

Ynys Môn Business Grant 2025 Terms & Conditions

1. Payment of this grant is at the absolute discretion of the Hwb Menter / Enterprise Hub. The Hwb Menter / Enterprise Hub reserve the right to amend the intervention rate when deemed necessary.
2. The Hwb Menter / Enterprise Hub may withhold or recover the funding in certain circumstances.
3. Where appropriate, payment will be made via bank transfer into your nominated bank account after sufficient evidence has been collected.
4. The individual or company must ensure that, for the purposes of the Project, it complies with the European Commission's State aid rules and/or UK Government Subsidy Control Guidance. Further details of the specific State aid rules applicable may be found [here](#). Further details of the specific UK Government Subsidy Control Guidance can be found [here](#). The company is responsible for ensuring that the grant is delivered in line with the State aid criteria upon which the funding is awarded.
5. Support provided under 'Small Amounts of Financial Assistance' (SAFA) as defined by Article 364 paragraph 4 of the UK-EU Trade and Cooperation Agreement. This allows the provision of up to 325,000 Special Drawing Rights, or approximately £330,000 to a single economic actor over any period of three fiscal years. This threshold includes any SAFA support or EU de minimis support received during the relevant period, from all sources.
6. Please note that information held by the Enterprise Hub is potentially disclosable under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Welsh Government's Code of Practice on Public Access to Information. In practice, we will not disclose or release any commercially sensitive information provided to us by you without prior consultation with you but ultimately the decision as to whether to disclose is for the Enterprise Hub to take in light of all the relevant legal requirements.
7. By applying for this grant you are agreeing to accept these terms and conditions. Acceptance is validated by signing and submitting the application form.
8. Please note that no payments will be made by the Hwb Menter / Enterprise Hub to the Company until you have returned the required evidence.
9. Any funding awarded shall be used only for the purposes approved in application and in any documents referred to in it.
10. The funding must be claimed before the date noted on the successful application letter and the new enterprise started prior to the date noted on the guidance documents.
11. The Company shall provide the Hwb Menter / Enterprise Hub with all information regarding its activities or proposed activities and as to its use or proposed use of all or any part of the funding, as the Hwb Menter / Enterprise Hub may from time to time require.
12. The Hwb Menter / Enterprise Hub require all recipients of funding to ensure that they apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or as far as is practicable, any disability.
13. The Hwb Menter / Enterprise Hub shall be entitled to vary, withhold or terminate any part of or all of the funding and/or require part or all of the funding already paid to be repaid if: (i) the Company fails to comply with any term, condition or provision set out in this Terms and Conditions document, the Guidance notes of the

application; (ii). any information provided by or on behalf of the Company in respect of procuring this offer of funding or in a claim for payment of funding is found to be incorrect or misleading to an extent to which the Hwb Menter / Enterprise Hub consider to be material; (iii). the Enterprise Hub suspect that the Company and/or any of its officers is/are involved in fraudulent activity.

14. The Hwb Menter / Enterprise Hub may vary and/or withhold any or all of the payments of funding and/or require repayment of funding, together with interest from the date of payment if: (i) they are required to do so as a result of any obligation under Community Law; or (ii) in their opinion it is necessary to ensure that the funding provided in accordance with this letter taken together with any other funding which has been or is likely to be received towards the Project is lawful State aid/subsidy control.

15. If the individual's business is wound up or goes into liquidation (including being subject to any administration order), receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors or any event similar or analogous to any of the events described in this paragraph 15 occurs, then the Hwb Menter / Enterprise Hub shall be entitled to recover on demand from the Company the funding paid and no further monies shall be due or payable by the Hwb Menter / Enterprise Hub to the Company or to anyone acting for or on its behalf or in its name. Any references to the amount of funding paid or to be paid to the Company shall be deemed to mean and to be limited to the amount of money actually paid to the Company by the Hwb Menter / Enterprise Hub at the time that any of the events referred to above occurs.

16. The individual/company shall, without charge, permit any officer or officers of the Hwb Menter / Enterprise Hub or their representatives, at any reasonable time to visit its premises and/or to inspect any of its activities and/or to inspect the assets or project cost items purchased, in whole or in part, with the funding and/or to examine and take copies of the Company's books of account and such other documents or records as in such officers view may relate in any way to the use of funding by the Company. This condition is without prejudice and subject to any other statutory rights and powers exercisable by the Hwb Menter / Enterprise Hub or any officer, servant or agent thereof.

17. Under the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to funding provided by the Hwb Menter / Enterprise Hub. He and his 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 his staff may exercise this right at all reasonable times.

18. The Company shall permit Welsh/UK Gov, Cyngor Gwynedd or Isle of Anglesey Council auditors access to documents and information relating to funding for the Project. The Company shall ensure that persons who control or hold documents relating to the Project give to the auditors any assistance, information and explanation that they may require.

19. If during the financial year, or during the audit of accounts relating to that financial year the Company becomes aware of a material deterioration in its financial circumstances it must inform its Hwb Menter / Enterprise Hub official immediately.

20. The Company must acknowledge, through the inclusion of appropriate wording (on press releases) and branding (on publicity, communication materials and signage), the contribution made to its activities by the Hwb Menter / Enterprise Hub. The Company should contact its Hwb Menter / Enterprise Hub official for further details.

21. The Hwb Menter / Enterprise Hub will make reasonable efforts to pay claims promptly, but they do not accept any liability in respect of loss attributable to any delay in the payment of claims or attributable to any suspension, reduction or cancellation of the funding.

22. You must not use the funding provided for party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

23. By signing the application you are certifying that no litigation or arbitration 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 nor your ability to continue to trade as a business in Wales.

24. By signing the application 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.

25. By signing the application you agree to co-operate fully with the Hwb Menter / Enterprise Hub officials to monitor your use of the Funding and your compliance with the Conditions.

26. You must maintain complete and accurate accounting records identifying all income and expenditure in relation to the application that you have made and without charge, permit any officer or officers of the Hwb Menter / Enterprise Hub or Wales Audit Office or its nominated contractors 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 Grant Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Hwb Menter / Enterprise Hub or Wales Audit Office or any officer, servant or agent of any of the above.

27. Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).

28. 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.