Llywodraeth Cymru
Welsh Government

[redacted]
Community Energy Wales (CEW)
[redacted]

CN 08069668
YNNI TEG, Registered Society, C/o Community Energy Wales
RS007637

29 April 2025

Dear [redacted]

Award of Funding for Community Energy Wales (CEW) and Ynni Teg (YT) 2025/26

1. Award of Funding

(a) We are pleased to inform you that your application has been successful and funding of up to **£430,000** (*four hundred and thirty thousand pounds*) (the "**Funding**") is awarded to you for the Purposes (as defined in Condition 4(a)).

(b) The Funding relates to the period 1 April 2025 to 31 March 2026 and must be claimed in full by 31 March 2026 otherwise any unclaimed part of the Funding will cease to be available to you.

(c) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.

(d) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. **Statutory authority and Subsidy Control**

(a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Economy Energy and Planning, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006.

(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.

3. Interpreting the Conditions

Any reference in the Conditions to:

'**Account**' is to 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 for the purpose of the Conditions and at our discretion from time to time;

'**Application'** is to your delivery plan submitted 5 February 2025;

'**Assurance Statement**' is to the Assurance Statement: counter fraud and governance contained in Schedule 5.

'**Business Day'** is to a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

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

'Costs Incurred' is to the cost of goods and/or service

you have received regardless of whether you have paid for them by the date of your claim;

'**Costs Incurred and Paid'** is to 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;

'**Notification Event**' is to any of the events listed in Schedule 3;

'**Personnel**' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'**Project Manager**' is to your project manager who is responsible for the day to day management of this award of Funding:

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Welsh Government

[redacted]
Community Energy Wales (CEW)
[redacted]

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

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

'**Welsh Government Official**' is to

[redacted]
Welsh Government
Cathays Park,
Cardiff
CF10 3NQ

Email: [redacted]

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

'**you**', '**your**' is Community Energy Wales, company registration number 08069668. YNNI TEG, Registered Society, C/o Community Energy Wales RS007637

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

(a) You must use the Funding solely for the purposes set out in Schedule 1 (the "**Purposes**")

(b) You must achieve the targets and outcomes set out in Schedule 2 (the "**Targets**").

(c) Any change to the Indicative 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 reasonable written requests.

(d) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.

(e) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b).

5. Funding pre-conditions

(a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:

i) this letter signed by you;
ii) the completed Assurance Statement
iii) any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) 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 and 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 arrears

(b) You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.

(c) You must submit your claims for payment of Funding to the Welsh Government Official.

(d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim:
   i) confirmation that you are operating in all respects in accordance with your constitution; and
   ii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;

(e) 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;

(f) You must 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.

(g) 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 be to 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.

(h) Any payments of the Funding will be made 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 any purpose;

(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 of the declarations 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;

(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 but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

Llywodraeth Cymru
Welsh Government

8. Declarations

You declare that:

(a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;

(b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;

(c) 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;

(d) 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;

(e) no litigation or arbitration or administrative proceeding is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;

(f) 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;

(g) 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 was amended, superseded or updated by more recent information supplied by you to us.

(h) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;

(i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;

(j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any funders.

(k) You will be deemed to repeat the declarations in this Condition 8 on:

i) each date on which you submit a claim for payment of Funding pursuant to the Conditions; and
ii) each date on which you may have any liability to us under or in relation to the Conditions or the award of Funding,

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

(l) the information contained in the Assurance Statement is complete, true and accurate

9. Notification Events and their consequences

(a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

(b) We will either:

i) notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
ii) if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.

(c) We will be entitled to take any of the actions listed in Condition 9(d) 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 without limitation 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.

(d) If any of the circumstances set out in Condition 9(c) occurs we may, at our absolute discretion, by notice to you:

i) withdraw the award of Funding; and/or
ii) require you to repay all or part of the Funding; and/or
iii) suspend or cease all further payment of Funding; and/or
iv) make all further payments of Funding subject to such conditions as we may specify; and/or

v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or

vi) exercise any other rights against you which we may have in respect of the Funding.

(e) All repayments of Funding must be made to us within 20 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 reasonably require from time to time in order for us to monitor your compliance with the Conditions

(b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;

(c) ensure that the Project Manager (or such other person as we may agree) 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 Government, 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;

(b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. 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 any liability incurred by you to any third party (including, without limit, your employees and contractors).

(b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party 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 14 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 (the "DPA") and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK GDPR").

(b) You acknowledge that we are responsible for determining in our absolute discretion whether:

i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or

ii) any information is exempt from disclosure under the FOIA or the EIR.

(c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. 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) Please refer to Schedule 6 which provides details of your obligations in respect of the UK GDPR

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 that you have (i) achieved best value in the use of public funds, and (ii) complied with your conflict 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.

You must supply such evidence to us promptly following our written request for such evidence.

16. 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 heading:

"Notice in relation to Community Energy Wales and Ynni Teg funding 2025-2026"

(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 weekend or public holiday.
By email attachment:	upon transmission or the next Business Day if after 4pm or on a weekend or public holiday.



17. 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.

18. Welsh language

a) The Welsh Government is committed to supporting the Welsh language and culture and The 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 2011and the aims of Cymraeg 2050. In practice, this will include 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.
   iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.

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.

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government. You must work in a

sustainable way (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.

20. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, 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.

21. 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 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 the same manner as this letter (or as otherwise agreed by us in writing from time to time).

(d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.

(e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.

(f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of 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) The Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this 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 the completed Assurance Statement

(b) We must receive your signed letter within 21 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

[redacted]

[redacted]

Welsh Government

(under authority of the Cabinet Secretary for Economy, Energy and Planning, one of the Welsh Ministers).

Llywodraeth Cymru
Welsh Government

SCHEDULE 1
The Purposes

The purpose of the funding is to expand the activity of Community Energy Wales and Ynni Teg to support and represent community energy projects in Wales.

CEW & YT will use the funding provided to build the capacity and profile of the community energy sector, involve more areas in renewable development, and promote active energy citizenship.

[redacted]

Llywodraeth Cymru
Welsh Government

SCHEDULE 2
The Targets

Description of the Target	Date by when it should be achieved?	Evidence required
Produce a Welsh State of the Sector Report (SOTS)	On-going	Written evidence is the Wales SOTS report and a launch event, wider social media including topic-specific data publications in conjunction with UK SOTS
Continued stakeholder engagement to identify, analyse, plan and implement actions to influence relevant stakeholders and address the needs of community energy groups	On-going	CEW networking activities, working groups, RhanNi membership and CEW membership numbers, pipeline reporting, Fforwm Datblygu, conference, coordinating the all agencies group meetings.
Contribute towards the local ownership of energy generation in Wales - target of 1 gigawatt (GW) of renewable energy capacity in Wales to be locally owned by 2030	On-going	Project pipeline to be provided and summary of group engagement activity.
Build governance strength across CEW and YT	31/03/2026	Appoint a governance administrator to strengthen and support the Executive Director. Evidence of CEW and YT building cooperation between the two boards, formalising joint working on projects and workstreams in a brief MoU
Increase capacity for sectoral asset development including shared ownership	31/03/2026	Appointment of a lead commercial and asset development officer who will take ownership of the SO pipeline.
Increase capacity for community engagement and activation at the grass roots	31/03/2026	Appointment of a dedicated officer to lead on delivering community forums, also delivery of community forum activities, outcomes from this will show in pipeline

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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, including 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. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is any way connected to the Funding;

8. we have made an overpayment of Funding to you;

9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme;

10. 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;

11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;

12. 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;

13. 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;

14. 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;

15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);

16. 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).

17. 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.

18. a statutory demand is issued against you;

19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;

20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;

21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);



22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;

23. 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;

24. 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.

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Welsh Government

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

Instalment number	Maximum amount of instalment	Earliest date for claim	Last date for claim	Documents which must accompany claim pro-forma
1	£107,500	22 May 2025	30 June 2025	Financial report Pipeline document
2	£107,500	18 August 2025	30 September 2025	Financial report Pipeline document
3	£107,500	17 November 2025	31 December 2025	Financial report Pipeline document
4	£107,500	16 February 2026	31 March 2026	Financial report Pipeline document

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Welsh Government

SCHEDULE 5

Assurance Statement: Counter fraud and Governance

The Welsh Government has a duty to protect public funds, ensuring they are handled with probity and in the public interest. It is important that people in Wales are able to have confidence in the Welsh Government and the organisations it funds. Welsh Government officials require assurance that reasonable and adequate governance and counter fraud procedures exist in the organisations funded by the Welsh Government.

Are you in receipt of any other funding from any other organisation to support the Purposes? If so please provide details including amounts of other funding, posts funded and source of funding. This includes applications that are pending.	Yes No Further details can be provided in the table below
Please name the personnel within your organisation who has/have specific responsibility for financial management in respect of the Purposes.	Name: [redacted] Position: [redacted]
Who is responsible for the supervision of the personnel named above?	Name [redacted] Position [redacted]

You declare that your employees, officials, directors, trustees and board members:

- where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities;
- have sufficient knowledge about governance issues to carry out their roles in a manner which is fully compliant with the relevant legislation;
- properly scrutinise and oversee the work of those with primary responsibility for your financial management.

Please provide details of **any other** funding, both capital and revenue, (including other Welsh Government funding streams) from any organisation to support the Purposes as detailed in Schedule 1. You must include details of capital items, posts funded, amounts of other funding and source of funding. This includes applications that are pending.

Type of Funding and Purpose	Amount of funding received (including pending applications)	% of post cost/capital item	Source of funding

Llywodraeth Cymru
Welsh Government

	£		
[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]	[redacted]



Schedule 7

Subsidy Control

Funding is awarded in accordance with the Subsidy Control Act 2022 pursuant to scheme ref no SC11303 . Full details of the Scheme can be found at: https://searchforuksubsidies.beis.gov.uk/scheme/?scheme=SC11303

Llywodraeth Cymru
Welsh Government

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding for **Community Energy Wales 2025-2026** and the Conditions relating to the Funding.

[redacted] Signature
An authorised signatory of **Community Energy Wales**

[redacted] Name

[redacted] Job Title

[redacted] Signature
An authorised signatory of **Community Energy Wales**

[redacted] Name

[redacted] Job Title

06.05.25
Effective date: .....