



Llywodraeth Cymru  
Welsh Government

Cardiff County Council  
Room 348  
County Hall  
Cardiff  
CF10 4UW

Attention: *[information redacted]*

19 March 2024

Dear Cardiff Council

## **Award of Compensation in relation to the Transitional Accommodation Capital Programme (TACP)**

**St Isan – A23-721**

### **1. Award of Compensation**

- (a) We are pleased to inform you that your Application has been successful and compensation of up to £884,000 (*eight hundred and eighty four thousand pounds*) (the “**Compensation**”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Compensation relates to the period 1 April 2023 to 31 March 2024 and must be claimed in full by 28 March 2024 otherwise any unclaimed part of the Compensation 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 Compensation or the Conditions please contact the Welsh Government Official who will be happy to assist you.

*Rydym yn croesawu derbyn gohebiaeth yn Gymraeg. Byddwn yn ateb gohebiaeth a dderbynnir yn Gymraeg yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi.*

*We welcome receiving correspondence in Welsh. Any correspondence received in Welsh will be answered in Welsh and corresponding in Welsh will not lead to a delay in responding.*



Parc Cathays •  
Cathays Park  
Caerdydd •  
Cardiff  
CF10 3NQ

transitionalcapitalprogramme@gov.wales  
Gwefan • website: [www.llyw.cymru](http://www.llyw.cymru)  
[www.gov.wales](http://www.gov.wales)

## 2. Statutory authority and Subsidy Control

- (a) This award of Compensation is made on and subject to the Conditions and under the authority of the Minister for Climate Change, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 and section 60 of the Government of Wales Act 2006, Part II of the Housing (Wales) Act 2014 and Part VI of the Housing Act 1996.
- (b) This Compensation is being provided to you under the Service of Public Economic Interest exemption. Please refer to Schedule 8 for further details.
- (c) You must ensure that the use of the Compensation 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 Capital Funding Application Form 2023-24 and/or your EOI and Void Application Form 2023-24 (but excluding any expressions of interest contained therein);

**'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;

**'Capital Funding Application Form 2023-24'** is to the capital funding application form submitted by you in respect of the TACP for the period 2023 to 2024;

**'Certificate of Title'** is the certificate of title provided by your appointed solicitor and in the form set out in Schedule 9;

**'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 services 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;

**'EOI and Void Application Form 2023-24'** is to the void application form submitted by you in respect of the TACP for the period 2023 to 2024;

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

**'Indicative Payment Profile'** is to the indicative payment profile set out in Schedule 4;

**'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 Compensation:

Cardiff County Council  
Room 348  
County Hall  
Cardiff  
CF10 4UW

Tel: *[information redacted]*

Email: *[information redacted]*

**'Restriction'** is to a restriction in the following form: "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Welsh Ministers of Legal Services, Crown Building, Cathays Park, Cardiff, CF10 3NQ or their conveyancer";

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

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

**'Welsh Government Official'** is to

*[information redacted]*  
Climate Change and Rural Affairs Group  
Welsh Government  
Cathays Park 2  
CF10 ENQ

Tel: *[information redacted]*

Email: *[information redacted]*

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

**'you', 'your'** is to Cardiff Council Cardiff Council, Room 348, County Hall, Cardiff, CF10 4UW

**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 Compensation**

- (a) You must use the Compensation 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 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 reasonable written requests.
- (d) You must not use any part of the Compensation 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 Compensation 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. Compensation pre-conditions**

- (a) We will not pay any of the Compensation to you until you have provided us with the following information and documentation:
  - i) this letter signed by you;
  - ii) for voids (as more particular described in the guidance in the EOI and Void Application Form 2023-24), a completed and certified voids checklist (2023-24), a signed and completed void grant claim and confirmation that a Restriction will be registered in favour of the Welsh Ministers against those properties which have received any part of the Compensation that is over £50,000;

- iii) for land or property acquisitions, a completed and signed Capital Funding Application Form 2023-24, a completed and signed grant claim with a Certificate of Title and confirmation that a Restriction will be registered in favour of the Welsh Ministers.
  - iv) for construction stage applications, a completed Capital Funding Application Form 2023-24 and plans where required. For construction stage grant claims, a completed grant claim form together with payment notices showing the value of works completed to date. For construction stage applications i.e. where land or property acquisition is not grant funded, confirmation that a Restriction will be registered in favour of the Welsh Ministers.
  - v) 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 Compensation or the Purposes or in connection with the entry into and performance of this award of Compensation 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 Compensation.

## **6. How to claim the Compensation**

- (a) You may claim the Compensation in arrears as detailed in the Indicative Payment Profile.
- (b) You must claim the Compensation in accordance with the dates set out in the Indicative Payment Profile. You must claim the Compensation promptly. We reserve the right to withdraw any part of the Compensation that you do not claim promptly.
- (c) You must submit your claims for payment of Compensation to the Welsh Government Official.
- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the information and documentation specified in the Indicative Payment Profile together with:
  - 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 Compensation to provide a grant to or procure any goods or services from third parties;
- (e) You must provide us with 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 Compensation being utilised by you to provide a grant and/or to procure any goods or services from a third party.
- (g) 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 Compensation.
- (h) 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 Compensation pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Compensation 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 Compensation has been paid to you; and
  - ii) no Notification Event is continuing or might result from the proposed Compensation.
- (i) Any payments of the Compensation will be made to the Account and will not be paid to any other bank account.
- (j) Where you are required to provide confirmation that a restriction will be created in favour of the Welsh Ministers, in each case, the legal restriction must be completed 6 months after the financial year in which the funding was given to a project.

## **7. Your general obligations to us**

You must:

- (a) safeguard the Compensation 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 Compensation. 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 Compensation 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 Compensation for any purpose;
- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Compensation 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 Compensation 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 or compensation received by you from any source which is procured or utilised in conjunction with the Compensation 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 or compensation in respect of the Purposes;
- (j) where you are required to provide confirmation that a Restriction will be registered in favour of the Welsh Ministers (refer to Conditions 5(a)(iii) - (v)), in each case, you must apply for registration of the Restriction within 2 (two) months of the date of this letter. A copy of the register of title, following registration, must be provided to us.

## **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 Compensation, 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 Compensation 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 or compensation to you;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Compensation 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 Compensation whether actual, potential or perceived;
- (j) acceptance of this award of Compensation will not result in duplicate funding or compensation 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 Compensation 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 Compensation,and in each case by reference to the facts and circumstances existing on each such date.

## **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 Compensation; and/or
  - ii) require you to repay all or part of the Compensation; and/or
  - iii) suspend or cease all further payment of Compensation; and/or
  - iv) make all further payments of Compensation subject to such conditions as we may specify; and/or
  - v) deduct all amounts owed to us under the Conditions from any other Compensation 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 Compensation.
- (e) All repayments of Compensation 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 including:
  - i) regular progress reports in a format provided by us; and
  - ii) monitoring reports in a format provided by us during and post completion of your scheme(s);
- (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; and

- (d) provide us with such documents, information, and reports which we may reasonably require from time to time to enable us to review the use of the subsidy (as more particularly set out in Schedule 8) and to ensure that the conditions in section 29(2) of the Subsidy Control Act 2022 continue to be met.

## **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 Compensation. 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 Compensation for ten years from the date of the last payment of the Compensation;
  - iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 5.
- (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 15 Business Days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Compensation we may include details about your organisation and business, the Compensation 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 Compensation 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](#)

## **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 the [TACP scheme, St Isan – A23-721]”.***

- (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 2011 and 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](mailto:heloblod@gov.wales) with your query.

## **19. Sustainable development**

Your use of the Compensation 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 Compensation will so continue in full force and effect.
- (f) The award of the Compensation is to you alone and no one else is entitled to make any claim in respect of the Compensation 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 Compensation**

- (a) To accept this award of Compensation you must sign and return a copy of this letter to the Welsh Government Official. None of the Compensation will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 5 Business Days of the date of this letter, or this award of Compensation will automatically be withdrawn.

Yours faithfully

*[information redacted]*

Signed by: *[information redacted]*

Print name: *[information redacted]*

Job title: Head of Transitional Accommodation Capital Programme

Department: Climate Change and Rural Affairs Group  
under authority of the Minister for Climate Change, one of the Welsh  
Ministers



## **SCHEDULE 1**

### **The Purposes**

The Purpose of the Compensation is to support you in providing good quality, longer-term accommodation for everyone in housing need, including those being resettled from Syria, Afghanistan and Ukraine, through the Transitional Accommodation Capital Programme (**TACP**).

#### **1. Scope**

Compensation is available to support you with the following schemes:

<b>Category 9:</b> Temporary supported accommodation to deliver better quality temporary accommodation and help reduce housing pressures		
<b>Scheme Name</b>	<b>Compensation Allocation (£)</b>	<b>Number of Units</b>
St Isan	£884,000	38 bedspaces

#### **2. TACP Standards**

You must ensure that all properties receiving Compensation under TACP must meet the standards contained in the Transitional Accommodation Capital Programme Standards document, published in July 2023, or otherwise agreed by Welsh Government and adhere to the Existing Dwelling and Off the Shelf Guidance for Registered Social Landlords and Local Authorities, published in September 2023 (ED & OTS Guidance). Social landlords are responsible for adhering to any subsequent revisions made to either or both of these documents.

#### **3. TACP Allocations**

You must apply the following allocation principles:

- i) Priority should be given to applicants currently residing in temporary accommodation, including within resettlement schemes, for whom the property is both suitable and meets their housing need.
- ii) Where the property cannot be allocated to applicants in temporary accommodation, second priority should be given to applicants who are homeless at home and would otherwise need to occupy temporary accommodation. Again, the property must be suitable and meet their housing need.
- iii) Where the property cannot be allocated to applicants who are homeless at home, third priority should be given to those who are under a S66 duty

who would otherwise need to occupy temporary accommodation, and for whom the property is suitable and meets their housing need.

#### 4. **Allowable exceptions to TACP allocations.**

For existing dwellings and off the shelf properties, allowable exceptions are included within the ED and OTS Guidance. For all other types of schemes, you must contact the TACP team to agree how the property will be allocated.

#### 5. **Categories:**

Please note that this is an exhaustive list of all schemes available under TACP, but please refer to paragraph 1 of this Schedule 1 in respect of the category applicable to the Compensation awarded to you under this letter.

Category no. for the purpose of this letter	Category used in Principles Assessment (for subsidy control purposes)	Category within TACP Minimum Standards
Category 1	Bring <u>voids</u> (empty properties owned by LAs and RSLs) back into use	<ul style="list-style-type: none"> <li>• Voids (bringing longer term voids back into use)</li> </ul>
Category 2	<u>Acquisition of existing dwellings</u> (homes) to bring them into the social housing sector including the purchase of tenanted properties where this will prevent homelessness	<ul style="list-style-type: none"> <li>• Property acquisitions (off the market including long term empty properties).</li> <li>• Property acquisitions from Private Rented Sector (including the purchase of tenanted properties).</li> </ul>
Category 3	<u>Acquisition of new build properties</u> (for example straight from a developer) to bring more homes into the social housing sector.	<ul style="list-style-type: none"> <li>• Property acquisitions from Private Developers i.e. Off the shelf acquisitions).</li> </ul>
Category 4	<u>Acquisition of larger houses (4bed+)</u> (existing dwelling or new builds) and <u>bringing larger voids (4bed+)</u> back into use specifically to meet the needs of large households currently in temporary accommodation including families being supported through resettlement schemes.	<ul style="list-style-type: none"> <li>• Property acquisitions (off the market including long term empty properties).</li> <li>• Property acquisitions from Private Rented Sector (including the purchase of tenanted properties).</li> <li>• Property acquisitions from Private Developers i.e. Off the shelf acquisitions).</li> <li>• Voids (bringing longer term voids back into use)</li> </ul>
Category 5	<u>Acquisition and/or development of other properties</u> (e.g. offices, hotels, care homes, student accommodation) to provide more longer-term accommodation.	<ul style="list-style-type: none"> <li>• Converting existing (non-residential) buildings owned by Social Landlords.</li> <li>• Buying buildings to convert into housing.</li> <li>• Buying former student, nursing accommodation or former care homes to convert into self-contained accommodation at point of purchase.</li> </ul>
Category 6	<u>Demolition and rebuild</u> of properties to deliver homes that meet local housing needs to reduce numbers in temporary accommodation and prevent homelessness	<ul style="list-style-type: none"> <li>• Demolition and rebuild of existing stock.</li> </ul>

<b>Category 7</b>	<u>Use of modular accommodation</u> on land that is being used on a meanwhile basis (i.e. earmarked for future development).	<ul style="list-style-type: none"> <li>• Using available sites awaiting re-development for long term use or meanwhile use (but not modular being used for temporary supported accommodation).</li> </ul>
<b>Category 8</b>	<u>Purchasing of Housing of Multiple Occupancy (HMOs)</u> to convert into family accommodation or self-contained flats at point of purchase <b>or</b> purchasing of HMOs for shared housing use which cannot be converted (either at point of purchase or in the future).	<ul style="list-style-type: none"> <li>• Purchasing of HMOs to convert into family accommodation or self-contained flats at point of purchase.</li> <li>• Purchasing of HMOs for shared housing use which cannot be converted (at point of purchase or in the future) into family accommodation or self-contained flats and are retained as an HMO.</li> </ul>
<b>Category 9</b>	<u>Temporary supported accommodation</u> to deliver better quality temporary accommodation and help reduce housing pressures	<ul style="list-style-type: none"> <li>• Buying former student, nursing accommodation, former care homes, former hotels and bed and breakfast accommodation which cannot be converted (at point of purchase or in the future) into self-contained flats.</li> <li>• Modular accommodation that will be used to provide temporary supported accommodation</li> </ul>

**SCHEDULE 2**  
**The Targets**

<b>Description of the Target</b>	<b>Date by when it should be achieved?</b>	<b>Evidence required</b>
For void properties – completion of works.	The completion date specified in the works contract or revised agreed completion date	Practical completion certificate or equivalent retained on the Post Completion Review file.
For property or land acquisitions – legal completion.	By 28 March 2024	A Certificate of Title - submitted with grant claim and retained on the Post Completion Review file.
For construction/works – completion of construction/works.	The completion date specified in the works contract or revised agreed completion date	Practical completion certificate or equivalent retained on the Post Completion Review file.

### **SCHEDULE 3**

#### **Notification Events**

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

1. repayment of any part of the Compensation is required in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Compensation, 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 Compensation;
8. we have made an overpayment of Compensation to you;
9. there is a duplication of funding or compensation 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 Compensation 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;
25. the conditions in section 29(2) of the Subsidy Control Act 2022 cease to be met.

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

<u>Financial Year</u>	<u>Amount</u>	<u>Earliest Date for Claim</u>	<u>Last Date for receipt of claim</u>	<u>Documents which accompany claim pro-forma</u>
2023-24	£ 884,000	Date of receipt by us of this signed award letter	25 March 2024	Those documents listed at Condition 5(a).

The Compensation is available only to those fixed costs approved by us in your Capital Funding Application Form 2023-24. To the extent your Capital Funding Application Form 2023-24 includes an estimate of costs for future works/costs, such estimated costs will be assessed separately as a separate application in the next financial year (1 April 2024 – 31 March 2025).



## SCHEDULE 5

### Annual Statement of Grant Expenditure

#### Local Authority Allocation Certificate

#### End of Year income / expenditure report

- a) Total grant received for 2023-24 £
- b) Actual Expenditure £

#### Grant to be reclaimed by the Welsh Ministers (a-b) £

I confirm that the agreed aims and objectives have been met.

#### Certificate of the Chief Finance Officer

I certify to the best of my knowledge and belief that:

- the Information given above is correct and that all expenditure correctly records actual amounts incurred by the authority in relation to the Purposes and costs approved by the Welsh Government as being eligible under the grant;
- Activity was carried out against the agreed aims and objectives in accordance with the Award letter and associated Terms and Conditions of the grant;
- Systems and Controls were in place to ensure that the grant was used solely for the Purposes for which it was given, whether spent directly or passed to other organisations;
- No claims have been made for other funding from the Welsh Government or any other body in respect of the expenditure shown on this statement; and
- Monitoring arrangements were in place to ensure that implementation progressed as recorded on any agreed Delivery plan.

I have attached a qualification report outlining why I am unable to certify the above.

**Signature:** .....

**Date:** .....

**Position:** Chief Finance Officer / Director of Finance (please delete as appropriate)

**SCHEDULE 6**

**NOT USED**

**SCHEDULE 7  
NOT USED**

## **SCHEDULE 8**

### **Subsidy Control**

Of the Compensation £884,000 has been awarded in accordance with the Subsidy Control Act 2022 pursuant to scheme ref no SC11036.

Full details of the Scheme can be found at:

[GOV.UK - Public user search subsidy scheme details page \(beis.gov.uk\)](https://www.gov.uk/guidance/public-user-search-subsidy-scheme-details-page),

The services (as set out in Schedule 1) are being provided in: Wales.

#### **Calculation of the subsidy:**

The amount of subsidy is calculated as follows:

A subsidy of up to 70% of the total scheme cost.

## SCHEDULE 9

### Local Authority Certificate of Title (To be submitted on appointed solicitor's Headed Paper)

<b>Local Authority Name:</b>		
<b>Scheme (Land/property) address:</b>		
<b>Date of Exchange:</b>		
<b>Contractual date of completion:</b>		
<b>Acquisition Price:</b>	£	
<b>Type of Valuation Report:</b>	Internal LA Valuation Report	
	District Valuer Report	
	Independent Valuer Report	
<b>Value certified in Report:</b>	£	
We hereby certify that:		
1.	the land/property on the plan referred to in the Valuer's report is the same as that shown on the contract plan.	
2.	all legal constraints on the land/property have been identified in the Valuer's report.	
3.a)	the freehold interest in the land/property is being acquired; YES/NO	
3.b)	a leasehold interest in the land/property is being acquired with an unexpired term of years and a ground rent of £        per annum.	
4.	a restriction over the land/property will be created in the following form: - "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by The Welsh Ministers of Legal Services, Crown Building, Cathays Park, Cardiff, CF10 3NQ or their conveyancer."	
5.	the land/property being acquired offers good title and is free of restrictions, easements, covenants, pre-emption clauses or any provision of the contract, draft lease or conveyance which might adversely affect the scheme. Where there are any issues – please note in the box below, including mitigation:	
<b>Name:</b>		
<b>Electronic Signature:</b>		
<b>Position:</b>		
<b>Date:</b>		

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Compensation and the Conditions relating to the Compensation.

*[information redacted]* Signature  
An authorised signatory of **Cardiff Council**

*[information redacted]* Name

*[information redacted]* Job Title

*[information redacted]* Signature  
An authorised signatory of **Cardiff Council**

*[information redacted]* Name

*[information redacted]* Job Title

**Effective date:** .....18/03/24.....: