are not achieving sufficient utilisation of e-bikes or e-cargo bikes as determined by the Welsh Government.
- e) To develop recommendations for WG e-cargo bike policy and programmes on the basis of the pilot schemes outcomes.
- f) To develop and present a monitoring and evaluation plan for review and agreement by Welsh Government. Monitoring and evaluation should include the following evidence:

### **Quantitative**

1. Data from users to understand trip numbers, trip lengths, trip purposes. To include quantification of car or van mileage replaced by e-cargo bike use
2. Analysis of resultant carbon savings
3. Seen/predicted financial impact on businesses as a result e-cargo bike usage

### **Qualitative**

4. Qualitative information on the range of uses of e-cargo-bikes i) by organisations and businesses e.g. food delivery / services (plumber, electrician etc.) / small packages / etc.; (ii) by individuals (e.g. family shopping / transporting children etc.
5. Qualitative information on the size of organisation or or business is an e-cargo bike library scheme most suitable for? (e.g. micro / SME / other)
6. Qualitative information on how geography influences potential for e-cargo bike uptake (e.g. city centre/ inner urban / suburban / rural)
7. Data from users to understand how participation in schemes has influenced their perceptions on e-cargo bikes use for businesses and likely future behaviour (e.g. intention to buy an e-cargo bike at end of trial); some compiled as case study examples



8. User perceptions of barriers to the adoption of e-cargo bikes, and how these could be overcome
9. User perceptions on benefits to their business

**SCHEDULE 2  
The Targets**

<b>Description of the Target</b>	<b>Date by when it should be achieved</b>	<b>Evidence required</b>
Establishment of e-bike schemes	July 2021	Evidence that scheme can now be accessed by the public
Establishment of e-cargo bike schemes	July 2021	Evidence that the scheme can now be accessed by local businesses and the public
Quarterly reports and stakeholder meeting	1 month after the end of each financial quarter	Report
Annual report and stakeholder meeting	2 months after the end of each FY	Report

### **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  
Payments Profile**

Quarter	Claim Period	Claim to be submitted no later than
1	01 February 2021 to 31 March 2021	30 April 2021
2	01 April 2021 to 30 June 2021	15 July 2021
3	01 July 2021 to 30 September 2021	15 October 2021
4	01 October 2021 to 31 December 2021	15 January 2022
5	01 January 2022 to 31 March 2022	30 April 2022
6	01 April 2022 to 30 June 2022	15 July 2022
7	01 July 2022 to 30 September 2022	15 October 2022
8	01 October 2022 to 31 December 2022	15 January 2023
9	01 January 2023 to 31 March 2023	30 April 2023

## SCHEDULE 5

### 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.

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.	Yes <span style="float: right;">No X</span>  Further details can be provided in the table below		
Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Purposes.	Name: PERSONAL INFORMATION REDACTED  Position: Head of Delivery and Partnerships		
Who is responsible for the supervision of the personnel named above?	Name: PERSONAL INFORMATION REDACTED  Position: Director		
You declare that your employees, officials, directors, trustees and board members: <ul style="list-style-type: none"> <li>where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities;</li> <li>have sufficient knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation;</li> <li>properly scrutinise and oversee the work of those with primary responsibility for your financial management.</li> </ul>			
Please provide details of <b>any other</b> 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.			
<b>Type of Funding and Purpose</b>	<b>Amount of funding received (including pending applications) £</b>	<b>% of post cost/capital item</b>	<b>Source of funding</b>
<i>e.g. 3 full time</i>	<i>£150,000</i>	<i>100%</i>	<i>Big Lottery</i>

<i>development officer posts</i>			
<i>e.g. Purchase of capital equipment</i>	<i>£30,000</i>	<i>70%</i>	<i>Barclays Bank</i>

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Funding for the **Sustrans Cymru E- Bike and E-Cargo Bike Pilot – Financial Years 2020-23** and the Conditions relating to the Funding.

\_\_\_\_\_ Signature  
An authorised signatory of Sustrans Cymru

\_\_\_\_\_ Name

Financial Controller and Company Secretary\_\_\_ Job Title

\_\_\_\_\_ Date

\_\_\_\_\_ Signature  
An authorised signatory of Sustrans Cymru

\_\_\_\_\_ Name

Executive Director of Finance, Governance and  
Resources\_\_\_\_\_ Job Title

\_\_\_\_\_ Date