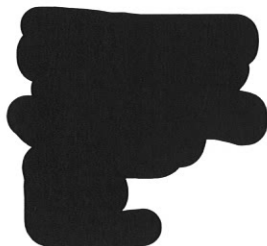




Gwasanaeth Ynni Energy Service



Energy Saving Trust
33 Cathedral Road
Cardiff
CF11 9HB
Tel 02920 475960

Ref: GWGES220011

12 July 2023

Dea 

Welsh Government Energy Service – Grant Offer Letter

I am pleased to inform you that **YnNi Teg Cyf**'s application for Community Energy Resource Grant assistance, as set out in your application form of **10/11/2022**, has been approved.

The following documents are enclosed:-

- This Grant Offer letter incorporating:
 - "Acceptance Declaration"
 - Bank Details Form – Community Energy Resource Grant
 - Grant Claim Form – Community Energy Resource Grant
- Scheme Conditions of Grant

Unless otherwise stated, capitalised expressions used in this grant offer letter have the meanings given to those expressions in the conditions of grant referred to above.

Offer of Grant

The offer of grant is for a maximum of **£66,000.00** (Sixty-six thousand pounds) or **100%** of the Eligible Costs, whichever is the lesser amount.

For the purposes of this grant offer and the Scheme Conditions of Grant, the "Eligible Costs" and "Payment Milestone" are/is as follows:-

- "Eligible Costs" means the fee payable by you, the recipients, for the activities as referred to in your application (Appendix A), and further detailed in the "Special Conditions" below
- "Payment Milestone" means the progression of the work as referred to in the agreed "Milestone Schedule" below including the submission of the claims information and report as further detailed in the "Special Conditions" below
- "Grant Start Date" is the date that this Grant Offer Letter was issued by Energy Saving Trust
- "Grant Offer Expiry Date" is the last date by which a valid grant claim can be submitted, unless otherwise agreed in writing by Energy Saving Trust



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- "Grant Period" refers to the term between the Grant Start Date and the Grant Offer Expiry Date
- "Grant Contract" means the contract between Energy Saving Trust and the Recipient which is formed on acceptance by the Recipient of the offer set out in this Grant Offer Letter and which incorporates the Application Documents, the Grant Offer Letter (including any Special Conditions), and the Conditions.

The grant offer set out in this letter is subject to the Scheme Conditions of Grant enclosed with this letter and the "Special Conditions" set out in the following section of this letter. For the avoidance of doubt, reference to 'Preparatory Work' in the Scheme Conditions of Grant encompasses the Community Energy Resource Grant

Milestone Schedule

Milestone No.	Task	Outcome	Start Date	End Date
1	Recruitment	[REDACTED]	25/04/2023	31/07/2023
2	Induction & Mentoring needs identified	Employee ready to engage fully in project work.	01/08/2023	30/09/2023
3	Role Integration into YnNi Teg (YT)	Effective collaboration within YT Team and externally.	01/07/2023	Ongoing
4	Scoping Study	Report on ongoing Community Energy (CE) projects, key opportunities for the role and YT in support of the wider community energy sector.	01/08/2023	30/09/2023
5	Year 1 Workplan (Refer to Application Project Outputs – replicated below)	Activities and CE engagement approach fully defined for initial 12 months.	01/08/2023	31/10/2023
6	Year 2 Workplan (Refer to Application Project Outputs)	Activities and CE engagement approach fully defined for second 12 months.	01/06/2024	30/06/2024
7	Sector Networking	Implementation plan for ongoing CE sector networking.	01/08/2023	31/07/2025

Special Conditions

Unless otherwise expressly agreed in writing by Energy Saving Trust, the scope of the legal support and tax advice to what the grant offer sets out in this letter must be consistent with what is envisaged in the quotes provided with your application.

In accepting this grant, you agree to inform Energy Saving Trust in writing of any variation to your project as soon as you become aware of these changes. This includes changes to the staff roles, activities and other relevant costs, including underspend. In such circumstances, the changes will be reviewed by Energy Saving Trust and only when given written approval may any related costs be included within a grant claim.



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Eligible costs incurred within the Grant Period may be claimed quarterly and should be submitted to Energy Saving Trust with your quarterly Project Progress Report. All claims should be submitted by the deadline and in line with the scheme Payment Guidance, which is provided alongside the reporting forms. Claims and reports should be submitted sequentially, and new requests will not be processed until any outstanding evidence or reports have been received and approved by your Development Manager.

To receive a grant payment for the Eligible Costs 'in arrears', you must provide Energy Saving Trust with evidence to support your claim. Specific Eligible Costs may be claimed one quarter in advance by prior agreement with your Development Manager, however these costs must be evidenced in full before another claim is submitted.

The Recipient acknowledges and agrees that the Welsh Government may at some point appoint another organisation to administer, in place of Energy Saving Trust, the grant scheme under which the Grant Contract was entered into. In these circumstances:

- Energy Saving Trust shall be entitled to transfer the Grant Contract (including all of the rights and obligations of Energy Saving Trust under the Grant Contract) to the relevant organisation appointed by the Welsh Government; and
- the Recipient shall, within 14 days of being requested to do so, enter into with Energy Saving Trust and the organisation in question an appropriate deed or other agreement, in the form proposed by Energy Saving Trust (acting reasonably) for these purposes, in order to give full effect to a transfer of this kind.

Claiming the Grant

In order to claim your grant, you will need to complete and sign the enclosed Grant Claim Form – Community Energy Resource Grant. The form, together with all necessary supporting information and report, should be submitted to communityenergy@energyservice.wales within 5 working days of the quarter ending.

Please note that you may request up to a maximum of 90% of your grant through valid quarterly claims before submission of your final project report. The final project report should accompany your final claim. If you fail to submit a properly completed final grant claim form, together with all necessary supporting documentation, by the **07/08/2025** then you forfeit the opportunity to claim the remaining balance of your grant.

Data Protection

Energy Saving Trust acts on behalf of the Welsh Government Energy Service in requesting your information for the purposes of assessing your eligibility for the Community Energy Resource Grant. Where eligible, we will also use your information for the purposes of administering any funding to you. We may share your information with the Welsh Government as funders of this scheme. We may contact you for feedback to help make improvements to our service in the future.

For more information on how we use your information, please see our privacy policy at www.energysavingtrust.org.uk/privacy or you can request a copy from our Data Protection Officer by writing to DataProtectionOfficer@est.org.uk.



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Accepting this Offer of Grant

If you wish to accept this offer of grant, please sign and date the acceptance declaration at the end of this letter and send this to me by no later than the **26/07/2023** through electronic format or post. If you fail to return a duly completed acceptance declaration by this date, the grant offer set out in this letter will lapse and no longer be capable of acceptance.

If you have any queries about the offer of grant set out in this letter, please email us at communityenergy@energyservice.wales or refer to your Development Manager.

Yours sincerely,

[Redacted signature]

Signed for and on behalf of the Welsh Government Energy Service

[Redacted signature]

Title

14/07/2023

Date



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Acceptance Declaration

On behalf of **YnNi Teg Cyf**, I accept the offer of grant set out in the letter above and confirm agreement to the Scheme Conditions of Grant – Community Energy Resource Grant enclosed with the letter and the Special Conditions set out in the letter.

Grant ID	GWGES220011
Signed for and on behalf of Recipient	[REDACTED]
Name of signatory	[REDACTED]
Position of signatory	[REDACTED]
Date of signature	17/07/2023



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BANK DETAILS FORM - COMMUNITY ENERGY RESOURCE GRANT

Your grant payment will be made by bank transfer into the bank account of the organisation i.e. Ynni Teg Cyf. Note that the account number must belong to the organisation that has been awarded the grant and not a personal account number.

Please complete the details below to enable us to pay your grant claims. This form should be completed by a member of the Recipient's Finance team who may be contacted to verify bank details.

Energy Saving Trust does not provide remittance advices, however you can contact the team at communityenergy@energyservice.wales should you have any questions or if your bank details change.

[Redacted content]



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GRANT CLAIM FORM - COMMUNITY ENERGY RESOURCE GRANT

This Grant Claim Form, together with the relevant supporting documentation, should be **sent as a PDF** to communityenergy@energyservice.wales by the 5th working day of the reporting month.

Name of Recipient	YnNi Teg Cyf
Grant Start Date	10/07/2023
Grant Reference No.	GWGES220011
Maximum grant value	£66,000.00
Grant Offer Expiry Date	31/07/2025

Grant Claim Declaration (to be completed by an authorised representative of the Recipient organisation named above)

For and on behalf of the Recipient, I confirm as follows: -

- The Claim Period to which this Grant claim relates is as follows: -
Initial Advance Claim ☐
Quarterly Claim ☐
Final Claim ☐
- The activity relating to this Claim is detailed in the accompanying report in accordance with the Grant Contract and the Project is otherwise proceeding in accordance with the Grant Contract.¹
- The total Eligible Costs being claimed within this request are as follows: -

£

- Evidence (e.g., redacted payslips, bank statements or relevant invoices) for the incurred Eligible Costs described in point 3 above, together with all other supporting documentation required by the Grant Contract, is enclosed with this form.¹
- All Eligible Costs described in point 3, where not already incurred, will be evidenced by the Recipient before the next claim is submitted.

Signed for and on behalf of Recipient	
Name of signatory	
Position of signatory	
Date of signature	

¹ Not applicable for initial advance claim



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CONDITIONS OF GRANT

1. Interpretation

1.1 The following definitions are used in these conditions:-

- 1.1.1 "Application Documents" means all documentation provided by or on behalf of the Recipient to the Energy Saving Trust in connection with the Recipient's bid to obtain grant funding in respect of the Project, including the application form (plus supporting documentation) referred to in the Grant Offer Letter;
- 1.1.2 "Asset Register" means the register referred to in clause 6.4 below;
- 1.1.3 "Conditions" means the conditions of grant set out in this document;
- 1.1.4 "Eligible Costs" means, subject always to clause 2.4 below, those items of expenditure in relation to the carrying out of Preparatory Work that are detailed in the Grant Offer Letter or otherwise expressly approved in writing by the Energy Saving Trust from time to time;
- 1.1.5 "Energy Saving Trust" means the Energy Saving Trust Limited;
- 1.1.6 "Facility" means the renewable energy generating facility or installation, located in Wales, that is to be developed and operated by the Recipient as part of the Project;
- 1.1.7 "Grant" means the grant funding that the Energy Saving Trust has agreed to pay to the Recipient in respect of Preparatory Work, subject to and in accordance with the Grant Contract, as specified in the Grant Offer Letter;
- 1.1.8 "Grant Contract" means the contract between the Energy Saving Trust and the Recipient which is formed on acceptance by the Recipient of the offer set out in the Grant Offer Letter and which incorporates (subject to clause 1.4 below) the Application Documents (including the Project Finance Plan), the Grant Offer Letter (including any Special Conditions), and the Conditions;
- 1.1.9 "Grant Offer Letter" means the letter from the Energy Saving Trust which is addressed to the Recipient and encloses these Conditions;
- 1.1.10 "Payment Milestone" means those specific events described as such in the Grant Offer Letter or otherwise expressly approved as such in writing by the Energy Saving Trust from time to time, being the trigger events for claiming a proportion of the Grant;
- 1.1.11 "Preparatory Work" means initial preparatory work carried out by the Recipient in relation to the Project, including the commissioning of any necessary environmental impact assessment, the obtaining of any necessary planning permission and any other preliminary activity expressly approved in writing by the Energy Saving Trust for these purposes;



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- 1.1.12 "Project" means the project, involving the development and operation by the Recipient of a community scale renewable energy generation facility or installation, envisaged by the Application Documents;
- 1.1.13 "Project Contractors" means those consultants, contractors and other third parties who will be engaged by the Recipient to assist in the carrying out of the Project, including those who will be engaged to carry out elements of the Preparatory Work;
- 1.1.14 "Project Finance Plan" means the document described as such and submitted to the Energy Saving Trust as part of the Application Documents by way of a projection of anticipated expenditure in relation to the carrying out of the Project (including the Preparatory Work), or such amended version of that document as may be expressly approved in writing by the Energy Saving Trust from time to time;
- 1.1.15 "Recipient" means the organisation (being a Social Enterprise or SME) to whom the Grant Offer Letter is addressed;
- 1.1.16 "Scheme" means the scheme administered by the Energy Saving Trust on behalf of the Welsh Government;
- 1.1.17 "Site" means the site, located in Wales, at which the Facility is to be built or installed;
- 1.1.18 "SME" means a small company as one with fewer than 200 employees and a medium company as one with between 200-500 employees and have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43million euro.
- 1.1.19 "Social Enterprise" means an organisation that, in the reasonable opinion of the Energy Saving Trust, is engaged in the carrying on of a business with primarily social purposes (other than the provision of schooling or social housing), meaning that it is involved in some form of trading, but that it trades primarily to support a social purpose (other than schooling or social housing) and seeks to reinvest any surpluses principally in the business or in the community to enable it to deliver on its social objectives;
- 1.1.20 "Special Conditions" means any conditions, specific to the Project, that have been stipulated by the Energy Saving Trust, as set out or referred to in the Grant Offer Letter;
- 1.1.21 "Specified Percentage" means the maximum level or rate of Grant (expressed as a percentage of relevant Eligible Costs) that the Recipient is entitled to receive, being the level or rate specified in the Grant Offer Letter (including in any Special Conditions).
- 1.2 The headings in these Conditions have been inserted for ease of reference and are not intended to affect the interpretation of these Conditions.
- 1.3 Any phrases introduced by the terms "include", "including", "in particular" or any similar expression are to be construed as illustrative and will not limit the sense of the words preceding those phrases.
- 1.4 If there is any conflict or inconsistency between any of the documents that comprise that Grant Contract, the order of priority shall be as follows:-



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- 1.4.1 first priority, the Grant Offer Letter, including any Special Conditions;
- 1.4.2 second priority, these Conditions; and
- 1.4.3 third priority, the Application Documents.

2. Use of the Grant

2.1 The Recipient acknowledges and agrees that:-

- 2.1.1 the Grant is only offered, and is only to be used, for the purposes of meeting Eligible Costs incurred by the Recipient in connection with the carrying out of Preparatory Work (in relation to the Project) in accordance with the Grant Contract
- 2.1.2 the Grant is not to be used for any other purpose whatsoever;
- 2.1.3 it is only Social Enterprises and SME's that are eligible to receive the Grant and, accordingly, the Recipient shall only be entitled to receive the Grant on condition that it is, and remains for the duration of the Project, a Social Enterprise.

2.2 Where the actual expenditure on any individual item identified in the Project Finance Plan varies or is projected to vary from that stated in the Project Finance Plan by more than 10%, then without prejudice to any other rights and remedies the Energy Saving Trust may have, the Energy Saving Trust shall be entitled to reassess the viability of the Project and its value for money and subject to the outcome of such assessment require repayment of some or all of any Grant already paid and/or withhold payment of some or all the Grant then unpaid.

2.3 Subject always to clause 2.2 above and to clauses 3.5 and 5.7 below, transfer between categories of expenditure identified in the Project Finance Plan (such that less is spent on one item and more on another) will be allowed provided the Energy Saving Trust is reasonably satisfied the Project is otherwise proceeding as planned.

2.4 The definition of Eligible Costs for the purposes of the Grant Contract does not include, and the Recipient shall not be entitled to claim any grant funding in respect of:-

- 2.4.1 any expenditure of a party political or exclusively religious nature;
- 2.4.2 any recoverable VAT incurred;
- 2.4.3 any expenditure on works or activities which the Recipient or any other person has a statutory duty to undertake; or
- 2.4.4 any liability arising out of negligence on the part of the Recipient, any of the Project Contractors or any of their respective officers, employees or sub-contractors;
- 2.4.5 any interest on debt;
- 2.4.6 any activity in relation to the Project other than the carrying out of Preparatory Work;



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- 2.4.7 any costs incurred in relation to the Project prior to the date of the Grant Offer Letter.
- 2.5 For the avoidance of doubt, the Grant will only be payable in respect of Eligible Costs which are actually incurred by the Recipient and which are not the subject of any funding received from any co-funder or other third party.
- 3. Progress of Project**
- 3.1 The Recipient shall progress and deliver the Project (including the carrying out of all Preparatory Work) using all reasonable care, skill and diligence and in accordance with the timetable and otherwise in the manner envisaged by the Grant Contract.
- 3.2 Without prejudice to the generality of clause 3.1, the Recipient shall:-
- 3.2.1 only engage Project Contractors on terms that will allow the Recipient to comply with the Grant Contract, including clause 3.1 above; and
- 3.2.2 co-ordinate and monitor the activities of Project Contractors so as to ensure compliance with the Grant Contract, including clause 3.1 above.
- 3.3 The Recipient shall ensure that:-
- 3.3.1 it has obtained (or by the time they are needed, will have obtained) and will continue to have all necessary consents and approvals in order to deliver the Project, including all necessary planning and building regulation consents and all necessary consents from any owners of the Site or neighbouring owners or occupiers;
- 3.3.2 in carrying out any activities in connection with the Project, it and anyone acting on its behalf (including each of the Project Contractors) complies with all applicable laws and regulations;
- 3.3.3 having regard to the fact that the Scheme may be financed in whole or in part by funding received by the Welsh Government, it complies in relation to the Project with such other requirements as may reasonably be specified by the Energy Saving Trust from time to time (whether in relation to grant claim procedures, audit requirements, publicity requirements or otherwise) in order to comply with applicable legislation and procedures in relation to such funds.
- 3.4 The Recipient shall notify the Energy Saving Trust in writing without delay of any actual or projected overspend in relation to the Project or other change in respect of the Project Finance Plan and of any other material issue, risk or occurrence (whether internal or external to the Project) that may affect delivery of the Project in accordance with the Grant Contract.
- 4. Dissemination**
- 4.1 Within three months of completion of the Preparatory Works, the Recipient shall prepare and submit to the Energy Saving Trust a report, for use and publication by the Energy Saving Trust as a case study, on the outputs from the Preparatory Works and any lessons learnt by the Recipient from the carrying out of the Project to that point. The report shall be in such



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form, and contain such information, as may reasonably be specified by the Energy Saving Trust at the time having regard to the purpose for which it is required.

- 4.2 The Recipient shall permit the Energy Saving Trust and the Welsh Government to publish such reports and use such information in relation to the Project as the Energy Saving Trust and the Welsh Government reasonably considers appropriate from time to time, including information obtained from the Recipient under clause 4.1 above. Having regard to the overall objectives of the Scheme, such reports shall be of a nature and detail as will enable readers to assess the viability of projects similar to the Project and the carbon savings and other benefits resulting from such projects. For the avoidance of doubt:-
- 4.2.1 the Energy Saving Trust and the Welsh Government shall be entitled to publish or otherwise disclose to third parties information relating to the Project (including information provided by the Recipient) with a view to third parties setting up projects similar to the Project, although in doing so the Energy Saving Trust and Welsh Government (as appropriate) shall have regard to the confidentiality of any detailed financial information provided by the Recipient from time to time;
- 4.2.2 the Recipient shall be responsible for granting or procuring the grant of such licences or permissions (whether from Project Contractors or otherwise) as may be necessary to give effect to this clause 4.3.
5. **Payment of Grant**
- 5.1 Subject to the other provisions of the Grant Contract, including in particular clause 5.2 below, the Recipient shall be entitled on achievement of each Payment Milestone to claim Grant in respect of those Eligible Costs that are identified in the Grant Offer Letter as being claimable at that time and that have either been incurred and paid by the Recipient prior to making the claim or, to the extent expressly approved in writing by the Energy Saving Trust (and subject to any conditions that may be specified as a condition of giving that approval), that are due to be incurred and paid on receipt of the relevant Grant payment.
- 5.2 The amount of Grant that the Recipient shall be entitled to claim on achievement of any particular Payment Milestone shall not exceed the following limits:-
- 5.2.1 the Grant shall not exceed the Specified Percentage of the relevant Eligible Costs in respect of which the Grant is being claimed;
- 5.2.2 the Grant shall not in any event exceed the sum or sums in pounds sterling (if any) specified in the Grant Offer Letter as being the total amount of Grant claimable against the Payment Milestone in question.
- 5.3 The Grant shall only be payable, in response to any claim from the Recipient, where the Energy Saving Trust is reasonably satisfied, based on information provided to it (including the documents referred to in clause 5.4 below) that:-
- 5.3.1 the Eligible Costs in respect of which Grant is being claimed have been incurred and paid by the Recipient or (as the case may be, where approved by the Energy Saving Trust) will be incurred and paid by the Recipient on receipt of the relevant Grant payment; and
- 5.3.2 the relevant Payment Milestone has been achieved and the Project is otherwise progressing in accordance with the Grant Contract.
- 5.4 In support of any claim for payment of Grant, the Recipient shall provide the Energy Saving Trust with the following documents:-



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- 5.4.1 a duly completed grant claim submission form in the format and containing the information specified by the Energy Saving Trust, including a statement on behalf of the Recipient to the effect that all Eligible Costs which are the subject of the claim for Grant have been incurred and paid by the Recipient for the purposes of the Project or (as applicable) will be incurred and paid for those purposes on receipt of the relevant Grant payment;
 - 5.4.2 appropriate invoices (receipted, where applicable), contract documents or other evidence of expenditure on Eligible Costs;
 - 5.4.3 such other supporting documentation as the Energy Saving Trust may reasonably specify.
- 5.5 The Energy Saving Trust reserves the right, acting reasonably, to revise its grant claim and payment procedures from time to time, including as to the documentation to be provided in support of grant claims and (if applicable) as to the basis on which any payments of Grant may be made in advance of Eligible Costs being incurred, and the Recipient shall be required to comply with such revised procedures as may be notified to it from time to time.
- 5.6 Without prejudice to any other provisions in the Grant Contract, it is a strict condition of the payment of the Grant to the Recipient that all documents referred to in clause 5.4 above shall have been submitted, in respect of the Recipient's final grant claim, by no later than the date stated in the Grant Offer Letter.
- 5.7 For the avoidance of doubt, the total Grant payable by the Energy Saving Trust shall not exceed the sum or sums in pounds sterling specified in the Grant Offer Letter, even if:-
 - 5.7.1 the actual Eligible Costs incurred by the Recipient in relation to the Project exceed those amounts originally envisaged by the Project Finance Plan or any other part of the Grant Contract; and/or
 - 5.7.2 the amount of funding that the Recipient is able to obtain from third parties in relation to the Project is less than that originally envisaged by the Application Documents.
- 6. **Monitoring, Audit & Inspection**
 - 6.1 The Recipient shall procure that appropriate representatives attend such meetings with representatives of the Energy Saving Trust and provide such ad hoc verbal or written reports in respect of activity in relation to the Project as the Energy Saving Trust may reasonably request from time to time in order to monitor progress in relation to the Project and/or verify compliance with the Grant Contract.
 - 6.2 The Recipient shall keep a record of all expenditure relating to the Project and shall retain all invoices, receipts, accounting records, in-kind contributions and expenditure and other relevant records for at least six years from completion of the Preparatory Work.
 - 6.3 Within 3 (three) months after completion of the Preparatory Work, the Recipient shall if requested to do so by the Energy Saving Trust submit to the Energy Saving Trust a certificate of expenditure, in the form specified by the Energy Saving Trust and signed by the Recipient's finance director (or equivalent), certifying amongst other matters that all amounts of Grant paid to the Recipient have been fully used in meeting Eligible Costs and detailing the total Eligible Costs actually incurred and paid by the Recipient in relation to the Preparatory Work. For the avoidance of doubt, the Recipient shall be required to repay any Grant to the extent that it was not used specifically for meeting the relevant Eligible Costs and/or that the total Grant paid was in excess of the Specified Percentage of the relevant Eligible Costs.



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- 6.4 On being required to do so at any time, the Recipient shall permit representatives of the Energy Saving Trust, the Welsh Government audit body to have access to the Recipient's premises, to inspect all books and records of the Recipient relating to the Project (including the Asset Register) and to make copies thereof for the purpose of verifying the accuracy of Grant claims, reports and other documents provided by the Recipient in relation to the Project and otherwise verifying that the Recipient has complied with the Grant Contract.
- 6.5 On being required to do so at any time, the Recipient shall also permit representatives of the Energy Saving Trust, the Welsh Government audit body to have access to the Site for the purposes of assessing progress with the Project and otherwise verifying compliance with the Grant Contract.

7. Warranties, Representations & Undertakings

- 7.1 The Recipient warrants and represents to the Energy Saving Trust that as at the date of the Grant Contract:-

- 7.1.1 it has full power and authority to enter into and perform its obligations under the Grant Contract;
- 7.1.2 all information previously provided to the Energy Saving Trust in connection with the Grant and/or the Project (including all information set out in the Application Documents) remains true, accurate and complete in all material respects, save only for any changes notified to the Energy Saving Trust in writing;
- 7.1.3 in relation to the Project, it has not applied for or received any grant funding or other financial aid or assistance directly or indirectly from public sources (including the UK Government, the EU or any of its member states) other than funding, aid or assistance which was notified to the Energy Saving Trust prior to the date of the Grant Offer Letter or otherwise expressly approved in writing by the Energy Saving Trust since the date of the Grant Offer Letter;
- 7.1.4 without prejudice to the generality of clause 7.1.2 above, the match funding for the Project referred to in the Application Documents or otherwise notified to the Energy Saving Trust prior to the date of the Grant Offer Letter has been secured and will be available to the Recipient on the basis described in writing to the Energy Saving Trust prior to the date of the Grant Offer Letter or otherwise expressly approved in writing by the Energy Saving Trust since the date of the Grant Offer Letter;
- 7.1.5 in relation to the Project, it has not entered into any arrangement with a third party under which that third party will provide funding or otherwise participate in the Project other than any arrangement (including any match funding arrangement contemplated by clause 7.1.4 above) which was notified to the Energy Saving Trust prior to the date of the Grant Offer Letter or otherwise expressly approved in writing by the Energy Saving Trust since the date of the Grant Offer Letter;
- 7.1.6 it has provided the Energy Saving Trust with full details of any funding or other participation arrangements in relation to the Project, as envisaged by clauses 7.1.3 to 7.1.5 above, including the terms on which any such funding is to be provided or other participation to occur.

- 7.2 The Recipient undertakes to the Energy Saving Trust as follows:-



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- 7.2.1 in relation to the Project, it shall not without the prior written approval of the Energy Saving Trust apply for, or receive, any funding, aid or other assistance of the kind referred to in clause 7.1.3, or enter into any arrangement of the kind envisaged by clause 7.1.4, other than any funding, aid, assistance or arrangement which was notified to the Energy Saving Trust prior to the date of the Grant Offer Letter;
- 7.2.2 it shall notify the Energy Saving Trust promptly in writing of any material change to any information previously provided to the Energy Saving Trust in connection with the Grant and/or the Project (whether in the Application Documents or otherwise);
- 7.2.3 without prejudice to the generality of clauses 3.5 and 7.2.2 above, it shall notify the Energy Saving Trust promptly in writing of any material change to the terms applicable to any funding, aid or other assistance of the kind referred to in clauses 7.1.3 or 7.1.4 or arrangement of the kind envisaged by clause 7.1.5, including any actual or threatened reduction or withdrawal of any of the match funding envisaged by clause 7.1.4;
- 7.2.4 it shall ensure that all information provided to the Energy Saving Trust from time to time (in connection with the Grant and/or the Project) on or after the date of the Grant Contract, whether in reports or Grant claims, in response to enquiries from the Energy Saving Trust or otherwise, is true, accurate and complete in all material respects;
- 7.2.5 it shall notify any third party provider of funding in respect of the Project (including any provider of the types of funding envisaged by clauses 7.1.3 and 7.1.4 above) of the offer of Grant made by the Energy Saving Trust in the Grant Offer Letter and (if applicable) of any change to the amount of that offer from time to time.
- 8. Withholding & Repayment of Grant**
- 8.1 Without prejudice to any other rights it may have under the Grant Contract or the general law, the Energy Saving Trust shall be entitled to reduce, suspend or withhold payment of part or all of the Grant or require part or all of the Grant to be repaid, if any one or more of the following events occurs, whether before or after the date of the Grant Contract:-
- 8.1.1 a decision is made by the Welsh Government and/or an obligation arises under any applicable law which requires that the Grant should be varied, withheld, reduced, cancelled or recovered;
- 8.1.2 the Energy Saving Trust reasonably considers that payment of the Grant or any part of it would be in breach of European Union state aid rules, in particular the European Commission General Block Exemption Regulation 800/2008/EC;
- 8.1.3 the Energy Saving Trust reasonably considers that there has been unsatisfactory progress towards completion of the Project, that the future of the Project is in jeopardy and/or that there has been a material, adverse change in respect of the nature, expenditure, timing or any other aspect of the Project and/or in any of the factors on which the decision to award the Grant was based (including the status of the Recipient);
- 8.1.4 any information that the Recipient provided to the Energy Saving Trust in connection with the Grant and/or the Project (whether in the Application Documents, in reports or Grant claims, in response to enquiries from the Energy



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Saving Trust or otherwise) is subsequently found to be materially untrue, inaccurate or incomplete;

- 8.1.5 the Recipient fails to comply in any material respect with the Grant Contract;
- 8.1.6 it is discovered by the Energy Saving Trust that the Recipient or any person employed by the Recipient has offered or given or agreed to give any person any improper gift or commission or consideration of any kind in relation to the Scheme or any other of the Energy Saving Trust's programmes;
- 8.1.7 the Recipient becomes insolvent or is wound-up or dissolved or the Energy Saving Trust reasonably considers that the Recipient is likely to become insolvent or to be wound-up or dissolved;
- 8.1.8 there has been an overpayment of Grant.

9. Insurance & Liability

- 9.1 The Recipient shall at all times maintain or procure the maintenance of such insurance in relation to the Facility and the Recipient's activities in connection with the Project, against such risk and losses (including, where appropriate, the risk of claims arising out of third party injury or damage and the risk of loss of or damage to the Facility itself), with such reputable insurers and generally on such terms as may be specified in the Grant Offer Letter or otherwise as would be reasonable, customary and prudent all the circumstances. In relation to any such insurance:-
 - 9.1.1 the Recipient shall on being requested to do so at any time provide the Energy Saving Trust with details of the relevant cover (including policy terms), together with evidence that it remains in full force and effect;
 - 9.1.2 the Recipient shall promptly apply the proceeds of any claim either in reinstatement or replacement of any relevant asset, discharge of any relevant third party liability or payment of any sums then owing by the Recipient (as the case may be).
- 9.2 If the Energy Saving Trust, Welsh Government or any of their respective officers, employees, agents or sub-contractors were to suffer or incur any losses, damages, costs or expenses, and/or to have any claims made against it or them, as a result of or in connection with the carrying out of the Preparatory Work or the carrying out by or on behalf of the Recipient (including by any of the Project Contractors) of any other activities in connection with the Project, then unless and to the extent caused by the negligence of the person seeking to be indemnified, the Recipient shall indemnify the Energy Saving Trust, the Welsh Government and/or (as applicable) the relevant officer, employee, agent or sub-contractor fully in respect of the relevant losses, damages, costs, expenses or claims.
- 9.3 The Recipient acknowledges and agrees as follows:-
 - 9.3.1 as part of the Scheme, it may have already received or in the future receive advice and assistance in relation to the Project from a "development officer" or other consultant appointed by the Energy Saving Trust for the purposes of the Scheme;
 - 9.3.2 all such advice and assistance is provided free of charge to the Recipient and consequently is to be treated as being provided on a no-liability basis;



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- 9.3.3 neither the Energy Saving Trust nor the Welsh Government shall have any liability to the Recipient for any loss, damage, costs, expenses or other liability suffered or incurred by the Recipient and arising out of or in connection with the provision of (or failure to provide) or reliance by the Recipient on any such advice or assistance.

10. **Publicity**

- 10.1 The Recipient shall comply with such requirements in respect of publicity in relation to the Project as the Energy Saving Trust may reasonably specify from time to time (having regard, amongst other matters, to any applicable requirements of the Welsh Government. Such requirements may include:-
- 10.1.1 an obligation on the Recipient not to issue any media statement or publish or undertake any other publicity material or activity without the prior written approval of the Energy Saving Trust (such approval not to be unreasonably withheld or delayed);
- 10.1.2 an obligation on the Recipient to provide the Energy Saving Trust with photographs (in a content, style and format specified by the Energy Saving Trust) in relation to the Project for use in publicity material.
- 10.2 Subject to clause 10.1 above, in any statement or other publicity material or activity in relation to the Project, the Recipient shall make clear that the Project has been supported by the Grant as part of the Scheme, but the Recipient shall not do or say anything that may lead a third party to believe that the Recipient is or was acting as an agent of the Energy Saving Trust or the Welsh Government.

11. **Miscellaneous**

- 11.1 The Recipient acknowledges and agrees that it has not been induced to enter into the Grant Contract in reliance upon, and shall have no remedy in respect of, any statement or other representation by the Energy Saving Trust other than as expressly set out in the Grant Contract.
- 11.2 The Energy Saving Trust shall be entitled at any time to vary any provisions of the Grant Contract on giving notice to the Recipient to that effect if the Energy Saving Trust reasonably considers that the variation in question is necessary to take account of any change in law or government policy. Subject to this, all variations to the Grant Contract shall only be valid if agreed in writing between the Energy Saving Trust and the Recipient.
- 11.3 The offer of Grant set out in the Grant Offer Letter is personal to the Recipient and accordingly the Recipient is not entitled to transfer any of its rights or obligations in respect of the Grant Contract without the prior written consent of Energy Saving Trust.
- 11.4 The Energy Saving Trust shall not lose any right that it has under the Grant Contract if it does not exercise that right or delays in exercising it. Exercising a right or part of one shall not prevent the Energy Saving Trust from exercising that right again or any other right.
- 11.5 The Welsh Government shall be entitled to enforce and rely upon provisions in the Grant Contract which purport to confer a benefit on it, but nothing else in the Grant Contract is intended to confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the previous sentence, the Energy Saving Trust shall be entitled (as between itself and the Recipient) to vary or exercise any of its rights under the Grant Contract without the consent of the Welsh Government.



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11.6 The Grant Contract shall be governed by the laws of England and Wales.

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