



Llywodraeth Cynulliad Cymru
Welsh Assembly Government

Cyfeirnod/Reference/ 30,069
Dyddiad/Date 23 May 2006

Mr Phil Roach
Pembrokeshire Coast National Park Authority
Llanion Park
Pembroke Dock
Pembrokeshire
SA72 6DY

Dear Mr Roach,

Pembrokeshire Landscape Gallery, St Davids

I am pleased to advise you that the National Assembly for Wales has approved a Grant of £98,750.00 towards the above project.

The offer is based on 3.0 % of the approved expenditure of £3,307,300. If the actual expenditure is less than this you will receive proportionally less grant, but if the costs are higher you will not receive more grant than originally approved.

We have assumed that work on the project will be completed by 31/08/2007. If this is unrealistic please advise us of your estimated completion date on the attached form.

The formal offer of finance is enclosed and it is important that you read and understand the terms and conditions relating to this offer because they are legally binding and enforceable by the board. The number of conditions relating to this offer may alarm you at first but please remember that they have been drawn up with our mutual benefit in mind. Clearly the Board has a duty to protect public money but many of the conditions are in place to help you, and your business, reach full potential. All the terms and conditions of this offer are contained in the attached document.

We need to know in a fair amount of detail when you will be drawing down your grant to enable us to plan our cash flow, and release the grant as quickly as possible. Please complete the attached form and return it to this office. You have up to one month to accept this offer.

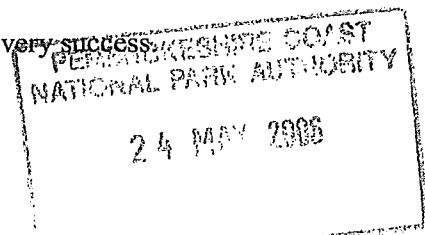
The National Assembly for Wales approved your application on 09/05/2006. Please note that we will not make grant payments against invoices dated before this approval date.

Should you plan to publicise the project, and the grant awarded to you, we would be grateful if you could contact the Visit Wales Press Office on 029 2047 5272 or michael.greenow@wales.gsi.gov.uk so that we might cooperate with you in this.

Finally I would like to take this opportunity to wish your project every success.

Yours sincerely,

Sharon Union
Administration Manager - Invest Wales



*Sharon Union
@wales.gsi.gov.uk*

OFFER OF GRANT FROM THE NATIONAL ASSEMBLY FOR WALES ('THE NAFW')
TO: Pembrokeshire Coast National Park Authority ('THE APPLICANT').

Terms and conditions relating to Project Number 30069, Pembrokeshire Landscape Gallery, St Davids.

1. A capital grant ('The Grant') of £98,750 or 3.0 % of the approved capital expenditure, whichever is less, will be made towards the project as described in Appendix 1 ("The Project"). The National Assembly for Wales shall decide approved capital expenditure for the purpose of calculating the grant.
2. This grant is made towards the approved capital expenditure incurred in connection with Pembrokeshire Landscape Gallery, St Davids
3. Work on the project for which assistance is being given must be completed by 31/08/2007 and claims submitted by 30/09/2007 for payment by the NAFW. Failure to comply with the above may result in the grant being forfeited and any instalments made may become repayable. The board reserves the right to undertake detailed inspection of the work carried out, and request supporting paperwork, invoices and financial records before releasing instalments.

The NAFW has allocated the following amounts of the offer to the following financial years but reserves the right to alter this allocation should circumstances so require.

Capital Grant

<u>Financial Year</u>	<u>Amount</u>
2007/2008	£98,750.00

4. The grant may, at the discretion of the NAFW, be advanced in stage payments upon receipt of the appropriate certificates or bills, invoices or statements of account. Up to 75% of the grant may be paid before completion of the project, with the final instalment being made upon receipt of the final claim form and inspection by the National Assembly for Wales.

Stage payments will not exceed 3.0% of the approved capital expenditure incurred up to the date of that instalment.

1. Payment of the grant will be made after the NAFW has approved evidence of capital expenditure on the project.
2. In the case of stage payments, the NAFW will have to be satisfied that the balance of finance required to complete the project as planned can be provided or obtained from other sources and that the work will be completed by the date stated.
3. The NAFW will need to be satisfied, before making the grant, that no more than 75% of the capital expenditure will be provided from public funds, except in the case of Local Authority projects.

4. The grant shall become repayable within such time as the NAFW shall specify if the following conditions in relation to the project and the grant aided property are not met during the period from the date of the first instalment of the grant to the expiry of five years from the date of payment of the last instalment of the grant.
- a). The facilities must be available to the public in general during the whole period when the project is operational.
 - b). The building/equipment/facilities must not be disposed of by way of sale lease subletting licensing parting with possession or any other disposal during the period of 5 years following the final grant payment without the prior written consent of the NAFW. In the event of any breach of this condition the NAFW will require the applicant to immediately repay the grant or such part that the NAFW in its absolute discretion determines out of the proceeds of sale of the whole or any part of the assets which form the project. The NAFW may in its absolute discretion agree to waive the repayment if the reasons for disposal are in the NAFW's sole opinion exceptional circumstances and the purchaser agrees to take on and comply with the conditions of grant and any appropriate conditions which the NAFW may impose. The NAFW will not exercise its discretion to waive the repayment of a grant where the assets are disposed of within three years of the final grant payment.
 - c). The building/equipment/facilities must be maintained to a standard acceptable to the NAFW.
 - d). The business must be operated efficiently, proper Books of Accounts must be maintained and the applicant must supply financial and other information as and when requested by the NAFW.
 - e). The project and all property, fixtures and fitting comprised therein must be insured against all usual risks, including third party and public liability risks and evidence of such must be produced as and when required by the NAFW.
 - f). All terms and conditions of any leases and all covenants must be observed and performed in respect of the property on which the project is carried out.
5. This offer is subject to written acceptance within one month of the date of the offer letter.
6. Prior to any payment being made, the NAFW must be satisfied that the project has the necessary Statutory Permissions and in the absence of any of these permissions, the NAFW reserves the right to rescind the offer.
7. The applicant hereby confirms that he/she/it/they owns(s) the estate in the whole of the land to which the application relates either as freeholder or lessee for a term of years of which not less than six years remain unexpired at the date of this offer. In either case such ownership is only to be subject to such legal interests or encumbrances as the NAFW approves.
If the applicant is in breach of the above the NAFW may rescind the offer at any time and any money paid thereunder shall be immediately repaid to the NAFW.
8. The applicant shall agree to accept and display such plaques, notices or signs as the NAFW may require to indicate that the project is being or has been financially assisted by the NAFW and shall agree to allow the NAFW, at its discretion, to publicise its assistance in such manner as the NAFW may decide.

9. Before payment of the first grant instalment the applicant will be required to complete and sign a Deed of Covenant in a form agreed by the NAFW's solicitor. A draft Deed of Covenant will be spatched from the NAFW's solicitor on acceptance of the offer and it is expected that you return it within a month. The conditions of this offer will be replicated in the Deed of Covenant.

In order to protect our interest we will register against the Property which has benefited from the grant a Caution against First Registration at the Land Registry and a C(iv) Land Charge at the Land Charges Registry if title to the land is unregistered or a Restriction in the following form if the land is registered:

"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of National Assembly for Wales, 10th Floor Brunel House, 2 Fitzalan Road, Cardiff, CF24 OUY or its conveyancer".

The effect of the Caution and Land Charge Registration will be to inform us in the event of you attempting to sell the property. Upon receipt of a request from the applicant the NAFW will arrange for removal of the registrations once the compliance period of 5 years from the date of the final payment has elapsed.

In the event of you wanting to sell the property within the compliance period you should contact the NAFW to discuss the circumstances of the sale. The NAFW will consider each case on its own merits and at its own discretion will decide whether the grant or some proportion of it will have to be repaid.

10. The applicant shall agree that all facilities and services grant aided or otherwise financially assisted by the NAFW shall conform to the plans and specifications or other particulars submitted to and subsequently approved by the NAFW. The applicant shall not materially alter or change such specifications without the prior approval of the NAFW.
11. Before any grant is paid the applicant must properly complete and return a claims development cash flow forecast and return it to the NAFW. YOUR OFFER WILL NOT BE CLASSIFIED AS ACCEPTED WITHOUT THIS FORECAST. The NAFW may be unable to retain funds that are not claimed by the due date but reserves the right to amend the forecasts.
12. The applicant shall agree to make all future signage bilingual (Welsh/English) or multilingual (including Welsh and English).
13. The applicant shall agree to participate in the Visit Wales Star Attraction Scheme for tourist attractions annually during the compliance period, failure to comply with the Star Attraction Scheme shall result in the grant being reclaimed.

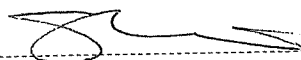
NB. The applicant must note that it is intended in the near future for the Visit Wales Star grading scheme to become part of a UK harmonised scheme. It is important that the applicant is both aware of this intention, plans for this change accordingly, and ensures the achieved grade is at least of an equivalent standard within any new system created.

14. The applicant shall agree to participate in National Assembly for Wales performance monitoring surveys as and when requested.
15. The applicant agrees to provide annual statements regarding the number of staff employed. The NAFW may wish to audit these returns by checking employee records. The NAFW reserves the right to reclaim grant monies on demand if there is a significant difference between the actual number of employees and the number forecast at the time of the application.

16. The completed project and grant assisted property will be subject to at least one detailed annual visit during the compliance period. The applicant shall agree to cooperate fully with the NAFW, allow reasonable access and provide relevant information promptly when required. The project will receive an annual request for audited accounts and other information. The applicant shall agree to complete and return the questionnaire promptly.
17. At least one member of the management team must attend Welcome Host Manager and all other staff members must attend the Welcome Host Course.
18. All promotional literature must include instructions on how the gallery can be reached by public transport.
19. The applicant will agree to operate an equal opportunity policy and take into account equal opportunity issues in the development of the project.
20. The applicant agrees to maintain the original invoices for a 10 year period and to supply the NAFW with the serial numbers of any equipment purchased with this grant.
21. The applicant agrees that the, National Assembly for Wales, NAO, Audit Commission and the European Court of Auditors have a right to audit the activities of the grant, including the right to carry out audits or have them carried out in the businesses to which the grant has been given.
22. The applicant agrees to undertake the Green Dragon Environmental Standard to level 2 within one year of accepting a grant offer.
23. The applicant agrees to use a Website(s) as part of the marketing action plan for the business and to be represented on and linked with the VisitWales site.
24. The applicant agrees to incorporate a 'Welsh Theme' into the project. The applicant must demonstrate at the completion stage that every effort has been made to specifically address décor, pictures, menus, use of language and the local sourcing of products where feasible. This may have been detailed in the applicant's application, if not, the NAFW is able to provide some guidance on this issue if required. Release of the final payment of grant will in part depend on achieving the above, to NAFW Officer's approval.
25. PCNPA and NMGW each confirms, in writing, that any deficit will be met throughout the compliance period.
26. The Visitor Centre and Gallery must be registered by VAQAS.
27. Prior to any grant payments, Invest Wales must receive confirmation, in writing, that the remaining funding is in place, in particular Objective 1 (WEFO) and Pathway to Prosperity (P2P).

Date of Offer: 9/5/2006

Signed for and on behalf of the National Assembly for Wales



Appendix 1

Project Number **30069**

For your guidance, and without prejudice to the National Assembly for Wales's discretion in determining what is eligible capital expenditure for the purpose of payment of claims, this offer is made towards the following items of capital expenditure:

Building Costs	£2,694,000
Plant, Equip, Furnishings	£118,800
Professional Charges	£394,500
Contingency	£100,000
TOTAL	£3,307,300

Description:

The existing Information Centre comprises a curved, single storey building that forms approximately a quarter sector, with a two-storey circular tower to one end of the curved building. The building is set within landscaped grounds and there is a large public car park on the opposite side of the road.

The proposed project includes for:

- Constructing a large single storey extension to the end of the curved building to provide gallery space, together with an education room, studios, workshops and ancillary accommodation
- Converting part of the existing building to provide a café for up to 80 covers
- Relocating the retail area and tourist information centre into the existing gallery area
- Extending the car park to provide 140 additional car parking spaces
- Constructing a central paved courtyard in the front of the centre and paths and landscaping on site.

Please note that in no circumstances are legal fees and working capital considered to be eligible capital expenditure. Paintings, prints, objets d'art etc will not qualify for financial assistance and second hand items and antiques will be individually considered in the light of the overall nature of the project. If it is proposed to purchase items of this nature, please contact the National Assembly for Wales's Administration Manager Invest Wales prior to the purchase for a ruling on eligibility.

Leased equipment or any items purchased on hire purchase will not qualify for assistance. If you propose to purchase any items, or to undertake work not listed above and on which you expect to make a claim, please contact the Administration Manager Invest Wales immediately.

ACCEPTANCE BY THE APPLICANT

I agree to the attached offer of financial assistance on the terms and subject to the conditions specified in this offer document and I indicate my acceptance by signing below and at the foot of each page of the offer.

In order to assist us with the processing of this acceptance it is essential that you complete all of the sections listed below:

Signed:

Status LOCAL AUTHORITY

For and on behalf of Pembrokeshire Coast National Park Authority

Address Llanion Park
Pembroke Dock
Pembrokeshire
SA72 6DY

Date of signature:

Full Property Address:

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Full Name of Owners:

Land Registry Title Number:
(to be found on property deeds, or requested from bank, solicitor etc)

Name and address of your solicitors:

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Please return completed forms to:

Administration Manager Invest Wales
National Assembly for Wales
10th Floor, Brunel House
2 Fitzalan Road
Cardiff
CF24 0UY