



Llywodraeth Cymru
Welsh Government

[redacted]

Flintshire County
Council Chapel
Street
Flint
CH6 5BD

Attention: **[redacted]**

26 February 2026

Dear Flintshire County Council

Award of Funding in relation to Riverside – shipping container and play equipment (Ref.068)

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to **£18,100** (*eighteen thousand and one hundred pounds*) (the '**Funding**') is awarded to you for the Purposes.
- (b) The Funding relates to the period 1 April 2025 to 31 March 2026 and must be claimed in full by 31 March 2026 (the '**Final Availability Date**') in accordance with the Conditions set out in this letter. Any unclaimed Funding will cease to be available to you after the Final Availability Date.
- (c) Failure to claim the Funding within the Availability Period will mean it ceases to be available to you.
- (d) This letter shall become effective on the latest date of signature evidencing acceptance by you on the acceptance page below. Please return a copy of this letter to us, together with copies of supporting documentation as requested in Condition 5(a).
- (e) Capitalised terms used in this letter have the meaning given to them in Condition 3 below.
- (f) If you have any queries or concerns in relation to this letter or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Cabinet Secretary for Social Justice, Trefnydd and Chief Whip, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 and section 56 of the Mobile Homes (Wales) Act 2013
- (b) You must ensure that the use of the Funding is compatible with the Subsidy Control Act 2022 and the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement and any free trade agreement involving the UK and the Northern Ireland Protocol. Please refer to Schedule 8 for further details.

3. Interpreting this letter

- (a) In this letter the following terms have the following meaning:

‘Account’	the bank account opened and maintained by you with a UK clearing bank, in your own name and in respect of which you have sole signing rights, or such other account as we may approve in writing for the purpose of the Conditions and at our absolute discretion from time to time;
‘Application’	your application dated 13 February 2026
‘Availability Period’	the period specified in Condition 1(b);
‘Business Day’	a day other than a Saturday, Sunday or a statutory public holiday in England and/or Wales;
‘Conditions’	the terms and conditions set out in this letter, including its Schedules;
‘Costs Incurred’	the cost to you of goods and/or services you have committed to obtain regardless of whether you have paid for them by the date of your claim;
‘Costs Incurred and Paid’	the invoiced cost of goods and/or services you have received and which have been paid for by you in cleared funds by the date of your claim;
‘Disposal’	the disposal, sale, lease or transfer of a Funded Asset, any part thereof or any interest in any Funded Asset including any contract for disposal;
‘Final Availability Date’	the date set out in Condition 1(b);
‘Funding’	has the meaning given to such term in Condition 1(a);

‘Funded Asset’	any building, new construction, land, extensions of and alterations to existing buildings or the purchase of any other fixed asset (i.e. machinery, plant, equipment and vehicles) with an expected working life of more than one year, but only where the acquisition or creation is funded (whether in whole or in part) by the Funding or where the stated purpose of the Funding is to fund all or part of the cost of repairing, refurbishing or otherwise enhancing the asset. For the purposes of this letter the Funded Asset is a shipping container;
‘Funded Asset Owning Period’	a period of [21 years] from the end of the Funding Period;
‘Funding Period’	has the meaning given to such term in Condition 1(b);
‘Match Funder(s)’	any individual or organisation (a) which is providing contingent funding to you on the condition of your award of Funding from us, or (b) where we are providing contingent funding to you on condition of their award of funding to you;
‘Match Funding’	any Funding which has been awarded conditionally by us on the basis that another organisation is providing you with other funding, whether or not contingent on the Funding;
‘Notification Event’	any of the events listed in Schedule 3;
‘Indicative Payment Profile’	the indicative payment profile set out in Schedule 4;
‘Personnel’	your directors, officers, employees, contractors, subcontractors and suppliers or any other person appointed or engaged by you in connection with the Purposes;
‘Project Manager’	the individual nominated by you (and notified to us in writing) from time to time to be responsible for the day to day management of the Funding and to act as the first point of contact for the Welsh Government Official: Name: [redacted] Job title: [redacted] Telephone: [redacted] Email: [redacted]

‘Purposes’	the purposes set out in Schedule 1;
‘Sanctions List’	any of the lists issued or maintained by the UK and the United Nations, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities, designating or identifying persons that are subject to sanctions, in each case as amended, supplemented or substituted from time to time, including the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List;
‘Schedule’	the relevant schedule attached to this letter;
‘Targets’	the targets set out in Schedule 2;
‘we’, ‘us’, ‘our’	the Welsh Ministers;
‘Welsh Government Official’	the individual nominated by us to act as the first point of contact for the Project Manager: Name: [redacted] Job title: [redacted] Telephone: [redacted] Email: [redacted] or such other Welsh Government official as we may notify to you from time to time; and
‘you’, ‘your’	Is to Flintshire County Council, Chapel Street, Flint, CH6 5BD

- (b) Any reference to legislation of any jurisdiction includes all amendments to, substitutions and re-enactments of that legislation as may be in force from time to time.
- (c) The words ‘including’ and ‘includes’ are deemed to have the words ‘without limitation’ immediately following them.

4. Use of the Funding

- (a) You must use the Funding solely for the Purposes set out in Schedule 1.
- (b) You must achieve the Targets and outcomes set out in Schedule 2.
- (c) Any change to the Indicative Payment Profile, 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 written requests at our absolute discretion.

- (d) You must not use any part of the Funding directly or indirectly for any kind of activity which in our sole opinion could bring us into disrepute, including: (1) party political purposes, (2) the promotion of secular, religious or political views, (3) gambling, (4) pornography or offering sexual services, or (5) any illegal or unlawful activity.
- (e) You must not use any part of the Funding: (1) to fund, in full or in part, the acquisition, creation or material enhancement of any assets including any building, new construction, land, extensions of and alterations to existing buildings or the purchase of any other fixed asset (i.e. machinery, plant, equipment and vehicles) with an expected working life of more than one year (other than Funded Assets explicitly specified in the Purposes), (2) for legal fees payable by you in relation to your Application or this letter, or (3) for Costs Incurred or Costs Incurred and Paid by you prior to the Availability Period .

5) Funding pre-conditions

- (a) We will not pay any Funding to you until you have provided us with all the following information and documentation:
 - i) this letter signed by you; and
 - ii) any other information, document, opinion or assurance we have requested from you which we consider necessary or desirable in connection with this award of Funding or the Purposes or in connection with the entry into and performance of this award of Funding or its validity and enforceability.
- (b) Where you are required to provide any information and/or documentation to us as evidence that you have satisfied a particular pre-condition, Condition or otherwise in support of a claim, the information and/or documentation must be in form and substance acceptable to us. We reserve the right to reject any information/documentation which is for any reason not acceptable to us, and/or request any further or additional information and/or documentation in support of the request for Funding.

6. How to claim the Funding

- (a) You may claim the Funding in 1 instalment in arrears based on Costs Incurred by you in the delivery of the Purposes as detailed in the Indicative Payment Profile
- (b) You must claim the Funding in accordance with the dates set out in the Indicative Payment Profile. You must claim the Funding promptly and within the Availability Period. We reserve the right to withdraw any part of the Funding that you do not claim within the Availability Period.

- (c) You must submit your claims for payment of Funding to the Welsh Government Official using our claim form (which is available from the Welsh Government Official) and attach:
 - i) evidence in form and substance satisfactory to us that you have appropriate systems in place to ensure that ongoing due diligence is undertaken in respect of any part of the Funding being utilised by you to provide a grant and/or to procure any goods or services from a third party.
- (d) You must promptly provide us with any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with your claim for the Funding. Any failure by you to provide such information, document, opinion or assurance may lead to a claim being rejected and/or all or any part of the Funding being withdrawn.
- (e) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:
 - i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
 - ii) no Notification Event is continuing or might result from the proposed Funding.
- (f) Any payments of the Funding will be made only to the Account and will not be paid to any other bank account.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;

- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems when utilising any part of the Funding for the Purposes;
- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party;
- (g) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (h) inform us immediately if 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; and
- (i) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including your insurance provider (cancellation/business disruption insurance), any fund/scheme offered by the Welsh Ministers or UK Government and/or any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

8. Declarations

- (a) You declare that:
 - i) you have the power to enter into and to perform the obligations set out in this letter and the Conditions and you have taken all necessary action to authorise your entry into and performance of the obligations under the Conditions;
 - ii) no limit on your powers (including borrowing powers) will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;
 - iii) the entry into and performance by you of any of the transactions contemplated by this letter do not, and will not, contravene or conflict with:
 - I. your constitutional documents;
 - II. any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - III. any law or regulation or judicial or official order, applicable to you or the activities carried out by you;

- iv) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
- v) no litigation or arbitration or administrative proceeding is current, threatened or pending which has or could have an adverse effect on your ability to continue to operate, or perform or comply with any of the Conditions;
- vi) 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;
- vii) you are not, and have never been, listed on any Sanctions List, and that any of your Personnel or persons associated with you are not listed on any Sanctions List or have engaged in conduct that would result in your designation on any Sanctions List;
- viii) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):
 - I. if it was factual information, complete, true and accurate in all material respects;
 - II. if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
 - III. if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - IV. not misleading in any material respect, nor rendered misleading by a failure to disclose other information,except to the extent that it has been amended, superseded or updated by more recent information supplied by you to us;
- ix) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- x) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived and whether in relation to you or any of your Personnel;

- xi) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes from any other source;
- (b) You will be deemed to repeat the declarations in this Condition 8 on each date on which you:
 - i) submit a claim for payment of Funding pursuant to the Conditions; and
 - ii) may have any liability to us under or in relation to the Conditions or the award of Funding,

in each case by reference to the facts and circumstances existing on each such date.

9. Notification Events and their consequences

- (a) Without prejudice to the provisions of Condition 9, if you become aware of any events or circumstances which arise during the Funding Period and/or the delivery of the Purposes and which you are unsure constitute or have the potential to become a Notification Event, we would encourage you to contact the Welsh Government Official promptly to discuss these events or circumstances.
- (b) 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 may occur.
- (c) On and at any time after the occurrence of a Notification Event, we may, by notice to you:
 - (i) confirm that a Notification Event has occurred and reserve all our rights in relation to the Funding and the Conditions from time to time; and/or
 - (ii) state whether we consider, at our absolute discretion, the Notification Event is capable of remedy; and/or
 - (iii) state whether we consider, at our absolute discretion, the Notification Event is capable of remedy and seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address, remedy or mitigate the Notification Event and/or the events or circumstances giving rise to it; and/or
 - (iv) take any such action which we consider necessary or desirable from time to time in relation to that Notification Event or the events or circumstances giving rise to it.
- (d) Notwithstanding the provisions of Condition 9(c), on and after the occurrence of a Notification Event, we may take any of the actions listed in Condition 9(e) if:

- i) despite our efforts we have been unable to discuss the Notification Event with you; or
 - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or
 - iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or
 - iv) a course of action to address and/or remedy the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including the timescale for such course of action) to our satisfaction; or
 - v) the course of action fails to remedy the Notification Event to our satisfaction.
- (e) If any of the circumstances set out in Condition 9(d) occurs we may, at our absolute discretion, by notice to you:
- i) withdraw the award of Funding; and/or
 - ii) declare that the aggregate amount of Funding paid to you is immediately due and payable, whereupon it shall become immediately due and payable; and/or
 - iii) require you to immediately repay all or part of the Funding; and/or
 - iv) suspend or cease all further payment of Funding; and/or
 - v) make all further payments of Funding subject to such additional Conditions as we may specify; and/or
 - vi) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - vii) exercise any other rights against you which we may have in respect of the Funding or arising under this letter.
- (f) Repayment of any Funding must be made within twenty Business Days of the date of our demand.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may require from time to time in order for us to monitor your compliance with the Conditions including:
 - i) evaluation report
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time require; including:
 - i) regular monitoring meetings including site visits from time to time
- (c) ensure that the Project Manager together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
 - ii) without charge, permit any officer or officers of the Welsh Government, Audit Wales or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Ministers, Audit Wales or any UK subsidy enforcement body or any officer, servant or agent of any of the above;
 - iii) retain this letter and all original documents relating to the Funding for ten years from the date of the last payment of the Funding; and
- (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 Ministers. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require, and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of:
 - (i) any liability incurred by you to any third party (including your employees and contractors); or
 - (ii) in the case of Match Funding, any information or data, whether or not it is true, accurate or complete, provided to us by a Match Funder which we act or rely upon.
- (b) By signing this letter, you agree to indemnify us on demand against all liabilities, claims, proceedings, demands, awards, judgments, settlements, actions, damages, 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 from time to time.

13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within 10 Business 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. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "**FOIA**"), the Environmental Information Regulations 2004 (the "**EIR**"), the Data Protection Act 2018 and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679).
- (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 such information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any information or data which we have obtained from you or in connection with the Funding with fraud prevention agencies and third parties (including any Match Funder) for the purposes of preventing and detecting fraud and ensuring compliance with the Conditions. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here [Privacy notice: Welsh Government grants](#).
- (d) This Condition sets out the arrangements for the sharing of limited personal data between you and us (each a 'party' for the purposes of this Condition, each acting on its own behalf as, and complying with all the

obligations imposed on, a controller, as defined in applicable data protection legislation. The purpose of such disclosure is the administration and ongoing management of the Funding and the arrangements under this letter, and the personal data to be shared is the name, email address and telephone number of individuals involved in the above purpose, including the Welsh Government Official and the Project Manager. The only permitted recipients of the shared personal data set out in this Condition shall be the other party and its employees, and any Match Funder, if applicable. Neither party shall transfer the shared personal data outside the UK. The shared personal data shall be processed for the duration of the Funding, and subject to the obligations of the Welsh Ministers with regards to the preservation of such data, any shared personal data will be destroyed after the Purposes have been completed. For the purposes of applicable data protection legislation, the Welsh Government Official and the Project Manager shall be the first point of contact for the other party in relation to any data protection issues. To the extent that at any point we assess that you will be processing personal data beyond that set out in this Condition, we will provide you with a completed version of Schedule 7, which provides details of your obligations as a processor in respect of data protection.

15. Buying goods and services

- (a) If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate you have: (i) achieved best value in the use of public funds, and (ii) complied with your conflicts of interest policy at the relevant time.
- (b) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:
 - i) compliance with any procurement regulations, legislation or guidance in place from time to time to which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - ii) compliance with your procurement policy in place at the relevant time; or
 - iii) obtaining a minimum of three written quotations for the relevant goods and/or services.
- (c) You must supply such evidence to us promptly following our written request for such evidence.

16. Funded Assets

- (a) You must:

- i) ensure that all Funded Assets are maintained in good condition during the Funded Asset Owning Period;
 - ii) not create any charge, legal mortgage, debenture or lien over any Funded Asset without our prior written consent; and
 - iii) not move or relocate any Funded Asset from your usual place of business in Wales without our prior written consent.
- (b) You must not dispose of any Funded Assets without our prior written consent. If we grant consent to a Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by us.
- (c) If you dispose of any Funded Asset without our prior written consent, you shall hold all proceeds of that disposal in trust for, and pay or transfer them to, us for application towards the discharge of any monies which are or may become due and payable under the Conditions or as we may otherwise decide at our absolute discretion.

17. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a PDF copy of a letter attached to an email) and must prominently display the following on the notice (in the case of a letter) or as the subject line (in the case of an email):

“Notice in relation to Riverside – shipping container and play equipment (Ref.068)”.

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows:

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:

Prepaid first class post:	on the second Business Day after the date of posting.
By hand:	upon delivery to the address or the next Business Day if after 4pm or on a day which is not a Business Day.
By email attachment:	upon transmission or if transmitted after 4pm on a Business Day, or on a day which is not a Business Day, the next Business Day.

18. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

You must consider and meet the needs of different equalities groups in utilising the funding in order to reduce inequalities and support the Welsh Government's National Equality Objectives and underlying equality action plans.

19. Welsh language

- a) The Welsh Ministers are committed to supporting the Welsh language and culture and 'Cymraeg 2050: A million Welsh speakers' Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.
- b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. They must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will require the following:
 - i) ensure that any written material produced, including digital material, is bilingual;
 - ii) ensure that any signage is bilingual;
 - iii) ensure that any training or public events are held bilingually; and
 - iv) actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within the Purposes.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service "Helo Blod" on 03000 258888 or e-mail heloblod@gov.wales with your query.

20. Sustainable development

Your use of the Funding must contribute to the achievement of the well-being objectives contained in the Welsh Government Programme for Government. You must work in a sustainable way (act in accordance with the sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

21. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant considerations and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

22. General

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in form and substance satisfactory to us from time to time.
- (d) You may not assign, sub-contract or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 22(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) Any disputes or claims (including any non-contractual disputes or claims) arising out of or in connection with this letter, its formation or its subject matter or the Funding shall be governed by and construed in accordance with the laws of Wales and England as applied in Wales, and the parties agree to submit to the exclusive jurisdiction of the Courts of Wales and England to hear any such disputes or claims in respect of the same.

23. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter and any other documents or confirmations we have requested from you.
- (b) We must receive your signed letter within 10 Business Days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

[redacted]

Signed by:

Print name: **[redacted]**

Job title: **[redacted]**

Department: Culture and Social Justice

under authority of the Cabinet Secretary for Social Justice, Trefnydd and Chief Whip, one of the Welsh Ministers

SCHEDULE 1

The Purposes

The Purpose of the Funding is to enable Flintshire County Council to purchase a shipping container and play equipment on the Riverside Site

Cost	Value (£)
Purchasing a shipping container and installation of internal storage and shelving	£4,350
Purchasing play equipment	£12,400
Purchasing of outdoor seating	£1,350
TOTAL	£18,100

You must consider and meet the needs of different equalities groups in utilising the funding in order to reduce inequalities and support the Welsh Government's National Equality Objectives and underlying equality action plans.

SCHEDULE 2

The Targets

Description of the Target	Target deadline	Evidence required
Purchasing a shipping container and installation of internal storage and shelving	31 st March 2026	Evaluation Report
Purchasing play equipment	31 st March 2026	Evaluation Report
Purchasing of outdoor seating	31 st March 2026	Evaluation Report

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes and/or meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. in the case of Match Funding: (a) a Match Funder does not contact us to confirm the arrangements relating to its funding (where appropriate); (b) a Match Funder confirms to us that a part or the whole of their funding has been withdrawn or delayed for any reason or that you are in breach of your agreement with that Match Funder; or (c) you receive notice from a Match Funder that you are in breach of any agreement between you and the Match Funder;
8. we have reason to believe that you and/or any of your Personnel are or have been involved in fraudulent activity or acquisitive crime whether or not it relates to or is in any way connected to the Funding;
9. we have made an overpayment of Funding to you;
10. you receive duplicate funding in relation to any element of the Purposes from any other source, including any UK Government or Welsh Ministers fund or scheme;
11. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
12. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
13. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other

agreement or instrument which is binding on you or to which any of your assets is subject;

14. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
15. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
16. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
17. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
18. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
 - (b) a composition, compromise, assignment or arrangement with any of your creditors; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.
19. a statutory demand is issued against you;
20. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
21. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
22. you fail to comply with any statutory or regulatory reporting obligations which are applicable to you (including filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
23. an investigation by a statutory, regulatory or governing body commences in relation to you, your business or any member of your senior management (including investigations by Companies House, the Charity Commission, the Financial Conduct Authority or the police);

24. there is any change, including disqualification, termination without notice or payment in lieu of notice or as a result of that person's poor performance or conduct, or resignation with immediate effect in your senior management or those who control you (including your directors, trustees or partners, as applicable) which may affect your ability to deliver the Purposes;
25. there is any change, whether permanent or temporary in your Personnel which may affect your ability to deliver the Purposes;
26. the Disposal of a Funded Asset or Funded Assets without our prior written consent;
27. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute; or
28. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under the Conditions.

SCHEDULE 4
Indicative Payment Profile
(refer to Conditions 5(a), 6(a) and (b))

Instalment number	Maximum amount of instalment	Earliest date for claim	Last date for claim	Documents which must accompany claim form
1	£18,100	1 st March 2026	31 st March 2026	Evaluation Report

TWO SIGNATORIES ARE REQUIRED

By signing below we declare we are duly authorised to accept the award of Funding **Riverside – shipping container, play equipment and outdoor seating (Ref.068)** and the Conditions relating to the Funding.

[redacted] Signature

duly authorised for and on behalf of **Flintshire County Council**

Name: **[redacted]**

Position: **[redacted]**

Date: 26/02/2026

[redacted] Signature

duly authorised for and on behalf of **Flintshire County Council**

Name: **[redacted]**

Position: **[redacted]**

Date: 26/02/2026