



Llywodraeth Cymru
Welsh Government

Plas Carew, Uned 5/7 Cefn Coed
Parc Nantgarw, Caerdydd CF15 7QQ
Ffôn 01443 33 6000 Ffacs 01443 33 6001
E-bost cadw@cymru.gsi.gov.uk
Gwefan www.cadw.cymru.gov.uk

Plas Carew, Unit 5/7 Cefn Coed
Parc Nantgarw, Cardiff CF15 7QQ
Tel 01443 33 6000 Fax 01443 33 6001
Email cadw@wales.gsi.gov.uk
Web www.cadw.wales.gov.uk

Fiona Gale
Denbighshire County Council

fiona.gale@denbighshire.gov.uk

Eich cyfeirnod
Your reference

Ein cyfeirnod
Our reference

Dyddiad
Date

Llinell uniongyrchol
Direct line

E-bost
Email:

FL073

25 July 2016

01443 336007

Nichola.davies@wales.gsi.gov.uk

Dear Ms Gale,

**ANCIENT MONUMENTS AND ARCHAEOLOGICAL AREAS ACT 1979
SECTION 2 AND SCHEDULE 1
APPLICATION FOR SCHEDULED MONUMENT CONSENT
PROPOSED WORKS AT: MOEL Y GAER FL073**

I refer to your application dated 2 June 2016, for scheduled monument consent to carry out excavations at the site of the above scheduled ancient monument.

Section 3 of the Well-being of Future Generations (Wales) Act 2015 ("the WFG Act) places a duty on the Welsh Ministers, as a public body, to improve the economic, social, environmental and cultural well-being of Wales, in accordance with the sustainable development principle and aimed at achieving well-being goals, as defined in section 4 of the WFG Act. In order to act in that manner, I have taken into account the ways of working, set out in section 5 of the WFG Act and the associated statutory guidance (SPSF1 : Core Guidance, Shared Purpose: Shared Future).

You declined the opportunity of appearing before, and being heard by, a person appointed for that purpose, afforded to you by Cadw in the letter dated 15 July 2016. Nor have you submitted any further representations in support of your case.

The proposed works can be carried out without detriment to the historic or archaeological integrity of the monument. Accordingly, the Welsh Government hereby grants scheduled monument consent for the works described at paragraph 4 of the application dated 2 June 2016, subject to the following conditions:

1. That we shall be given written notice (e mail is acceptable) of the start of works in order for its representatives to monitor on site activity;
2. that our representatives are afforded access to the site;

Mae'r Gwasanaeth Amgylchedd Hanesyddol Llywodraeth Cymru (Cadw) yn hyrwyddo gwaith cadwraeth ar gyfer amgylchedd hanesyddol Cymru a gwerthfawrogiad ohono.

The Welsh Government Historic Environment Service (Cadw) promotes the conservation and appreciation of Wales's historic environment.

Rydym yn croesawu gohebiaeth yn Gymraeg ac yn Saesneg.
We welcome correspondence in both English and Welsh.



BUDDSODDWR MEWN POBL
INVESTOR IN PEOPLE



3. that the methodology and trench locations for the outstanding Phase I work shall be set out in the original 2012 project design and that we shall approve in advance any modifications or adjustments to this;
4. that we shall agree beforehand the precise locations of trenches within the proposed Area 5. An adequate percentage of this area shall be left unexcavated as control for any future investigations;
5. that at the start of works an appropriate monitoring regime is established with Will Davies, Inspector of Ancient Monuments (will.davies@wales.gsi.gov.uk);
6. that work shall stop and our Inspector of Ancient Monuments shall be informed immediately in the event of any unexpected discoveries or deterioration in the condition of the monument during works;
7. that all staff and volunteers shall be informed of the scheduled status of the site and the sensitivities and restrictions that this carries with it;
8. that trenches shall be secured and covered outside of working hours to prevent accidents to visitors and animals and damage to archaeological deposits;
9. that we shall be informed in writing (e mail is acceptable) on the completion of works;
10. that a backfill strategy is shall be agree with Will Davies, Inspector of Ancient Monuments prior to the completion of the excavation;
11. that the site shall be left in a stable and tidy condition; and
12. that within three months of the completion of fieldwork, a brief digital interim report on the seasons' work shall deposited to:
 - Will Davies, Inspector of Ancient Monuments and Archaeology
 - the regional Historic Environment Record at Clwyd Powys Archaeological Trust
 - the National Monuments Record at the Royal Commission on the Ancient and Historical Monuments of Wales

This decision has been reached following consideration of the well-being duty under section 3 of the WFG Act. In considering the relevant goals, this decision primarily contributes towards the well-being goals of;

- (i) 'A Wales of vibrant culture and thriving Welsh language'. Whilst the works will by their nature result it localised destruction of archaeological deposits at the site, it is considered that this damage will be outweighed by the contribution of the works to our knowledge of this scheduled monument and of similar monuments in Wales.
- (ii) 'A Wales of cohesive communities'. The works will be carried out by a team including local volunteers, who will obtain skills that can be used for the benefit of their regional archaeological societies and local community, thus promoting well connected communities.

Section 2(6) of the 1979 Act provides that non-compliance with a condition attached to a grant of scheduled monument consent shall be an offence.

By virtue of Section 4 of the 1979 Act if no works to which this consent relates are executed or started within 5 years from the date of this letter, the consent shall cease to have effect at the end of that period (unless it is revoked in the meantime).

This letter does not convey any approval or consent required under any enactment, bylaw, order or regulation other than Section 2 of the Ancient Monuments and Archaeological Areas Act 1979.

Your attention is drawn to the enclosed note (SMC19) which sets out your right to challenge the above decision.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Nichola Davies', written in a cursive style.

Nichola Davies
Diogelu a Pholisi/Policy and Protection

Enc. SMC19



Llywodraeth Cymru
Welsh Government

Professor Gary Lock
Institute of Archaeology
University of Oxford
36 Beaumont Street
Oxford
OX1 2PG

6 December 2013

Dear Professor Gary Lock,

Award of Funding in relation to Moel y Gaer FL073 and Pen-y-Cloddiau FL009

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £2,662.00 (two thousand six hundred and sixty two pounds) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period April 2013 to March 2014 and must be claimed in full by March 2014 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) 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 State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Culture and Sport one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006 and section 24 (2) of the Ancient Monuments and Archaeological Areas Act 1979.
- (b) You must comply with the European Commission’s State Aid Rules.

- (c) 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.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to Professor Gary Lock

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

'Application' is to your application dated 5 November 2013

'Welsh Government Official' is to

Suzanne Whiting
Policy and Protection
Cadw
Plas Carew
Unit5/7 Cefn Coed
Parc Nantgarw
CF15 7QQ
Tel:01443 336096
Email:Suzanne.whiting@wales.gsi.gov.uk

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

'Project Manager' is to

Professor Gary Lock
Institute of Archaeology
University of Archaeology
36 Beaumont Street
Oxford
OX1 2PG
Tel: 01865 278240

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

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

Costs Incurred is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim.

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

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any legislation will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;

4. What you must use the Funding for

- (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 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: (1) 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 kind of activity which in our opinion could bring us into disrepute.

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) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (ii) written confirmation that access to the site will be afforded to our representatives in order to inspect the works in progress;
 - (iii) written confirmation that all contractors and staff have been made fully aware that the area of works from part of a

- scheduled monument that is protected from damage under the Ancient Monuments and Archaeological Areas Act, 1979;
- (iv) that prior to the start of works, Cadw shall be provided with, and, approve details of survey methodologies and sampling schemes;
 - (v) that Cadw are informed in advanced of changes or modifications to the scheme of works outlined.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in arrears based on costs incurred and defrayed by you in the delivery of the Purposes.
- (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 current claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim
 - i) Received invoices as evidence of payment of costs
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.

- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and 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;
- (d) 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 these Conditions.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) 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;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable.

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 seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.

- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
 - (ii) we notify you that the Notification Event is not capable of remedy, or
 - (iii) a course of action 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), or
 - (iv) 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 by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; 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 these 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 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

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 without limit:

- i) that you produce a brief photographic record of survey works in progress (5-6 working shots) for Cadw's records and to publicise its grant scheme aid;
 - ii) that Cadw shall be informed in writing (written notice via email is acceptable) immediately upon the completion of the works.
- (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) attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on 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 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, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
 - (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
- (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. 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.

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, 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.

13. Intellectual Property Rights & Publicity

- (a) Nothing in these 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 on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement 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 a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working 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. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Code of Practice on Access to Information published by the Welsh Government (the "Code"), the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (ii) 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

- (iii) any information is exempt from disclosure under the Code, the FOIA or the EIR.

15. Buying Goods and Services

You must buy all goods and services required for the Purposes in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to Moel y Gear FL073 and Pen-y-Cloddiau FL009”.

- (b) The address and contact details for the purposes of serving notice under these 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 working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

You must 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 any disability.

18. Welsh Language

Where the Purposes include or relate to the provision of services or written materials (including signage and information published online) in Wales, they must be provided in Welsh and English, unless it would be unreasonable or disproportionate to do so. Guidance about providing services and written materials in Welsh can be obtained from the Welsh Language Commissioner on 0845 6033 221 or by visiting www.comisiynyddygydraeg.org.

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

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, these 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 these Conditions is deemed to be or becomes 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 these 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 these Conditions must be in writing and signed by us and you in the same manner as this letter.

- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these 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 these Conditions.
- (g) These Conditions 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 offer 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.
- (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

Signed by Suzanne Whiting
under authority of the Minister for Culture and Sport,
one of the Welsh Ministers.

SCHEDULE 1 The Purposes

The items of work specified in this schedule of Purposes are granted scheduled monument consent under Section 3 of the said Act, in accordance with the provisions of Class 9 of the Ancient Monument (Class Consent) Order 1994. Section 2 (6) of the Ancient Monuments and Archaeological Areas Act 1979 provides that non-compliance with the conditions attached to a grant of scheduled monument consent shall be an offence.

The Purpose of the Funding is:

1. To undertake ground penetrating radar (GPR) surveys within these two hillforts.
2. To undertake a UAV (unmanned aerial vehicle) survey of the monuments with a view to producing 2 and 3d models of the monuments.

Both monuments are the subject of long term Cadw / Local Authority conservation and university excavation programmes, stemming from the successful Heather and Hillforts project and in the case of Penycloddiau, the Welsh Government Glastir scheme. The GPR and UAV survey will complete the set of surveys at Moel y Gaer and will begin the process by the same expert practitioner to the same high standard at Penycloddiau, where survey coverage is less extensive and the management pressures greater. The implications of this approach extend far beyond these monuments towards developing a methodology for the efficient non-destructive assessment of archaeological features within monuments of this and other classes elsewhere in Wales, which would form a significant development in Welsh heritage management.

DESCRIPTION OF ITEMS	ESTIMATED COST
4 Days topo surveying for locating GPR at FL073 & FL009	£800.00
GPR equipment hire	£630.00
5 days – 3 x antennae	£360.00
Carriage	£72.00
2 days plant hire, accommodation travel, data processing	£800.00
TOTAL COST (INC VAT)	£2662.00

Whilst undertaking the work you must ensure:

- (i) That vehicle access onto the scheduled areas shall be avoided where possible and restricted to periods when ground conditions are firm.

On completion of work you must ensure:

- (i) that the site shall be left in a tidy and stable condition;
- (ii) that a full report is produced within three months of the completion of works;
- (iii) digital copies of this report should be lodged with Cadw, the regional Historic Environmental Record held at Clwyd-Powys Archaeological Trust and the Royal Commission on the Ancient and Historical Monuments of Wales;
- (iv) that this report and any subsequent publications using this data should acknowledge Cadw's grant aid contribution;
- (v) that Cadw are informed of any deterioration in the condition of the monuments.

SCHEDULE 2

Notification Events

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

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. you fail to achieve any or all of the Targets;
4. we have made an overpayment of Funding to you;
5. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
6. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you cease, or threaten to cease, to carry on all or a substantial part of your business;
13. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
14. there is a change in your shareholders, directors, trustees or partners;
15. 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 these Conditions.

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding for Moel y Gaer FL073 and Pen-y-Cloddiau FL009 and the Conditions relating to the Funding

Signature
An authorised signatory of The Institute of Archaeology, University of Oxford

Name

Job Title

Date

Signature
An authorised signatory of The Institute of Archaeology, University of Oxford

Name

Job Title

Date



Plas Carew, Uned 5-7 Cefn Coed, Parc Nantgarw,
Caerdydd CF15 7QQ
Ffôn 01443 33 6000 Ffacs 01443 33 6001
Eboest cadw@wales.gsi.gov.uk
Gwefan www.cadw.wales.gov.uk

Plas Carew, Unit 5-7 Cefn Coed, Parc
Nantgarw, Cardiff CF15 7QQ
Tel 01443 33 6000 Fax 01443 33 6001
Email cadw@wales.gsi.gov.uk
Web www.cadw.wales.gov.uk

Professor Gary Lock
Institute of Archaeology
36 Beaumont Street
Oxford
OX1 2PG

Eich cyfeirnod
Your reference

Ein cyfeirnod
Our reference

Dyddiad
Date

Llinell uniongyrchol
Direct line

Eboest
Email:

WD/NLD

27 March 2012

01443 336096

Suzanne.whiting@wales.gsi.gov.uk

Dear Professor Lock,

**ANCIENT MONUMENTS AND ARCHAEOLOGICAL AREAS ACT 1979
SECTION 2 AND SCHEDULE 1
APPLICATION FOR SCHEDULED MONUMENT CONSENT
PROPOSED WORKS AT: MOEL Y GAER (FL073)**

I refer to your application dated 21 January 2012, for scheduled monument consent to carry out excavations at the site of the above scheduled ancient monument.

You declined the opportunity of appearing before, and being heard by, a person appointed for that purpose, afforded to you by Cadw in the letter dated 14 February 2012. Nor have you submitted any further representations in support of your case.

The proposed works can be carried out without detriment to the historic or archaeological integrity of the monument. Accordingly, the Welsh Government hereby grants scheduled monument consent for the works described at paragraph 4 of the application dated 21 January 2012, subject to the following conditions:

1. that Cadw shall be given at least two weeks notice, in writing, of the date of the commencement of the work or of any subsequent adjustment to this date, to allow Cadw's representatives to monitor on site activity;
2. that access to the site shall be afforded to representatives of Cadw;
3. that at least one site meeting shall be arranged during the season's work with Will Davies, Cadw's Regional Inspector of Ancient Monuments (Will.Davies@wales.gsi.gov.uk), to review the works;

Cadw yw gwasanaeth amgylchedd hanesyddol Llywodraeth Cymru. Ein nod yw hyrwyddo gwaith cadwraeth ar gyfer amgylchedd hanesyddol Cymru a gwerthfawrogiad ohono.

Cadw is the Welsh Government's historic environment service. Our aim is to promote the conservation and appreciation of Wales's historic environment.



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Llywodraeth Cymru
Welsh Government

4. that structural remains revealed during the excavation shall be preserved in situ and shall not be removed without prior written agreement from Cadw;
5. that upon completion of the excavation the trenches shall be carefully back-filled and re-turfed so as to avoid subsequent disturbance, and the site left in a stable and tidy condition;
6. that provision shall be made for post excavation work, including conservation, dating and environmental analysis;
7. that within 6 months of the end of the season's work, an interim report on the season's excavation, including appropriate descriptions, discussions, plans, section drawing and photographs shall be submitted to Cadw, to the National Monuments Record and to the regional Historic Environment Record held by the Clwyd Powys Archaeological Trust;
8. that any modification to the proposed work shall require the written approval of Cadw, before it is undertaken; and
9. that Cadw shall be informed in writing immediately upon the completion of the works

Section 2(6) of the 1979 Act provides that non-compliance with a condition attached to a grant of scheduled monument consent shall be an offence.

By virtue of Section 4 of the 1979 Act if no works to which this consent relates are executed or started within 5 years from the date of this letter, the consent shall cease to have effect at the end of that period (unless it is revoked in the meantime).

This letter does not convey any approval or consent required under any enactment, bylaw, order or regulation other than Section 2 of the Ancient Monuments and Archaeological Areas Act 1979.

Your attention is drawn to the enclosed note (SMC19) which sets out your right to challenge the above decision.

Yours sincerely,

Suzanne Whiting
Diogelu a Pholisi/Policy and Protection

Enc. SMC19