

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427

Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



24 March 2021

Our Ref: OL-18-06271

Rebecca Sharp
Ecologist
Neath Port Talbot County Borough Council
The Quays, Baglan Energy Park
Brunel Way
Briton Ferry
Neath
SA11 2GG

Dear Rebecca,

Lost Peatlands of South Wales Project / Prosiect Adfer Mawndiroedd De Cymru

Congratulations, your Application has now been assessed, and I am pleased to confirm that we will offer you a Delivery Grant of up to £1,563,000 - (one million, five hundred and sixty three thousand pounds, 56% of the total approved project work cost of £2,804,847) towards the Delivery Phase of the above Project which is set out in the Approved Purposes in part 1 of this letter.

The percentage above is known as your Grant Percentage. As your Approved Project Costs include non-cash contributions and/or volunteer time, we have also calculated the percentage of cash that we will be contributing towards the Project. We describe this as the Payment Percentage and for your Project this will be 66%. More information on this can be found within the Receiving a Grant guidance.

Part 1 of this letter deals with the legal aspects of the Delivery Grant that we are offering.

Part 2 of this letter sets out how we will work with you during the Delivery Phase of your Project.

Part 1 – The Legal Section

Project Reference Number: OL-18-06271

Grant Amount Awarded: £1,563,000.

Grant Contract – made up of:

- Grant Notification Letter;
- Standard Terms of Grant;
- Any Additional Grant Conditions; and
- Signed Permission to Start Form.

Grantee name and address:

Neath Port Talbot County Borough Council
The Quays, Baglan Energy Park
Brunel Way
Briton Ferry
Neath
West Glamorgan
SA11 2GG

Approved Purposes

You will need to deliver your Project in line with the proposals set out in your Application. We will monitor your progress against the following Approved Purposes which we agreed to support:

Approved Purposes:

- Undertake habitat restoration and management as described in the application and supporting documents;
- Develop and contribute to best practice as described in the application and supporting documents;
- Improve access to the area as described in the application and supporting documents;
- Facilitate learning through work with schools;
- Provide formal and informal learning and training opportunities;
- Deliver engagement activities focused on health wellbeing and communities as described in the application and supporting documents;
- Manage and support volunteering activities as described in the application and supporting documents;
- Promotion and awareness-raising of the local area, natural heritage;
- Undertake project evaluation as described in the application and supporting documents;
- High visibility acknowledgement of the National Lottery Heritage Fund on site, online and in all activities;
- Deliver a plan for how you will use your project to thank National Lottery players for their support.

Delivery Grant: Approved Project Costs

The attached Appendix 1 sets out the Approved Project Costs to which the National Lottery Heritage Fund has agreed to contribute, along with any partnership funding.

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427

Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



If you spend less on your Project than the Approved Project Costs, we will reduce the final Grant payment. The amount will be in proportion to our Grant contribution.

Standard Terms of Grant

We will pay you the Grant subject to you complying with:

- the Standard Terms of Grant set out in Appendix 2;
- the Additional Grant Conditions set out below; and
- the conditions and requirements set out in the document entitled Receiving a Grant.

Additional Grant Conditions

In addition to our Standard Terms of Grant you must observe the following Additional Grant Conditions in respect of the Delivery Phase of your Project: **Please see Appendix 3.**

Grant Expiry Date

You must complete the Approved Purposes of your Delivery Phase and submit your Completion Report and Final Payment Request form and Evaluation Report by **31 January 2025.**

Term of the Grant Contract

The Grant Contract will last from Permission to Start and run for a term of 20 years after Project Completion Date.

The following documents define the Project for which the Grant is offered:

1. This letter;
2. Your Application dated 23 November 2020; and
3. Documents submitted by you in support of your Application including all correspondence we have sent you and all correspondence we have received from you.

Withdrawal of the Grant

We may withdraw the Grant if:

- You have already started work on the Delivery Phase of your Project before we have given you our permission to do so;
- You do not start work on your Project within six months of the date of this letter.

Part 2 – How we will work with you

Delivering your Project

You will need to develop your Project in line with the proposals set out in your Application. We will contact you shortly to arrange a start-up discussion for your Delivery Phase, where we will agree a timetable for progress reporting and grant payment requests. More information on this can be found within the Receiving a Grant guidance.

You should now carefully read the following related documents:

- Receiving a Grant
- Appendix 2: Standard Terms of Grant

You are required to:

1. obtain our Permission to Start the Project;
2. submit Progress Reports at intervals agreed at Permission to Start;
3. request your Grant;
4. provide a Completion Report and Final Payment Request form and an Evaluation Report when you have finished your Project; and
5. procure goods, works and services in accordance with the Receiving a Grant guidance.

Obtaining Permission to Start your Project

We will only give you our Permission to Start when certain pre-conditions, defined in the Receiving a Grant guidance, have been satisfied.

In addition to the standard permission to start requirements, you must also satisfy section 2, and points b), c) and d) of section 3 in Appendix 3.

The forms that you will need for requesting Permission to Start, requesting your Grant, reporting on your progress and providing your Completion Report and Final Payment Request form should be accessed and submitted via your online account, in the same way that you submitted your Application. You will need to submit your Permission to Start form within **six** months of the date of this letter.

For us to pay your Grant by bank transfer (BACS), we need to see a copy of a recent bank statement (within the last three months), or a cheque or paying-in slip for the relevant account, showing the bank's name and address.

Please note that your Permission to Start Form will be released to your online account within 5 working days of this letter. Please contact your Investment Officer, Christina Nash-Jolliffe, if you need to access the form any earlier than this.

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427


Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



Christina Nash-Jolliffe
Senior Investment Manager
Direct Line: 02920 234 152
Email: Christina.nash-jolliffe@heritagefund.org.uk

We wish you every success with your Project. Please contact your Investment Officer Christina Nash-Jolliffe if you have any queries arising from this letter.

Yours sincerely,



Julie Hughes

Pennaeth Buddsoddi Cymru | Head of Investment Wales
Cronfa Dreftadaeth y Loteri Genedlaethol
The National Lottery Heritage Fund

Appendix 1 – Approved Project Costs

a) Delivery Phase costs

Capital costs

Cost Heading	Description	Cost £	Vat £	Total £
Preliminary works (e.g scaffolding, preliminaries, pre-construction archaeology)	Access counters for Peatland Way	2,868	0	2,868
Repair and conservation work	Peatland Restoration, Sphagnum Inoculation, Habitat Management Works - bracken rolling, vegetation cutting, fencing	1,039,324	0	1,039,324
Other capital work	Schools grounds improvements, interpretation, waymarking and posts	13,214	0	13,214
Digital outputs	Website and Mobile Interpretation App	107,480	0	107,480
Professional fees relating to any of the above (capital)	Grazing advice consultant	1,320	0	1,320
Total Costs		1,164,206	0	1,164,206

Activity costs

Cost Heading	Description	Cost £	Vat £	Total £
New staff costs	Project Manager, Ecologist, Community and Education Officer, NRW Project Officer, Coed Lleol Community Health and Wellbeing Officer and additional hours for Coed Lleol Managers and Evaluation Officer	641,541	0	641,541
Training for staff	Training for NPT and Coed Lleol Staff	6,000	0	6,000
Paid training placements	Trainee placements x2 for 6 months each	25,754	0	25,754
Training for volunteers	Agored extended award, health walk leader, dry stone walling, outdoor carpentry, LANTRA Tree survey	19,438	0	19,438
Travel and expenses for staff	Travel and expenses for NPT and Coed Lleol Staff	43,400	0	43,400
Travel and expenses for volunteers	Volunteer expenses	13,400	0	13,400
Equipment and materials (activity)	Tools, materials and equipment for schools outdoor learning, health and wellbeing activities, volunteer activities and community events	24,944	0	24,944
Event costs	Activity providers, room hire, refreshments and temporary welfare for community activities and health and wellbeing activities	74,640	0	74,640
Other costs (activity)	Transport costs for activities, Office equipment, PPE	18,422	0	18,422
Professional fees relating to any of the above (activity)	Professional Training Course Tutor Fees	6,060	0	6,060
Total Costs		873,599	0	873,599

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427

Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



Other costs

Cost Heading	Description	Cost	Vat	Total
		£	£	£
Publicity and promotion	Branded promotional merchandise, printing costs	1,500	0	1,500
Evaluation	Restoration monitoring and evaluation, whole project evaluation, hydrological monitoring at Cregan	189,002	0	189,002
Other costs	Welsh Translation	3,000	0	3,000
Full Cost Recovery	Coed Lleol (only) Full Cost Recovery	20,684	0	20,684
Contingency	Various contingencies to address uncertainty due to BREXIT and COVID-19 impacts- capital works, small contingency in case of loss of staff before end of project, small contingencies for activities	110,771	0	110,771
Inflation		12,103	0	12,103
Increased management and maintenance Costs (maximum five years)		0	0	0
Non-cash contributions	In-kind time from NPT, RCT and NRW for management and support, involvement in activity delivery, University in-kind added value reaseach and teaching	351,232	0	351,232
Volunteer time	Various volunteer involvement in management and monitoring: unskilled £75/day x170; skilled £150/day x 390; professional 375/day x 20	78,750	0	78,750
Total Costs		767,042	0	767,042

b) Delivery Phase income

Delivery income

Income Heading	Description	Secured	Total (£)
Local authority	NPT and RCT	Yes	10,000
Other public sector	NRW - Cregan monitoring = £8640 secured; NRW cash 20000 unsecured; University student consumables £3300 secured	No	31,940
Commercial/business	Vattenfall Pen y Cymoedd Habitat Management Fund	Yes	763,500
Other fundraising	Training course charges for professional attending	No	6,425
Non-cash contributions	RCT, NPT, NRW and University - in kind time and added value research	Yes	351,232
Volunteer time	Various volunteers: unskilled £75/day x170; skilled £150/day x390; professional £375/day x20	No	78,750
Grant			1,563,000
Total Income			2,804,847

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427

Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



Appendix 2: Standard Terms of Grant

National Lottery Grants for Heritage

Standard Terms for Delivery Grants of £250,000 to £5 million

Definitions:

'we', 'us', 'our' – the Trustees of the National Heritage Memorial Fund (who administer the National Lottery Heritage Fund).

'you', 'your' – the organisation(s) awarded the Grant as set out in the Grant Notification Letter and any organisation which agrees to be a joint grantee and to comply with the Grant Contract.

Additional Grant Conditions – any additional grant conditions set out in the Grant Notification Letter.

Application – your completed Application form and any documents or information you send us to support your request for a Delivery Phase grant.

Approved Purposes – the Approved Purposes summarise the Project described in your Application which comprises the Delivery Phase.

Approved Usage – how you said you would use the Property in your Application (allowing for any changes that we may have agreed up to the release of any of the Grant).

Delivery Phase – the implementation of the capital and/or activity phase of the Project.

Digital Outputs – all material with heritage content created in or copied into a digital format by or for you in connection with the Project.

Evaluation Report – the report you must send us before we pay the last 10% of the Grant telling the story of the Project, its achievements and lessons learned.

Grant – the amount set out in the Grant Notification Letter for the Delivery Phase.

Grant Contract – made up of the

- Grant Notification Letter;
- Standard Terms of Grant;
- Any Additional Grant Conditions; and
- Signed Permission to Start Form.

Cymru
Tŷ James William
9 Plas yr Amgueddfa
Caerdydd CF10 3BD

Wales
James William House
9 Museum Place
Cardiff CF10 3BD

Ffôn/Tel
029 2034 3413
Ffacs/Fax
029 2034 3427

Ffôn Testun/Textphone
020 7591 6255
Gwefan/Website
www.heritagefund.org.uk



Grant Expiry Date – the date by which you must achieve the Approved Purposes as set out in the Grant Notification Letter and by which you will make the final drawdown of the Grant.

Grant Notification Letter – the letter confirming our Grant to you.

Other guidance – all other guidance relevant to the Project on our website including:

- Activity plan or Area action plan
- Conservation Plan Guidance
- Evaluation Guidance
- Good Practice Guidance
- Management and Maintenance Plan Guidance
- Procurement Guidance
- Understanding your Heritage
- Viability and Development Appraisal Guidance

Outcomes - we describe the difference we want to make with our funding through a set of nine Outcomes. Outcomes are changes, impacts or benefits that happen as a direct result of the Project. All of the projects we fund will achieve one or more of these Outcomes.

Permission to Start Form – the form you submit to us requesting permission to start the Project.

Permission to Start – our written confirmation that you may start the Project.

Programme Application Guidance – the document setting out the scope of the programme and how to apply.

Project – the purposes we have approved as set out in the Application (taking account of any changes we and you have agreed in writing up to the date of our decision to award you the Grant and any changes that we tell you about in the Grant Notification Letter). These purposes are sometimes described as Approved Purposes and include you getting and using partnership funding as set out in the Application and how you said you would use the Property (if any).

Project Completion Date – the date of the letter we send you letting you know that the Project is recorded as complete.

Property – any property that you buy, create, receive or restore, or property that is otherwise funded by the Grant including Digital Outputs, intellectual property rights and any documents that you produce or order as part of the Project.

Receiving a Grant – the guidance we publish to explain how we will pay the Grant, monitor the Project and agree changes to the Grant.

Standard Terms of Grant – the standard terms set out herein.

Term of the Grant Contract – the duration of the Grant Contract set out in the Grant Notification Letter.

Third Party – any owner of Third Party Property.

Third Party Property – any property identified in the Application that belongs to or is controlled by a Third Party.

Third Party Ownership Requirements – the requirements set out in the Programme Application Guidance and Receiving a Grant relating to the contractual arrangements we expect you to enter into with a Third Party.

Achieving the Approved Purposes

1. You must use the Grant only for the Approved Purposes, unless you get our approval beforehand.
2. You must not start work to achieve the Approved Purposes before Permission to Start.
3. You must achieve the Approved Purposes and make your final Grant drawdown by the Grant Expiry Date.
4. You must use the Property, or allow it to be used, only for the Approved Usage during the Term of the Grant Contract.
5. As well as these Standard Terms of Grant, you must follow the Additional Grant Conditions (if any) set out in the Grant Notification Letter, address any issues we identify in the course of monitoring, and meet the requirements set out in the Programme Application Guidance, Receiving a Grant, the guidance we have about acknowledging your grant on our website, and any other guidance published on our website which is relevant to the Project.
6. You must carry out the Approved Purposes in line with current best practice in your area of heritage and to a standard that is appropriate to a project of importance to the national heritage. You must follow all legislation and regulations that apply.

7. You acknowledge that the Grant comes from public funds. You must continue throughout the Approved Purposes to ensure the Grant is compatible with state aid and subsidy control law meaning:
 - a. the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws of the Treaty on the Functioning of the European Union; or
 - b. any domestic law which replaces such state aid law following the UK's exit from the European Union such as the principles set out in Chapter 3 (Subsidies) of Title XI (Level Playing Field) of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies & Countervailing Measures, the Northern Ireland Protocol and any other World Trade Organisation or Free Trade Agreement that applies to your project.
8. You must maintain appropriate records of compliance with the state aid and subsidy laws and must take all reasonable steps to assist us to comply with any requirements and respond to any subsidy control challenge or investigation(s) instigated by the European Commission (or its domestic successor) into the Grant or any equivalent regulatory body as the case may be.
9. In the event that the Grant is deemed to be unapprovable state aid or subsidy, this constitutes a breach of our Standard Terms of Grant and you will be required to repay the entire Grant without delay together with compound interest from the date on which the unlawful aid was at your disposal until the date of its recovery.

Project monitoring

10. You must give us any progress reports, financial or other information and records we may need from time to time on the Grant, the Property, the Approved Purposes (and achieving them) and the Approved Usage.
11. You must allow us (or anyone we authorise) to have any access we may need to:
 - a. inspect the Property and any work to it;

- b. monitor the conduct and progress of the Approved Purposes; and
- c. monitor the Approved Usage.

In these cases we will give you notice. You will report on the progress of the Project at times agreed with us.

- 12. We may ask you to provide proof that you have taken action to reduce the risk of fraud. We may ask you to let us examine your accounting processes and procedures to check the effectiveness of anti-fraud measures.
- 13. We will monitor the progress of the Project and will carry out checks during, at and after the end of the Project to confirm that it is delivering the Outcomes expected. If we (or anyone we authorise) make any recommendations on the matters set out in paragraph 11, you must take those recommendations into account when meeting your obligations to us.
- 14. You must take appropriate steps to monitor your own success in achieving the Approved Purposes and in using the Property for the Approved Usage. On completing the Project, you must submit your Evaluation Report before we will release the final Grant payment.
- 15. You must provide us with the web address or addresses (URL/s) of the site or sites that will host your Digital Outputs for the specified length of time, and update these if materials are relocated. For projects where materials are located across a range of sites, the URL of an online index page is required.

Procurement

- 16. Before you start any phase of the work needed to achieve the Approved Purposes, you must put in place all necessary contracts with appropriately qualified contractors and professional advisers to allow you to finish that phase of the work. Building contracts must contain a clause which allows you to retain part of the contractors' fees on practical completion of the works. If you want any contracts to be on different terms, you must get our approval beforehand.
- 17. If the Approved Purposes involve buying goods or services or getting work done, you must carry out a tendering exercise in line with the requirements set out in the Receiving a Grant and Procurement Guidance available on our website.

Property

18. You must continue to own the Property and keep exclusive control over what happens to it. Other than as permitted under paragraph 28 (Digital Outputs), you must not sell, let or otherwise part with it or any interest in it, or give any rights over it to anyone else (or take any steps to do so) without our approval beforehand. If we give you our approval, it may depend on any of the following requirements.

- a. that you pay us a share of the net proceeds of selling or letting the Property within one month of parting with the assets or other goods;
- b. that you sell or let the Property at its full market value;
- c. any other conditions we think fit.

We may claim from you an amount in the same proportion to the sale price as the Grant is to the original cost of the Approved Purposes, or the portion of the Grant spent on the assets or goods concerned, whichever is the greater. If you applied for the Grant in accordance with the Heritage Enterprise Application Guidance the share of the proceeds of share to be paid to us will be calculated in accordance with the formula set out in Part three: Receiving a grant. You must pay whatever we decide is appropriate in the circumstances. We may decide not to ask you to repay the Grant (or any part of it as we think fit) for any reason but it is for us to decide that.

19. You must maintain the Property in good repair and condition. If the Approved Purposes include creating, repairing or restoring property, you must maintain the Property in good repair and condition after the work has been done. If the Approved Purposes include the preparation of a maintenance and management plan or a conservation plan, you must maintain, manage or conserve the Property in accordance with the version of the relevant plan that we have approved.

20. You must insure the Property to the standard set out in (and use any proceeds of the insurance in line with) the Programme Application Guidance and Receiving a Grant.

21. You must keep any objects or fixtures that form part of the Property in a physically

secure and appropriate environment.

22. You must tell us, in writing, within five working days about any significant loss or damage to the Property.
23. You must arrange for the general public to have appropriate access to the Property. You must make sure that no person is unreasonably denied access to the Property.
24. If the Approved Purposes involve using part of the Grant to buy, receive, create, restore, conserve or otherwise fund Third Party Property you must comply with our Third Party Ownership Requirements.

Publicity and acknowledgement

25. We may make the purpose and amount of the Grant public in whatever way we think fit.
26. Once we have announced the Grant, you must acknowledge the Grant publicly in line with the requirements set out in the guidelines on our website. You must meet any other acknowledgement or publicity requirements we may tell you about from time to time. Before we make any public announcement of the Grant, you must not issue any public statement, press release or other publicity in relation to the Grant or which refers to us, other than in a form we have approved beforehand.
27. You must also provide us with digital images in electronic format of the Project or hard-copy photographs or transparencies. You give us the right to use those you provide us with at any time, including putting them into a digital format and altering them. You must get all the permissions required for you and us to make use of them before you use them or send them to us.

Digital outputs

28. You agree to:
 - a. grant us a non-exclusive, royalty free licence to use, copy, keep and disseminate the Digital Outputs as we see fit and to grant sub-licences of the same kind for the Term of the Grant Contract;

- b. apply a Creative Commons Attribution 4.0 International (CC BY 4.0) Open Licence or equivalent, to all grant funded Digital Outputs, with the exception of code and metadata, and not including public domain assets or non-original digital reproductions of public domain assets (see below).
- c. clearly identify and apply Creative Commons 0 1.0 Universal (CC0 1.0) Public Domain Dedication, or equivalent to:
 - i) code and metadata created in the course of the project; and
 - ii) Public domain assets or non-original digital reproductions of public domain assets
- d. obtain and maintain in force all authorisations of any kind required for you to apply the relevant Open Licence or Public Domain Dedication (CC BY 4.0 or CC0 1.0).
- e. contract to the effect that any creation by you or on your behalf of material which forms Digital Outputs is undertaken on terms that either the copyright in the digital material is assigned to you or that the copyright owner agrees that material may be shared under a CC BY 4.0 Open Licence or equivalent.;
- f. ensure that the Digital Outputs are kept up-to-date, function as intended and do not become obsolete before the twentieth anniversary of the Project Completion Date.
- g. comply with these Standard Terms of Grant in relation to the digital files that make up the Digital Outputs for the period agreed in the Grant Notification Letter. For the avoidance of doubt, this includes ensuring free and unfettered online access to the Digital Outputs. You must not release your project's Digital Outputs on other terms without our prior written consent.

Grant payment and repayment

- 29. We will, up to the Grant Expiry Date, pay you the Grant or any instalment of it in line with these Standard Terms of Grant and the procedures explained in Receiving a Grant as long as:

- a. the National Lottery continues to operate under the National Lottery etc. Act 1993 (as amended from time to time), and enough funds are made available to us under the Act; and
 - b. we are satisfied that you are achieving (and will continue to achieve) or have achieved the Approved Purposes in line with these Standard Terms of Grant and that you are spending the Grant in proportion to any other funds you receive from other sources for the Approved Purposes.
30. You acknowledge that the Grant is the total amount of funds we will provide and will not be increased as the result of you overspending or for any other reason.
31. You must repay to us immediately any Grant that we have paid you (and we will stop any future instalments of the Grant) if:
- a. you no longer operate, or you are declared bankrupt or placed into administration, receivership or liquidation;
 - b. you have, in our opinion, given us fraudulent, incorrect or misleading information;
 - c. you have acted negligently in any significant matter or fraudulently in connection with the Approved Purposes or the Approved Usage;
 - d. any competent authority directs the repayment of the Grant;
 - e. there is a significant change in your status;
 - f. you knowingly withhold information that is relevant to the content of your Application;
 - g. you do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you;
 - h. you fail to make good progress with the Project or are unlikely in our view to complete the Project or achieve the Outcomes agreed with us; or
 - i. you fail to keep to any of these Standard Terms of Grant.

32. If you are a commercial organisation and applied for the Grant in accordance with the Heritage Enterprise Application Guidance you will be required at 5 and 9 years after the Project Completion Date to pay us a share of the Project net earnings in excess of the projected future income and expenditure which you used to establish the conservation deficit in your Application. Such share will be calculated in line with the relevant grant percentage set out in the Grant Notification Letter.
33. If you achieve the Approved Purposes without spending the full amount of the Grant, you must pay back the part of the Grant you have not spent. We will treat you as spending the Grant in proportion to other funds you were due to receive from other sources for the Approved Purposes.
34. If you sell or otherwise part with all or part of the Property without our permission under paragraph 18, or you receive money in some other way as a result of you not following these Standard Terms of Grant, you may have to pay us immediately a share of the net proceeds if that share is more than the amount we would otherwise be entitled to under paragraph 31.

General terms

35. You may not, and must not claim to, transfer the Grant or any rights under these Standard Terms of Grant.
36. You must take all steps and sign and date any documents as may be necessary to carry out your obligations under these Standard Terms of Grant and to give us the rights granted to us under them.
37. If there is more than one of you, any liability under these Standard Terms of Grant will apply to you all together and separately.
38. We may rely on any of our rights under these Standard Terms of Grant at any time, even if we do not always choose to do so immediately. If we decide not to rely on one right, we may still rely on any of our other rights under these Standard Terms of Grant.
39. If you need our approval for anything, you must write to us to ask for it. You may only rely on any approval needed under these Standard Terms of Grant if we (or anyone we authorise) give it to you in writing.

40. Any notice, request or other document we or you send to each other under these Standard Terms of Grant shall be in writing and shall be deemed to have been given if personally delivered by hand or post (first class postage pre-paid) to the address for service of the relevant party. If hand delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5 pm on any working day they shall be deemed received on the next working day) and if posted all such communications shall be deemed to have been given and received on the second working day following such posting.
41. Any documents you need to send us under these Standard Terms of Grant are for our own purposes only. If we approve or accept any documents, this does not mean that we have approved or accepted them for any other purpose.
42. The Term of the Grant Contract will last for the period set out in the Grant Notification Letter.
43. These Standard Terms of Grant cannot be enforced by anybody other than you or us.

Appendix 3:

SCHEDULE

Additional grant conditions

1. Local-authority Grantee

Evidence of local-authority decision-making process

- (a) Within 28 days of the date of the Grant Notification Letter, you must send us a certified copy (signed to confirm it is a true copy) of the document recording your decision (or the decision of the relevant properly constituted committee, executive or authorised officer) authorising you to accept the terms of grant, together with a statement containing the information set out in paragraph b below.
- (b) The statement must include the following information.
- The power (statutory or otherwise) you have and which you have used to accept the terms of grant.
 - An extract of that part of your policy framework under which you have accepted the terms of grant.
 - The executive arrangements under which your decision to accept the terms of grant was made.
 - The considerations that you took into account in using the powers and the procedure under which any consultation took place and the decision was made.
 - The authority under which the Declaration forming part of the Application has been signed on your behalf.
- (c) Without affecting clause 32 you must (if we think it is necessary) confirm your decision in whatever way we direct. Within seven days of confirming, you must send us evidence of this.

- (d) We may withdraw the Grant (after considering the matters referred to in paragraphs 1a and 1b) if we are not satisfied that the terms of grant are valid and binding on you.
- (e) Within 21 days of sending us the document and information needed under paragraph 1a (or evidence of the confirmation of the decision in line with paragraph 1c), we may ask that you get the written opinion of a barrister, in a form satisfactory to us, asking for his or her opinion on whether:
- the powers you are relying on in accepting the terms of grant do allow you to enter into these arrangements;
 - you have followed correctly all procedural requirements in using those powers and have acted in a reasonable and proper way; and
 - you have taken account of only, and all, relevant considerations in using those powers.
- You must send us the barrister's opinion and make sure that it is addressed to us as well as to you. You must also make sure that the barrister confirms we may rely on his or her opinion for our own purposes.
- (f) You acknowledge that neither any documents or information that you send us, nor the fact that we may then have paid you part of the Grant, will affect our right to rely on the promise in paragraph g below.
- (g) You promise that:
- you have the authority to accept the terms of grant;
 - in using that authority you have acted in good faith, in a reasonable and proper way, for a proper purpose, without breaking any procedural requirement and in considering only (and all) relevant considerations; and

- your decision to accept the terms of grant is one that any reasonable local authority (applying the laws that are relevant to it) could have reached.
- (h) Within one month of the end of each of the 10 years after you finish the work, you must send us detailed accounts, certified by your chief finance officer, showing the funding and resources you used on the Property in the year before.

2. RESTRICTION

In this case because the Grantee is unable to grant us a charge to secure the Grant, we will agree to the registration of a restriction against the Land Registry title. This means that you will need to get our consent should there be any proposed dealing with the property.

Please provide your solicitor's details as soon as possible in order to allow our solicitor to liaise with them on the matter. We will not grant Permission to start or pay out any of the Grant until the restriction is signed and dated.

3. THIRD PARTY LAND OWNER AGREEMENTS

- a) That any third party landowners enter into management and maintenance agreement for at least 10 years, agreeing to maintain public access etc, for that period.
- b) That Natural Resources Body for Wales (NRW) accepts our terms of grant insofar as they relate to matters within its control, as defined within the partnership agreement presented as part of the application and will sign a side letter from us to this effect before Permission to Start is granted.
- c) The attached Ownership Table is completed, providing a formal record of ownership and work to be completed as part of project delivery;
- d) That the full, signed and final version of the partnership agreement is provided prior to commencement of delivery activities.