

Renewable Energy Assistance Program (REAP)

A Partnership Project between the Sustainable Development Fund and the Brecon Beacons National Park Authority

Terms and Conditions of Grant

Part 1 - Eligibility for a Renewable Energy Assistance Programme (REAP) Grant

1 Overview

- 1.1 A grant will only be paid if all of the specific eligibility criteria set out in the following paragraphs of these terms and conditions have been met. You should only apply for a grant therefore if all of these criteria will be met. Offers of grant will be made by REAP on the basis of the information that you provide in the attached application form and in response to any subsequent enquiries that REAP may make. If any of this information changes before a grant is paid, you must notify us of the change as soon as possible as this may affect your entitlement to the grant.

2. Property

- 2.1 Grants will not be payable in respect of technologies installed in mobile homes, caravans or houseboats.
- 2.2 You must be the freehold owner of the property OR the owner of a long leasehold interest in the property (i.e. a leasehold term with more than 21 years remaining) with all necessary consents from other owners. If you are a joint owner of the property, you are entitled to apply for a grant on behalf of the other joint owners provided they have agreed to you doing so and will comply as necessary with all of these terms and conditions.

3. Period of Operation

- 3.1 REAP needs to ensure that the anticipated environmental benefits are derived from the grant monies it pays out. For this reason, it is a condition of the grant being paid that the technology will remain installed and in use at the property, and will not be modified in such a way as might adversely affect its performance, for a period of at least 5 years following payment of the grant. You will be responsible for ensuring that this condition is met.

4. Type of Technology

- 4.1 The technology to be installed at the property must be of a kind specified in the Low Carbon Buildings Programme (www.lowcarbonbuildings.org.uk) or with prior agreement with REAP if otherwise. As at the date on which these terms and conditions were issued, grants are only available in the Brecon Beacons in relation to particular types of micro-generation technology, which are as follows:-

Micro-wind turbines, with an installed capacity of more than 0.5kW
Small hydro turbines, with an installed capacity of more than 0.5kW
Solar thermal hot water
Ground/water/air source heat pumps
Wood chip/pellet/log heaters, stoves and boilers

- 4.2 In addition, the specific technology (i.e. the specific type of micro-generation product) to be installed at the property must have specific "approval" from the Energy Savings Trust (EST). A list of approved products for these purposes, as amended from time to time, is maintained by EST and available at - www.lowcarbonbuildings.org.uk., or contact Grenville Ham (tel: 01874 620451, email: grenville.ham@breconbeacons.org) for further information.

5. Accreditation of Installers

- 5.1 The technology must be installed by a person, firm or company specified under the Low Carbon Buildings programme as an "accredited installer" in relation to the relevant technology. It is possible for an unaccredited installer to receive a grant but this must be agreed with REAP prior to an application taking place. A list of accredited installers from South and Mid Wales can be obtained from Grenville Ham (tel: 01874 620451, email: grenville.ham@breconbeacons.org)
- 5.2 It is your responsibility to ensure that the installer you intend to use has the necessary accreditation in relation to the technology you intend to install.

6. Eligible Costs

- 6.1 Grants will only be offered, and must only be applied, towards the reimbursement of particular costs associated with the installation of particular technologies. A list of these eligible costs, by reference to each technology type, is set out in the following table:-

Technology type "Eligible costs" in respect of which grant can be claimed

Wind turbines	Cost of wind turbine generation equipment, plus direct cost of roof/ground mount and connecting to electricity supply, but excluding (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all accredited installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, any cost of general rewiring at property)
Small hydro	Cost of hydro generation equipment, plus direct costs of water works and connecting to electricity supply, but excluding (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all accredited installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, any cost of general rewiring at property)
Solar thermal hot water	Cost of solar thermal hot water panels, plus direct costs of fixing panels to roof/ground mount and connecting to water supply for property, but excluding (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all accredited installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever
Ground/ water/ air source heat pumps	Cost of heat generation pipes and other equipment, plus direct costs of ground works for boring vertical or horizontal pipework and connecting to the electrical supply and heat distribution system at the property, but excluding (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all accredited installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, upgrading of radiators or other elements of central heating system at property)
Wood pellet heaters/ stoves/ boilers	Cost of relevant heater/stove/boiler equipment, plus direct costs of connecting the unit to an automated fuel system and connecting to the property's heat distribution system, but excluding (a) all VAT on those items; (b) the cost of any extended warranty beyond the two year warranty all accredited installers are required to offer free of charge; and (c) the cost of any other materials, works or other items whatsoever (such as, but not limited to, upgrading of radiators or other elements of central heating system at property)

7. Consents & Approvals

- 7.1 You must ensure that you have obtained and will continue to have all necessary consents and approvals in order to install the technology at the property and to enable you to comply with these terms and conditions. These consents and approvals include but are not necessarily limited to the following:-
- 7.1.1 the consent of any joint owners of the property on whose behalf you are applying for a grant;

- 7.1.2 if you only have a leasehold interest in the property, the consent of the freehold owner and any relevant leaseholders of the building;
 - 7.1.3 all necessary planning and building regulations consents from your local authority. It is your responsibility to ensure you have obtained all of these;
 - 7.1.4 any of the other consents or approvals referred to in the following paragraphs 9.2 to 9.5 below.
- 7.2 If the technology is to be connected to the electricity grid, you must ensure that you have obtained any consent that may be required from the local "Distribution Network Operation" (DNO). Even if consent from the relevant DNO is not required, you must ensure that you or your accredited installer have informed the DNO of the connection of your technology to the grid and have complied with any other applicable regulations imposed by the DNO.
- 7.3 If you are intending to install a hydro turbine, you must ensure that you have contacted the Environment Agency and obtained all necessary abstraction licences.
- 7.4 If you are intending to install a biomass heater/stove/boiler in a smoke controlled zone, you must ensure that the relevant product is exempt under s.21 of the Clean Air Act 1993.
- 7.5 If you are intending to install a solar thermal hot water system, you must ensure through your accredited installer that the relevant system complies with the Water Supply Regulations 1999.

Application & Claim Process

8. Application Requirements

- 8.1 In order to apply for a grant, you must complete an application form in full and send this to REAP together with a copy of the quote for the cost of installing the technology.
- 8.2 You are only entitled to apply for 1 grant for each type of technology per calendar year
- 8.3 You are only entitled to apply for 2 installations in total during any 5 year period. Your eligibility will be reset by one application upon the 5 year anniversary of your first installation completion date.
- 8.4 The quote you send to REAP with the application form must be from an accredited installer unless an alternative agreement is made with REAP beforehand.
- 8.5 You must ensure that all information you provide to REAP in connection with your application for a grant, whether on the application form itself or in response to any subsequent enquiries that REAP may make, is true, accurate and complete in all respects. If any information you have provided is subsequently found to be untrue, inaccurate or incomplete, this may affect your entitlement to receive the grant.
- 8.6 You are only entitled to apply for a grant if the relevant installation work has not commenced - if work has already started, your application will be rejected.

Technology type Point at which installation work deemed to have commenced

Wind turbines	Turbine is fixed to building or (for free standing turbine) fixed to the ground mount. [NB ground works for the tower can have already begun]
Small hydro	Turbine is fixed in position [N.B. water works can have already begun]
Solar thermal	Solar collectors are fixed to building or proposed ground mount

hot water	
Ground/ water/ air source heat pumps	Heat pump is installed in building [N.B. ground works can have begun]
Wood pellet heaters/ stoves/ boilers	Heating unit is installed in situ

9. Offer of Grant

- 9.1 If your application for a grant is successful, REAP will issue you with a grant offer letter.
- 9.2 The grant offer letter will specify a deadline, usually 3 months from the date of the letter, by which the installation of the technology must have been completed
- 9.3 Grant offers will be made on the basis of the information you provided when applying for the grant. If any of this information changes, you have a contractual obligation to inform REAP of the change. Depending on the nature of the change, REAP may alter the terms of the grant or withdraw the grant altogether.
- 9.4 Grant offer letters will also enclose a grant claim form which you will need in order to submit your grant claim.

10. Grant Claim Requirements

- 10.1 You are only entitled to claim the grant when installation of the technology has been completed and you have paid all of the relevant eligible costs in relation to which the grant offer was made. For these purposes, the relevant installation will be treated as having been completed as at the date on which the technology is commissioned by the relevant accredited installer. You are responsible for ensuring that the relevant installation has been completed and paid for in sufficient time to enable you to meet the deadline specified in the grant offer letter for claiming the grant.
- 10.2 To claim your grant, you will also need to provide a commissioning certificate, in the standard form specified by REAP completed by the relevant accredited installer. It is your responsibility to ensure that the accredited installer provides you with this certificate in time for you to submit your grant claim by the deadline specified in the grant offer letter.

General Terms and Conditions

11. Record Keeping, Inspections and Educational Visits

- 11.1 REAP has to be able to verify, if need be, that any grants paid by it were properly payable and were applied in the proper way. For this reason, you must ensure that you comply with the record keeping and inspection requirements set out in the following paragraphs
- 11.2 You must keep a record of all relevant documentation that you obtain in relation to the technology and its installation, including in particular the original of the quote provided with your application for the grant and any original invoices from the relevant accredited installer or any other contractors involved in the installation work.
- 11.3 REAP may require access to your installation in order to give educational opportunities for those interested in a similar installation. You will be obliged to allow a minimum of two visits per annum, whereby REAP will give you a minimum of one month prior notice in writing.

12. Compliance with Laws

You must ensure that in carrying out any activities in connection with the installation and use of the technology you and anyone acting on your behalf complies with all applicable laws and regulations.

13. Withholding & Repayment of Grant

13.1 In addition to any other rights it may have under these terms and conditions or the general law, REAP may reduce, suspend or withhold payment of any grant, or require all or part of any grant to be repaid, if any of the following events occurs:-

13.1.1 a decision is made by the Welsh Assembly Government, Department of Trade & Industry or the European Commission and/or an obligation arises under any applicable law which requires that the grant should be varied, withheld, reduced, cancelled or recovered;

13.1.2 any information that you provided to REAP in relation to the grant (whether in the grant application form or otherwise) is subsequently found to be materially untrue, inaccurate or incomplete;

13.1.3 you fail to comply in any respect with these terms and conditions;

13.1.4 you or any person employed by you has offered or given or agreed to give any person any improper gift or commission or consideration of any kind in relation to any of EST's or REAPs programmes;

13.1.5 you become bankrupt or it appears to REAP that you are likely to become bankrupt;

13.1.6 there has been an overpayment of grant.

14. Miscellaneous

14.1 Any offer of grant made by REAP is personal to you and accordingly you are not entitled to transfer any of your rights or obligations in respect of that offer and these terms and conditions without the prior written consent of REAP.