

Cyngor Sir CEREDIGION County Council

Bronwen Morgan
Prif Weithredwr /
Chief Executive

Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, SA46 0PA
www.ceredigion.gov.uk DX 745510 ABERAERON 2



██████████
Welsh Government,
Rhodfa Padarn,
ABERYSTWYTH,
Ceredigion.
SY23 3UR.

Dyddiad Date	25 th February, 2014
Gofynnwch am Please ask for	Miss Bronwen Morgan
Llinell uniongyrchol Direct line	01545 572000
Fy nghyf My ref	BM/SAT
Eich cyf Your ref	
Ebost Email	Bronwen.Morgan@ceredigion.gov.uk

Annwyl ██████████

Award of Funding in relation to development support for a proposed Business Improvement District at Aberystwyth for 2014-2017

Thank you for your letter dated 19th February, 2014 regarding the above. I return the signed proforma accepting the award of Funding.

Yours sincerely,

Miss Bronwen Morgan
Prif Weithredwr
Chief Executive

Enc.

Gellir ateb yn Gymraeg neu Saesneg You may reply in Welsh or English

Prif Weithredwr / Chief Executive :
Cyfarwyddwyr Strategol / Strategic Directors :

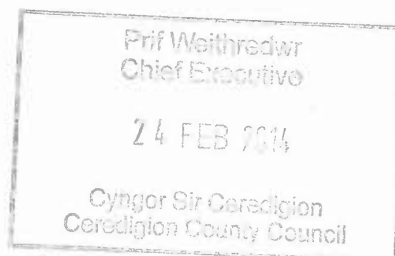
Bronwen Morgan
Gwyn Jones Adnoddau Corfforaethol / Corporate Resources
Huw Morgan Cymunedau Cynaliadwy / Sustainable Communities
Eifion Evans Dysgu a Phartneriaethau / Learning and Partnerships
Parry Davies Gofal, Amddiffyn a Ffordd o Fyw / Care, Protection and Lifestyle

Tai ac Adfywio
Housing and Regeneration



Llywodraeth Cymru
Welsh Government

Chief Executive
Ceredigion County Council
Neuadd Cyngor Ceredigion,
Penmorfa,
Aberaeron,
Ceredigion
SA46 OPA



19th February 2014

Dear Chief Executive,

Award of Funding in relation to development support for a proposed Business Improvement District at Aberystwyth for 2014-2017

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £23,250 (*Twenty Three Thousand Two Hundred and Fifty Pounds*) ("the Funding") is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1st April 2014 to 31st March 2017 and is awarded on an annual basis as follows –

2014/15 - £9,125
2015/16 - £9,125
2016/17 - £5,000

You must submit claims for your annual award by 31st March in the year for which funding has been awarded, otherwise any unclaimed part of the Funding for that year 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 Housing and Regeneration, one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006 and section 126 of the Housing Grants, Construction and Regeneration Act 1996.
- (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 (Ceredigion County Council, Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 OPA)

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

'Application' is to your Project Application Form dated 29 November 2013

'Welsh Government Official' is to

██████████,
Welsh Government,
Rhodfa Padarn,
Llanbadarn Fawr,
Aberystwyth,
Ceredigion.
SY23 3UR

Tel: ██████████9

Email: ████████████████████████████████████k

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

'Project Manager' is to

██████████
Development Officer
Neuadd Cyngor Ceredigion,
Penmorfa,
Aberaeron,
Ceredigion
SA46 OPA

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

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

'Payment Profile' is to the payment profile set out in Schedule 5

'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 4;

'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 such as 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 legislation 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) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence the Purposes;
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in arrears based on Costs Incurred by you in the delivery of the Purposes as detailed in the Payment Profile Schedule 5.

- (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 pro-forma as detailed in Schedule 3 (which is available electronically from the Welsh Government Official) and attach the following information and documentation to each claim:
 - i) details of your expenditure for the period; and
 - ii) supporting invoices; and
 - iii) a progress report from the official employed by the project
- (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 management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud 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 laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and 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 provide proof of your insurance;
- (d) ensure that at least one representative of your BID will be expected to attend the Learning and Development Network meetings on a quarterly basis. Further details to be provided.
- (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.

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 seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (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 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
 - (iv) 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. You must pay interest on any overdue repayments at a rate of

1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

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) feasibility report to be completed within the first 6 months of the commission and submitted by 31 July 2014 to establish the viability of the BID.
 - ii) quarterly reports as agreed with the Welsh Government official using the proforma that Welsh Government Official will provide to you.
- (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) 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 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 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;
- (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 & 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 on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement 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 a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material 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. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Code of Practice on Public Access to Information published by the Welsh Government (the "Code"), the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (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 Code, the FOIA or the EIR.

15. Buying Goods and Services

You must buy all goods and services required for the Purposes 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:

“Award of Funding in relation to development support for a proposed Business Improvement Districts at Aberystwyth Town Centre for 2014 - 2017”.

- (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

Where the Purposes include or relate to the provision of services or written materials (including signage and information published online) in Wales, they must be provided in Welsh and English, unless it would be unreasonable or disproportionate to do so.

Guidance about providing services and written materials in Welsh can be obtained from the Welsh Language Commissioner on 0845 6033 221 or by visiting www.comisiynyddygybraeg.org.

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

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 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.

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 21 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours sincerely,



Signed by 
Under authority of the Minister for Housing and Regeneration,
one of the Welsh Ministers.

SCHEDULE 1 The Purposes

The purpose of the Funding is to enable you to develop a viable Business Improvement District (BID) proposal. This BID will need to be voted on by organisations responsible for paying the additional levy across the designated areas. Votes need to be successful by majority voting in terms of numbers and rateable value for a BID to be established at ballot.

We expect a feasibility report to be completed within the first 6 months of the Funding period and the outcome reported to the Welsh Government Official. A feasibility study as a first step in the process is recommended to assess the viability of a BID proposal. Should this feasibility stage not look favourably upon the potential success of a BID in your area then a decision must be made not to proceed any further with the process.

You are responsible for managing the BID process by referring to the Welsh Government application form and guidance pack (August 2013). This guidance should be read in conjunction with Part 4 of the Local Government Act 2003 and The Business Improvement Districts (Wales) Regulations 2005.

The eligible costs are detailed below.

Cost Description	Financial Year		
	2014 / 2015 (£)	2015 / 2016 (£)	2016 / 2017 (£)
Revenue requested from Welsh Government per annum	9,125	9,125	5,000

**SCHEDULE 2
THE TARGETS**

Ref	Indicator	Quantity/Value Timescale			Evidence Required
		Yr 1	Yr 2	Yr 3	
R190	Affordable housing units				
R100	Energy saved				
R110	Enterprises accommodated				
A130	Enterprises financially supported				
A150	Footpath or cycleway created or reconstructed				
R170	Gross jobs created				
A220	Initiatives to addressing barriers to ICT uptake				
A250	Intermodal facilities created or improved				
R220	Investment Induced				
R240	Jobs accommodated				
A260	Land development – employment				
A270	Land development – other				
A280	Managed access to countryside or coast				
R200	Market housing units				
A300	Organisations assisted				
A310	Organisations financially supported				
A320	Participants				
R280	Participants accommodated				
R290	Participants entering employment				
A330	Physical improvement schemes				
R320	Premises created or refurbished				
A360	Regeneration schemes				
R370	SME's accommodated				
A370	Social enterprises assisted				
A380	Social enterprises financially supported				
R390	Visits				
Others	please Specify				
	Feasibility report		1		Report
	Attendance at BIDs learning and support network events held quarterly		4	4	Attendance confirmed in minutes
	Holding a BID ballot			1	Report at attendance

**SCHEDULE 3
BUSINESS IMPROVEMENTS DISTRICTS DEVELOPMENT SUPPORT
GRANT CLAIM FORM**

Post with copies of invoices etc to: XXXXXXXXXX Welsh Government,
Rhodfa Padarn, Aberystwyth Ceredigion SY23 3UR '

Name of Project		
Project Reference No:		
Claimant (organisation)		
Claim Number		
Project Cost	Total Cost (as per offer letter)	£
	Total spend to date	£
RA Grant	Amount Approved (as per offer letter)	£
	Amount Previously claimed	£
	Amount now claimed	£
	Balance to be claimed	£
<p>I hereby make application on behalf of the grantee for payment of the grant now claimed under Business Improvement Districts Development Support Programme Grant Under Section 126 of the Housing Grant, Construction and Regeneration Act 1996. I certify that the approved specifications and cost of the scheme comply with the Grant Offer letter (and if appropriate to any subsequent agreed variations to the offer letter) and that no other grants have been or will be payable from any other source towards the expenditure on which grant is now claimed.</p>		
Signed by Claimant		
Position within the organisation	(For LA must be Chief Finance Officer or equivalent for Third Sector must be Company Secretary or CEO)	
Date		

CERTIFICATION OF FINAL CLAIM – CERTIFICATE OF CHIEF FINANCE OFFICER

I certify that, to the best of my knowledge and belief, the works for which grant is now claimed have been completed satisfactorily in accordance with the scheme approved by the Welsh Government and that the grant claimed (for grants over £100k) represents the due contribution to the gross cost of the scheme. I will ensure that the Audit Certificate is completed and returned to the WG within 6 months of the date of project completion. I understand that in the event of any non-compliance with the terms and conditions of the grant, the WG will, without reservation, be entitled to full repayment of the money claimed to date.

WG use only			
Checked by Project Manager		Date	
Checked & Logged by Regen Executive		Date	
Approved By Delegated Authority Holder		Date	

Project Costs – Invoice schedule

Description of service/goods	Payee	Invoice number	Invoice Date	Invoice Amount
				£
				£
				£
				£
				£
				£
				£
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				£
				£
				£
				£
				£
			Total Invoices Submitted	£

If this is your final claim it should be accompanied by a completed Outcomes and Project Outputs Form together with the appropriate evidence for the outputs claimed as per your award letter. Additional outputs achieved should also be listed.

SCHEDULE 4
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. you fail to achieve any or all of the Targets;
4. we have made an overpayment of Funding to you;
5. 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;
6. 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;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. 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;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you cease, or threaten to cease, to carry on all or a substantial part of your business;
13. 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 5 Payment Profile

Funding has been awarded on an annual basis as follows:

2014/15 - £9,125
2015/16 - £9,125
2016/17 - £5,000

Claims for payment must be submitted on the following basis:

- on completion of the feasibility report
- By 31st March in the year for which funding has been awarded
- in any case, by 31st March 2017

Unclaimed funding in any year will be withdrawn by the Welsh Government, and cannot be used to support activities in subsequent years.

TWO SIGNATORIES ARE REQUIRED

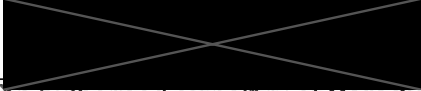
We hereby accept the award of Funding in relation to development support for a proposed Business Improvement District at Aberystwyth for 2014-2017 and the Conditions relating to the Funding

ZMB Signature
An authorised signatory of Ceredigion County Council

MISS Bronwen Morgan Name

CHIEF EXECUTIVE Job Title

25 / 02 / 14 Date

 Signature
An authorised signatory of Ceredigion County Council

 Name

DEVELOPMENT MANAGER Job Title

25 / 02 / 14 Date

