



# Football Foundation

## General Terms and Conditions of Grant

### CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | Definitions .....  | 2  |
| 2.  | Use of Grant (All Grants).....   | 6  |
| 3.  | Construction of Facilities (Capital Funding Only) .....                                | 6  |
| 4.  | Construction/Development of the Facilities (Capital Funding Only) .....                | 7  |
| 5.  | Management & Use of Project and Facilities (Capital Funding Only) .....                | 7  |
| 6.  | Management of the Project (Revenue Funding Only) .....                                 | 10 |
| 7.  | Pitch Replacement Fund (Artificial Pitch Funding Only) .....                           | 11 |
| 8.  | Payment.....   | 11 |
| 9.  | Claiming Capital Funding .....   | 12 |
| 10. | Claiming Revenue Funding.....  | 13 |
| 11. | Project publicity .....  | 13 |
| 12. | Project monitoring .....   | 14 |
| 13. | Data Protection .....  | 15 |
| 14. | Accounts and Records .....   | 17 |
| 15. | Mortgage, Disposal, Lease, or Change of Use of Facilities (Capital Funding Only) ..... | 18 |
| 16. | Cessation or Suspension of Grant and Termination (all Grants) .....                    | 19 |
| 17. | New Application.....   | 22 |
| 18. | Further conditions .....   | 23 |
| 19. | Duration.....  | 24 |
| 20. | Warranties .....   | 24 |
| 21. | Multiple Organisations receiving the Grant.....  | 25 |
| 22. | Exclusion of Liability/Indemnity.....  | 25 |
| 23. | Security (Capital Funding).....  | 26 |
| 24. | Law and Jurisdiction .....   | 26 |
| 25. | Rights of Third Parties .....  | 27 |
| 26. | Further assurance.....   | 27 |
| 27. | Funders .....  | 27 |
| 28. | Schedules.....   | 29 |



## 1. Definitions

1.1 For the purposes of the Grant and the Grant Agreement (as defined below) the following expressions shall have the meanings respectively ascribed to them:

“Artificial Pitch” means a Third Generation synthetic pitch consisting of synthetic turf, sand infill and rubber infill, or other funded artificial pitch type (which constitutes a capital project for the purposes of this Grant Agreement);

“Artificial Pitch Practical Completion” where the artificial pitch(es) to be constructed or improved as a result of the Grant, the date specified in any certificate issued by the supervising architect, surveyor, engineer or other competent professional as the date on which work on the artificial grass football pitches element of the Facilities was practically completed under the terms of the AGP Contract (being the contract governing the construction of the Artificial pitches managed by the Framework Managing Consultants);

“Application” means the application submitted by or for the Organisation for a Grant in respect of the Project and shall include all written and oral representations made by the Organisation to the Foundation regarding the Organisation, the Project and the Facilities;

“Booking System” means the system through which users are able to book and pay for a slot to use the Facilities (or part thereof) and which enables the collection of data regarding usage of the Facilities, which shall be the system nominated from time to time by the Foundation to the Organisation;

“Capital Funding” means the Grant (or part of Grant) referred to in the Grant Offer Letter that relates to funding which is to be used for the purchase, construction or development of Facilities and/or Grant Assets;

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| “Clawback Period”  | means the period of up to 10 years for grants of between £25,000 and £100,000, and up to 21 years for grants of over £100,000 from the date of acceptance of the Grant;  |
| “Contribution”   | has the meaning given to it in Schedule 1;   |
| “controller”, “processor”,<br>“personal data” and “processing” | shall have the meanings given to them in the Data Protection Legislation;  |
| “Data Protection Legislation”                                  | means, as applicable, (i) the UK Data Protection Act 2018, (ii) the General Data Protection Regulation EU 2016/679 as saved into UK law through section 3 of the European Union (Withdrawal) Act 2018 (UK GDPR), (iii) the Privacy and Electronic Communications Regulations 2003 and (iv) all other applicable laws and regulations relating to the processing of personal data and privacy, including statutory instruments in force from time to time in any part of the world (each as amended, updated and superseded from time to time); |
| “Data Security Breach”   | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data;  |
| “Data Subject”   | means an individual whose personal data is shared among the parties in accordance with this Agreement;   |
| “Data Subject Request”   | means a request, notice or complaint made by, or on behalf of, a Data Subject in exercise of their rights under Data Protection Legislation relating to their Protected Data;  |
| “Facilities”   | means any facility, capital equipment (including Grant Assets), building (including fixtures and fittings) and/or land in respect of which the Grant is made as specified in the Grant Agreement and shall include without limitation, any facility, equipment, buildings and/or land proposed to be acquired or improved as a result of the Grant;  |

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| “Foundation”                   | means the Football Foundation (registered Company number 3876305; registered charity number 1079309) whose registered office is at Wembley Stadium, Wembley, London, HA9 0WS and references to the Foundation shall include the Foundation, its staff and any other person representing the Foundation;         |
| “Funders”                      | means the Big Lottery Fund, the Exchequer, Sport England, the Football Association Limited and the Football Association Premier League Limited, as applicable;  |
| “General Terms and Conditions” | means these terms and conditions;   |
| “Grant”                        | means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project which may consist of Capital Funding and/or Revenue Funding;   |
| “Grant Assets”                 | means any property (i) whose acquisition, creation or improvement is funded in total or in part by the Grant; and (ii) that has an acquisition cost or value (whichever is higher) of £1,000 or above; and (iii) that has an economic life of three years or more (based on normal accounting practice);        |
| “Grant Agreement”              | means the agreement entered into between the Organisation and the Football Foundation in the form of a Grant Offer Letter, which incorporates these General Terms and Conditions and any other document incorporated by reference, including but not limited to the Project Plan and the Site Development Plan; |
| “Grant Offer Letter”           | means the grant offer letter sent to the Organisation confirming the Grant;   |
| “Main Works Contract”          | means the design and build contract for the delivery of the main works by the main works contractor;  |
| “Organisation”                 | means the organisation or organisations to which the Grant is made;   |
| “Particulars”                  | means the description of the Protected Data, the Data Subjects and the details of the transfer and sharing of   |

the Protected Data amongst the parties, as set out in Schedule 3;

“Pitch Replacement Fund”

means the fund established by the Foundation and paid into by the Organisation to pay for the costs of replacing an Artificial Pitch of that Organisation when it requires replacement;

“Practical Completion”

means, where the Facilities are land or buildings to be constructed or improved as a result of the Grant, the date specified in any certificate issued by the supervising architect, surveyor, engineer or other competent professional as the date on which work on the Site was practically completed under the terms of the Main Works Contract;

“Project Plan”

means a plan prepared by the Organisation relating to the financial, usage and operational management and marketing of the Project and the Facilities;

“Project Specification”

means the most recent specification for the Project supplied by the Organisation and approved by the Foundation;

“Purpose”

means the purpose for processing the Protected Data set out in the Particulars;

“Returned Contributions”

has the meaning given to it in Schedule 1;

“Revenue Funding”

means the Grant (or part of Grant) referred to in the Grant Offer letter that relates to funding which is to be used for management or development of projects and/or the purchase of equipment that does not constitute Grant Assets;

“Sign Contractor”

means the person named in the Grant Agreement as the Foundation’s authorised supplier of signs, or such other person as may from time to time be notified by the Foundation to the Organisation;

“Site Development Plan”

Means a plan prepared by the Organisation setting out the aims, objectives, responsibility and timescales relating to the development of football, multi-sport or

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|                          | physical activity in the area in which the Facilities are situated;   |
| “Sport England”          | means Sport England, a royal charter body established on 23 July 1996 and formerly known as The English Sports Council; |
| “Successor Organisation” | has the meaning given to it in clause 15.2.2; and   |
| “Withdrawn Funds”        | has the meaning given to it in clause 15.2.315.2.3(b).  |

1.2 References in the Grant Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to the Grant Agreement so numbered.

1.3 “Writing” includes email.

1.4 A conflict between any term of the documents comprising this Grant Agreement shall be resolved in the following order of precedence:

1.4.1 The Schedules;

1.4.2 Grant Offer Letter;

1.4.3 General Terms and Conditions;

1.4.4 Project Plan;

1.4.5 Site Development Plan.

## 2. **Use of Grant (All Grants)**

2.1 The Grant will be used solely towards the Project in accordance with the Grant Agreement, and only by the Organisation, and under no circumstances shall it be used for any other purpose.

2.2 The Organisation will use its best endeavours to deliver the aims and objectives detailed in the Site Development Plan and in accordance with the Project Plan.

2.3 Delivery of the Project will comply with any Project Specifications agreed with the Foundation.

## 3. **Construction of Facilities (Capital Funding Only)**

Where land or buildings are to be acquired, constructed or improved as a result of the Grant:-

- 3.1 the highest standard of Facilities must be aimed for;
- 3.2 the Organisation must have security of tenure of the Facilities and/or the land on which the Facilities are built for the Clawback Period by means of a freehold or uninterruptible leasehold. A copy of any relevant lease must be sent to the Foundation on request;
- 3.3 the construction, improvement and/or development of the Facilities must be supervised throughout by a qualified architect, surveyor or engineer or other competent professional;
- 3.4 the Organisation must take into account and make appropriate provision for use and enjoyment of the Facilities by people with disabilities; and
- 3.5 the Organisation will notify the Foundation immediately following Practical Completion and/or Artificial Pitch Practical Completion.

#### **4. Construction/Development of the Facilities (Capital Funding Only)**

In respect of the costs of construction and/or development of the Facilities:

- 4.1 at least three competitive tenders for the provision of the Facilities shall be obtained by the Organisation in accordance with normal tender and contract procedures;
- 4.2 an explanation of the tender accepted shall be submitted to the Foundation prior to works being commenced. The explanation must be satisfactory to the Foundation, failing which the Grant may be withdrawn by the Foundation at its sole discretion and any Grant monies already paid shall immediately become repayable to the Foundation;
- 4.3 a copy of the original “form of tender” from the appointed contractor for the construction works shall be submitted, together with a list of the unsuccessful tenders. On Facilities where a “tender report” is prepared by a consultant quantity surveyor, architect, or other professional, a copy of this report shall also be submitted; and
- 4.4 the Organisation shall ensure that the Foundation has the right, in its absolute discretion, to inspect and copy the relevant documents and records of all persons from whom tenders have been obtained in relation to the Project.

#### **5. Management & Use of Project and Facilities (Capital Funding Only)**

- 5.1 The purpose of the Project, the arrangements for management and community use of the Facilities and the purpose for which the Facilities are used shall be as set out in the Application and the Grant Agreement and shall not be changed throughout the Clawback Period without the prior written consent of the Foundation.
- 5.2 Notwithstanding clause 5.1, the Organisation must use the Booking System in relation to the Facilities to the exclusion of other systems which perform the same or similar functions.
- 5.3 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project and the Facilities in accordance with the aims, objectives, targets, and timescales set out in the Site Development Plan and the Project Plan.
- 5.4 The Organisation shall at all times throughout the Project and the development of the Facilities and until the expiry of the Clawback Period:
- 5.4.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for use of the Project and the Facilities by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;
- 5.4.2 keep the Facilities, and all facilities, fittings or equipment used in connection with them in good repair and condition and undertake all things as may be necessary to ensure their proper maintenance;
- 5.4.3 where the facility includes a full size 3G Artificial Pitch, the pitch is maintained to the FIFA Quality Concept for Football Turf or the International Match Standard (IMS), or superseding standard, and kept on The FA 3G Pitch Register throughout the duration of the Clawback Period. Smaller pitches should be built to this quality standard and tested to BS EN 15330-1:2013 Surfaces for sports areas;
- 5.4.4 ensure that where the facility includes grass football pitches, all of the football pitches are improved and maintained to meet the Grounds Management Association 'Good' or 'Advanced' standard (or any superseding standard). The applicant will be asked to provide pitch quality data two times per year using the Football Foundation's nominated Digital Assessment Tool.

Monitoring Information must be submitted a minimum of two times per annual Football Season throughout the Clawback Period of the award, once within each of the following two windows:

1st April – 31st



1st November – 31st March

At least two calendar months must have elapsed between the next submission of monitoring information.

- 5.4.5 decorate all internal and external parts of the Facilities following their construction as often as may be necessary in the opinion of the Foundation;
- 5.4.6 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project, the Facilities, the Grant Assets, their use and any activities carried out thereon against and in respect of all usual risks (including third party, public, employee and occupier's liability) to their full replacement value (where relevant), and a copy of the current policy and evidence of premium payment shall be provided to the Foundation upon request;
- 5.4.7 make and operate satisfactory arrangements for the storage and safekeeping of any equipment, or Grant Assets, acquired or improved as a result of the Grant. If any such equipment is lost or otherwise unavailable for use the Organisation shall replace it as soon as reasonably practicable at no cost to the Foundation;
- 5.4.8 take into account and make appropriate provision for use and enjoyment of the Project and the Facilities by people with disabilities;
- 5.4.9 ensure that no-one will be denied access to use the Project or the Facilities on grounds of disability, race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion;
- 5.4.10 comply with all statutory requirements and other laws and regulations relating to the Project and the Facilities and the development and operation thereof, including without limitation employers' liability insurance, the national minimum wage, the "Working Time" Directive, health and safety, data protection, intellectual property, and religious, political, race, sex and disability discrimination requirements, laws and regulations; and
- 5.4.11 comply with all statutory requirements and other law, regulation, regional and national practice guidance and procedures, recommendations and any such other requirements that may be notified to the Organisation in writing relating to safeguarding children and vulnerable adults (as may be amended and/or supplemented from time to time) including without limitation ensuring that the Organisation appropriately reviews, updates and follows comprehensive safeguarding policies in respect of which all staff and volunteers are appropriately trained. Such safeguarding policies must, as a minimum, provide for the carrying out of appropriate checks on and supervision of people working with children and vulnerable adults on the Project and/or at the Facilities and requirements for

identifying, managing and reporting any incidents, together with any and all other detail that is either mandatory or desirable from time to time in line with best practice.

- 5.5 The Organisation must inform the Foundation in writing of anything that materially threatens, makes unlikely, or delays the completion or success of the Project and the Facilities.

## **6. Management of the Project (Revenue Funding Only)**

- 6.1 The purpose and the duration of the Project shall be as set out in the Application and the Grant Agreement and shall not be changed without the prior written consent of the Foundation.
- 6.2 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project in accordance with the Site Development Plan and the Project Plan.
- 6.3 The Organisation shall at all times throughout the Project:
  - 6.3.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for the use or participation in the Project by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;
  - 6.3.2 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project in respect of all the usual risks and provide a copy of the current policy and evidence of premium payment to the Foundation upon request; and
  - 6.3.3 comply with the provisions of 5.3 and 5.4 in relation to the Revenue Funding.
- 6.4 Where Revenue Funding is to be used for the employment of staff or consultants the Organisation shall:
  - 6.4.1 advertise for the post and supply details of the post, the recruitment process and any recruitment advertisements to the Foundation; and
  - 6.4.2 obtain the prior written consent of the Foundation to the matters in clause 6.4.1; and
  - 6.4.3 throughout the selection, recruitment and appointment process apply equal opportunity policies; and

- 6.4.4 supply to the Foundation details of the terms of employment if requested by the Foundation.

**7. Pitch Replacement Fund (Artificial Pitch Funding Only)**

Where and to the extent that the Grant includes funding for one or more Artificial Pitches, the Organisation shall comply with the requirements set out in Schedule 1.

**8. Payment**

- 8.1 Payments of Grant will only be paid into an ordinary business bank account in the name of the Organisation. Cheques from the account must be signed by at least two individuals.
- 8.2 The Organisation shall not deposit any part of the Grant outside ordinary business accounts within the clearing bank system, without the prior written consent of the Foundation.
- 8.3 The Foundation reserves the right to call for proof of payment.
- 8.4 No Grant will be paid until the Foundation is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.
- 8.5 The Organisation must promptly repay to the Foundation any Grant incorrectly paid to it as a result of any administrative error. This includes (without limitation) situations where either an incorrect value of Grant has been released or where Grant has been released in error before all applicable General Terms and Conditions of Grant have been complied with by the Organisation.
- 8.6 The Organisation must electronically request the first payment of Grant within six (6) months of the date of the Grant Offer Letter, unless otherwise agreed in writing by the Foundation. If this date cannot be met, the Organisation must promptly send the Foundation a written explanation as to the reasons for the delay in requesting payment. If the first payment of Grant is not requested by the Organisation within six (6) months of the date of the Grant Offer Letter, the Grant will automatically lapse without the Foundation providing any additional warning or other form of notification to the Organisation.

Thereafter, the Foundation will not be liable for making any future Grant payments and the Grant Agreement shall terminate immediately provided always that termination of the Grant Agreement for whatever cause shall not prejudice or affect the rights of one party against the other in respect of any breach of the Grant Agreement.

8.7 The Organisation must request the last payment of the Grant within twelve (12) months of the date that the first claim is paid by the Foundation, unless otherwise agreed in writing by the Foundation. If not requested within such twelve (12) month period, the Foundation will have no obligation to make any further payment(s) pursuant to the Grant Agreement.

9. **Claiming Capital Funding**

9.1 Capital Funding to purchase, construct or develop Facilities shall be paid as follows:

9.1.1 on compliance with any pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 of the Offer Letter and on receipt of appropriately completed electronic claim forms and accompanying invoices the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost as set out in the Grant Offer Letter. This will continue until 95% of the Capital Funding has been released. The remaining 5% of the Capital Funding will only be paid:-

- (a) on receipt of an independent auditors certificate (or, where previously agreed with the Foundation, a statement confirming the relevant accounts have been independently examined);
- (b) on receipt of a certificate of Practical Completion and/or Artificial Pitch Practical Completion;
- (c) on receipt of a certificate confirming all relevant Building Control Regulations have been complied with and any mechanical and electrical test certificates;
- (d) on receipt of written confirmation from the planning department confirming the discharge of any conditions attached to the planning approval;
- (e) on completion of a site visit by the Foundation or its agent; and
- (f) on satisfaction any other condition that remains outstanding specified in the Grant Offer Letter.

9.1.2 the Organisation must ensure that sufficient funds are retained to meet the balance of any costs and to cover the period between the penultimate payment and completion of the work to be funded by the Capital Funding; and

9.1.3 electronic claim forms will be provided by the Foundation through the applicants Grant Application Manager on their website and should be completed and returned as the work progresses. Each form must include a completed statement of expenditure and details of the net value of the work completed at each claim stage (excluding voluntary labour, other contributions in kind, contractual retention fees and other non-allowable costs). The form must be electronically counter-signed by

an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.

## **10. Claiming Revenue Funding**

10.1 On compliance with the pre-claim revenue conditions set out in paragraph 1.1 of the Offer Letter and on receipt of satisfactory completed revenue claim form and relevant supporting documents, the Foundation will pay claims six monthly in arrears in accordance with and at the same percentage rate detailed in Schedule One to the Grant Offer Letter.

10.2 Where Capital Funding is being provided then notwithstanding clause 10.1, no Revenue Funding will be paid unless the first claim under the Capital Funding element has been paid.

## **11. Project publicity**

11.1 Where Capital Funding has been received:

11.1.1 throughout the Project and during the Clawback Period the Organisation will be asked to erect at the site of the Project and/or at the Facilities such internal and/or external signs reflecting the Grant as may be supplied to it by the Sign Contractor on behalf of the Foundation;

11.1.2 the Organisation shall be responsible for obtaining all approvals or

11.1.3 consents for installation of the sign as may be required by statute, contract, landlord permission or otherwise;

11.1.4 on delivery of any sign to the Organisation the sign will become the property of the Organisation, which will maintain all signs to a satisfactory and safe condition. The Organisation will notify the Foundation and the Sign Contractor immediately if there are any defects in the sign or its installation;

11.1.5 the Organisation shall for the Clawback Period officially acknowledge the support of the Foundation in all materials which refer to the Project, and all spoken public presentations about the Project; and shall include (where appropriate or where requested by the Foundation) the Foundation's logo and, if asked by the Foundation, the names and/or logos of such of the Funders as the Foundation shall specify, provided always that the Foundation's logo may only be used with the prior written consent of the Foundation.;

11.1.6 the Organisation will co-operate with the Foundation in respect of publicity for the Grant. The Foundation will co-ordinate media activity in respect of the Grant. The

Organisation shall not issue any public release nor hold any press conference about the Grant or the Facilities without the prior written consent of the Foundation; and

- 11.1.7 the Organisation shall arrange an official opening ceremony for the Project and/or the Facilities (in the latter case within a reasonable period after completion of the Facilities), which the Foundation may attend. The organisation shall liaise with the Foundation to agree a date of and the arrangements for the opening ceremony.
- 11.2 The Organisation will keep the Foundation informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Grant, will use its best endeavours to include in any such sponsorship agreement(s) entered into after the date of this Agreement a clause prohibiting the sponsor ambushing the Foundation's Grant or by taking credit due to the Foundation or its Funders for that funding and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor and ensure the Foundation and its Funders receive appropriate credit proportionate to the amount of funding it has contributed. For the avoidance of doubt, this clause shall not prevent a sponsor taking full credit for its own funding.
- 11.3 Where Revenue Funding has been received the Organisation will give appropriate recognition for the financial contribution provided by the Foundation for the duration of the Project.
- 11.4 For all Grants the Foundation shall have the right to promote its association with the Organisation, the Project and Facilities publicly and the Organisation shall grant the Foundation a licence without charge to use the name and image of the Organisation without restriction for this purpose.

## **12. Project monitoring**

- 12.1 The Project and the Facilities shall be closely monitored by the Foundation throughout the Clawback Period to ensure that the aims and objectives specified in the Application, Site Development Plan, Project Plan and Project Specification are being met, that the Grant Agreement is adhered to and that the Project and the Facilities represent good value for money.
- 12.2 For all Grants including Capital Funding, the Organisation must capture the data set out in Schedule 2 on the Booking System unless otherwise agreed in advance in writing by the Football Foundation.
- 12.3 Wherever it requires during the Clawback Period (including without limitation at any time both during the development and/or construction phases of the Project and the Facilities and after completion of the Project and the Facilities), the Foundation and any person authorised by the Foundation may make unannounced visits (including without limitation site visits, site audits and compliance visits) and may request

meetings, for the purposes of monitoring the Project and the Facilities and monitoring compliance with the Grant Agreement. The Organisation will facilitate and co-operate in the arrangement and conduct of such visits and meetings and shall allow the Foundation and any person authorised by the Foundation access to inspect the Project and/or the Facilities at any time.

- 12.4 The Organisation will promptly provide to the Foundation any information and/or reports (including without limitation regular progress reports) requested by the Foundation in connection with the Project, the Facilities or the Organisation and its activities. The Organisation will complete any questionnaires requested by and respond promptly to any questions raised by the Foundation.
- 12.5 The Organisation shall evaluate and monitor the Project and, where Capital Funding has been provided, the Facilities, their use and success, and shall cooperate with and provide all the assistance required by the Foundation to allow the Foundation to evaluate and monitor the Project and the Facilities and their use and success. In particular, but without limitation, the Organisation shall keep records of the number of jobs created by the Project and Facilities, the number of users and other beneficiaries of the Project and the Facilities, and such other information as the Foundation shall require from time to time (and shall, where the Grant includes Capital Funding, do so through the Booking System).
- 12.6 The Organisation will provide a final report on the Project, in such form as is required by the Foundation, which confirms that the Project has been properly completed.
- 12.7 The Foundation may call for the views of any appropriate organisation or person on the progress of the Project.
- 12.8 The Organisation shall on request provide the Foundation with contact details of an individual who shall liaise with Sport England to provide the contact details of users of the Project to allow Sport England to monitor and evaluate use of the Project. In providing this information to both the Foundation and Sport England, the Organisation shall comply with all relevant data protection legislation.

### 13. **Data Protection**

- 13.1 Each party shall comply with all applicable requirements of the Data Protection Legislation.
- 13.2 The parties acknowledge and accept that the Organisation and the Foundation will act as independent controllers with respect to any Protected Data.
- 13.3 The parties acknowledge that they will share the Protected Data in connection with this Agreement and agrees as follows in respect of the Protected Data:

- 13.3.1 each party will implement appropriate technical and organisational measures to safeguard the Protected Data against any Data Security Breach. Such measures shall be proportionate to the harm which might result from any such Data Security Breach (and having regard to the nature of the Protected Data in question);
- 13.3.2 each party will only access the Protected Data that it receives from the other party in connection with this Agreement for the Purpose, except with the prior written agreement from the other party;
- 13.3.3 each party will use reasonable efforts to ensure that the Protected Data is accurate and up to date;
- 13.3.4 each party will ensure that its staff are properly trained and are aware of their responsibilities for any Protected Data that they have access to;
- 13.3.5 each party will promptly notify the other party (within at least two (2) working days) if it receives a complaint or request relating to the other party's obligations under the Data Protection Legislation (other than a Data Subject Request, which is addressed in clause 13.4);
- 13.3.6 on receipt of a notice under clause 13.3.5, each party will provide the other party will full co-operation and assistance in relation to any such complaint or request; and
- 13.3.7 each party will process the Protected Data in accordance with the Particulars set out in Schedule 3.
- 13.4 In relation to Data Subject Requests:
  - 13.4.1 each party will ensure that it protects the rights of Data Subjects under the Data Protection Legislation and agrees to promptly notify the other party in writing (within at least two (2) working days) if it receives a Data Subject Request about Protected Data of a Data Subject that the other Party is a controller of; and
  - 13.4.2 each party agrees that the Data Subject Request will be dealt with by the party in receipt of the Data Subject Request, and that the other party will provide all reasonable co-operation and assistance in relation to any Data Subject Request to enable the party in receipt of the Data Subject Request to comply with it within the relevant timescale set out in the Data Protection Legislation.
- 13.5 In relation to any Data Security Breach:
  - 13.5.1 Each party shall notify the other party without undue delay after becoming aware of any Data Security Breach and in any event no later than 24 (twenty-four) hours after becoming aware of the Data Security Breach.



- 13.5.2 Notices under clause 13.5.1 will (as far as reasonably possible) include a full description of: (a) the nature of the Data Security Breach, including details of the Protected Data and Data Subjects affected; (b) the likely consequences of the Data Security Breach; and (c) the measures taken or proposed to be taken by the affected party to address the Data Security Breach, including, where appropriate to mitigate its possible adverse effects.
- 13.5.3 The party affected by the Data Security Breach will provide regular updates to the other party on the progress of its investigation into the Data Security Breach.
- 13.5.4 Each party will provide reasonable assistance to the party affected by the Data Security Breach in the event that the affected party is required to notify the ICO or other relevant supervisory authority, other regulator and/or affected Data Subjects.
- 13.6 The Organisation will provide a link to the Foundation's privacy statement (using the link provided by the Foundation to the Organisation from time to time) to those Data Subjects using the Booking System, in order to inform such Data Subjects of how their Protected Data will be processed in connection with this Agreement by the Foundation and the rights they have in respect of such personal data processing. The Organisation will require Data Subjects to confirm that they have read and understood the Foundation's Privacy Statement prior to submitting a booking via the Booking System.
- 13.7 Each party agrees to only process the Protected Data for as long as reasonably necessary for the Purpose, but nothing in this clause 13.7 will prevent either party from retaining or process the Protected Data in accordance with any statutory retention periods applicable to that party.
- 13.8 Where one party interacts with the ICO or other supervisory authority (whether proactively, for example to review a data protection assessment, or reactively, for example, in response to an inquiry from the supervisory authority) the other party will provide such information and assistance as is reasonably required to assist in such interactions.
- 13.9 If, during the term of this agreement, the Data Protection Legislation changes in a way that this clause 13 is no longer adequate or appropriate for compliance with the Data Protection Legislation, the Parties agree that they shall negotiate in good faith to review this clause 13 in light of the current Data Protection Legislation and amend, terminate and/or replace this clause 13 as appropriate.

#### **14. Accounts and Records**

- 14.1 If all or any part of the Grant is awarded for the purchase of Grant Assets the Organisation shall maintain a detailed register of the Grant Assets throughout the

Clawback Period and shall supply the Foundation with a copy of this annually, or when new assets are acquired or disposed of (whichever is the sooner).

- 14.2 The Organisation shall keep separate, full, proper and up-to-date accounts and records regarding the development, purchase, financial trading and use of the Project and the Facilities. Any person or persons authorised by the Foundation shall be given access, at the Foundation's request, to these accounts and financial records and the Foundation shall have the right to take copies of such accounts and records.
- 14.3 The Organisation must have its accounts externally audited (or independently evaluated, where appropriate) and if requested by the Foundation must provide a copy of the audit (or evaluation) report and the annual accounts to the Foundation.
- 14.4 The Organisation must meet any relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 14.5 The Grant must be shown in the Organisation's accounts as a restricted fund and not be included under general funds.

15. **Mortgage, Disposal, Lease, or Change of Use of Facilities (Capital Funding Only)**

- 15.1 During the Clawback Period, subject to the terms of any charge or charges to which the Foundation shall previously have consented, the Organisation shall not without the prior written consent of the Foundation's Chief Executive:
  - 15.1.1 transfer, sell, lease, licence or otherwise dispose of all or any part of the Facility;
  - 15.1.2 grant any charge, mortgage or other form of security or encumbrance over all or any part of the Facility; or
  - 15.1.3 cease to use the Facility for the purposes previously approved by the Foundation.

The Organisation shall give written notice to the Foundation a reasonable period before it proposes to take any action that requires consent under this clause.

- 15.2 The Foundation may give consent in accordance with clause 15.1 subject to any or all of the following conditions:
  - 15.2.1 the sale, lease, licence or other disposal is made at full market value as determined and evidenced by an independent professional valuation by an appropriately qualified expert approved in writing by the Foundation;
  - 15.2.2 prior to the completion of the transfer, lease, licence, sale or other disposal the proposed new owner of the Facility enters into a deed of novation with the

Foundation to ensure that the new owner is obliged to comply with the terms of the Grant Agreement in place of the Organisation (the “Successor Organisation”);

15.2.3 where clause 7 applies:

- (a) the Organisation submits a PRF Request in accordance with Schedule 1, paragraph 16.1;
- (b) the Organisation promptly pays any amounts received in accordance with Schedule 1, paragraph 17 (without deduction) (the “Withdrawn Funds”) to the Successor Organisation;
- (c) the Organisation requires and ensures that the Successor Organisation:
  - (i) assists the Foundation in opening a new virtual account with the PRF Bank in accordance with Schedule 1, paragraph 2; and
  - (ii) promptly (upon opening of the account) pays the Withdrawn Funds into the new account; and
- (d) the Organisation requests that the account be closed in accordance with Schedule 1, paragraph 23.1;

15.2.4 the Organisation repays to the Foundation a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate; and/or

15.2.5 novation of the Grant Agreement.

15.3 failure to obtain consent as required by clause 15.1 or failure to comply with any conditions imposed in accordance with clause 15.2 shall entitle the Foundation to terminate the Grant Agreement and to receive repayment from the Organisation of a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate.

## **16. Cessation or Suspension of Grant and Termination (all Grants)**

16.1 Without prejudice to the Foundation’s other rights and remedies, (a) the Foundation’s obligation to make any payments of Grant shall forthwith cease; (b) the Foundation may make all further payments of Grant subject to such conditions as it may specify; (c) the Foundation may require the full amount of Grant released to the Organisation (or such other sum as the Foundation may require) to be repaid to the Foundation on demand and (d) the Foundation shall have the right at any time during

the Clawback Period to terminate this Agreement forthwith or suspend all or any of its obligations hereunder upon such terms and for such period as the Foundation shall at its absolute discretion determine; if:

- 16.1.1 the Organisation ceases to operate for any reason, or it passes a resolution (or the Court makes an order) that it be wound up (other than for the purpose of a bona fide reconstruction or amalgamation), or, if it was a charity at the time that the Application was made, it ceases to be a charity;
- 16.1.2 the Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or any of its members are surcharged or a manager is appointed on behalf of a creditor in respect of its business or a part thereof, or it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as amended;
- 16.1.3 within the Clawback Period the Organisation fails to comply with any of the General Terms and Conditions of the Grant Agreement;
- 16.1.4 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to apply any part of the Grant (or the Returned Contributions) for the intended purpose;
- 16.1.5 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to complete the works to be carried out in executing the Project in accordance with the terms of and to the standard indicated in the Application (unless any variation has been previously approved in writing by the Foundation);
- 16.1.6 any of the circumstances described in clause 15.1 occur without the Foundation's prior approval of a new application as required by that clause;
- 16.1.7 the Organisation fails to complete the Project on time or within a reasonable period (when no time is specified) or it appears that the Project is unlikely to be completed on time or within such period;
- 16.1.8 after considering the purpose of the Grant, in the Foundation's opinion further payment of the Grant would not constitute good value for money. (However, the Foundation shall, subject to the other terms of this Agreement, continue to pay the Grant to the extent that the Organisation has, with the prior written consent of the Foundation, contracted for goods and services and it is not practically possible to cancel such arrangements.);
- 16.1.9 there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;

- 16.1.10 in the reasonable opinion of the Foundation or any of the Funders, any of the assurances given or representations or information contained in the Application or other documents submitted by the Organisation to the Foundation were fraudulent, incorrect or misleading, or if the Organisation
- 16.1.11 acts fraudulently. Any attempts to defraud the Foundation by any means will be pursued rigorously: a report will be submitted to the appropriate body and any other necessary action taken;
- 16.1.12 any assurance, representation, release of information or statement made regarding the Application or the Project has changed in a manner that has a materially adverse effect on the Project and the Organisation has not informed the Foundation of the change;
- 16.1.13 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities have acted fraudulently or negligently at any time or in a manner which might have a detrimental effect on the Project, or the completion, development or management of the Facilities;
- 16.1.14 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation, or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities does anything which may bring the Foundation into disrepute;
- 16.1.15 the Organisation is offered for public subscription to flotation on the stock market (which for these purposes includes any public market);
- 16.1.16 the Organisation fails to comply with its obligations under Schedule 1 (subject to paragraph 6 therein);
- 16.1.17 any of the following circumstances occur without the Organisation first notifying the Foundation and obtaining its prior written consent and the Foundation reasonably considers such circumstances to be materially detrimental to the Project:-
- (a) a transfer of assets from the Organisation to a third party;
  - (b) merger or amalgamation by Organisation with another body (including a company established by the Organisation);

- (c) except where the Organisation is a local authority or parish council any change to the composition, structure or key personnel of the Organisation; or
  - (d) except where the Organisation is a local authority or parish council, any change to the Organisation's constitution, in particular but without limitation as regards its purposes, payment to members and members of its governing body, distribution of assets (whether on dissolution or not) or admissions of members (where it has a membership).
- 16.2 Without prejudice to sub-clause 16.1 the Foundation may suspend all or any of its obligations under the Grant Agreement while investigations are carried out into any matter referred to in sub-clause 16.1.
- 16.3 If the Foundation chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of the provisions of sub-clause 16.1, or indicates its intention to remain in default of any such provision, the Foundation may terminate the Grant Agreement immediately upon notice in writing to the Organisation.
- 16.4 The Foundation may at any time, without notice to the Organisation, set off any liability owed by the Organisation to the Foundation against any liability of the Foundation to the Organisation, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Foundation of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 17. **New Application**
  - 17.1 Without prejudice to clause 16, a new application must be submitted to the Foundation if prior to full payment of the Grant:
    - 17.1.1 the Organisation proposes to change or vary the Application, the Project, its implementation, the works carried out or to be carried out in the execution of the Project, the Facilities or the purpose of the Facilities;
    - 17.1.2 the Organisation proposes to dispose of the whole or any part of the Facilities;
    - 17.1.3 there is a change to the ownership of the Facilities;
    - 17.1.4 the legal structure or ownership of the Organisation changes;
    - 17.1.5 it is proposed that the legal identity of the Organisation should change; or

- 17.1.6 there is a material change in the financial circumstances of the Organisation.
- 17.2 While the new application is being considered, no payments of the Grant shall be made and any payments made or liabilities incurred by the Organisation in respect of the Facility shall be at their sole risk and expense. In the event of the Grant being rescinded, the Foundation shall, at its sole discretion, be entitled to demand a full or partial refund of any payments of Grant already made.
- 18. Further conditions**
- 18.1 The Organisation agrees and accepts that payments of Grant can only be assured to the extent that the Foundation has available funds.
- 18.2 The Foundation may on giving prior written notice to the Organisation assign or transmit the benefit and burden of the Grant Agreement established by virtue of these General Terms and Conditions to any successor body of the Foundation.
- 18.3 The Organisation acknowledges that the Grant and the Grant Agreement are personal to it and not transferable.
- 18.4 Unless otherwise agreed by the Foundation in writing, the Organisation must notify the Foundation in writing of any legal actions, claims or proceedings made or threatened against it (including any actions, claims or proceedings made or threatened against members of its governing body or staff) during the Clawback Period. Such notification shall be made as soon as practicable and in writing.
- 18.5 If the Organisation is not registered for VAT, this may be considered as part of the eligible project cost. Should the Organisation subsequently become registered for VAT, and be able to reclaim that element of expenditure, the reclaimed tax will be repaid to the Foundation. The Foundation will not increase the amount of the Grant if VAT is or becomes payable and/or unrecoverable. The Organisation is advised to seek its own advice on its own and the Project's status as regards VAT.
- 18.6 The Foundation shall have the right in its absolute discretion to disclose and make available for inspection and copying any information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties including, without limitation, the Funders, the National Audit Office and any person authorised by any of them. The Foundation will be sensitive to situations where it is aware that confidentiality is a significant matter, but the Organisation acknowledges that the Foundation is obliged under the terms of agreements with the Funders to disclose certain information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties.

- 18.7 Any failure, relaxation, forbearance, delay or indulgence by the Foundation in enforcing any of the terms or conditions of the Grant Agreement shall not be deemed a waiver of future enforcement of that or any other provision, and nor shall the granting of any time by the Foundation prejudice or affect or restrict any of its rights arising under the Grant Agreement or be deemed a waiver by the Foundation of any breach or subsequent or continuing breach.
- 18.8 The Organisation shall submit yearly reports against the 'Project Plan' to the Foundation within 30 days after each anniversary of the Artificial Pitch Practical Completion. These should be attached to the electronic annual monitoring & evaluation returns form that the Foundation will send you. The Site Development and 5-year financial forecast should be updated on an annual basis.
- 18.9 The Organisation is required to use the AGP Framework or other procurement arrangement as agreed by the Football Foundation to resurface the funded Artificial pitch throughout the Clawback Period.

**19. Duration**

Except where otherwise specified, the General Terms and Conditions of the Grant Agreement will apply from the date on which they are accepted by the Organisation until the later of:

- 19.1 the period of one year following payment of the last instalment of Grant;
- 19.2 so long as any Grant monies remain unspent by the Organisation;
- 19.3 where Capital Funding has been received for the duration of the Clawback Period;
- 19.4 where the Grant includes amounts spent on Artificial Pitch(es), for as long as the Contributions have not been fully disposed of and the Organisation's account within the Pitch Replacement Fund has not been closed in accordance with Schedule 1; and
- 19.5 so long as any General Terms and Conditions of the Grant Agreement remain unperformed, or any event referred to in clause 16.1 has occurred and is continuing.

**20. Warranties**

The Organisation warrants, undertakes and agrees that:

- 20.1 it has all necessary resources and expertise to carry out the Project;
- 20.2 it has and will keep in place adequate procedures for dealing with any conflicts of interest;
- 20.3 it has and will keep in place systems to deal with the prevention of fraud;



- 20.4 all financial and other information concerning the Organisation comprised in the Application or otherwise disclosed to the Foundation is to the best of its knowledge and belief, true and fair;
- 20.5 it is not under any contractual or other restriction within its own or any other organisation's rules, regulations or otherwise which may prevent or materially impede meeting its obligations in connection with the Grant;
- 20.6 it is not aware of anything in its own affairs, which it has not disclosed to the Foundation or any of its advisers, which might reasonably have influenced the decision of the Foundation in making the Grant on the terms contained in the Grant Agreement; and
- 20.7 since the date of the last accounts there has been no change in the financial position or prospects of the Organisation.

## **21. Multiple Organisations receiving the Grant**

Where there is more than one organisation receiving the Grant and/or delivering the Project:-

- 21.1 where any standard, obligation, representation or warranty under this Agreement is expressed to be undertaken or adhered to by the Organisation, each organisation shall be jointly and severally responsible for it;
- 21.2 the Foundation may release or compromise the liability of any of the organisations acting as the Organisation under this Agreement or grant any time or other indulgence without affecting the liability of any of the other organisations; and
- 21.3 any consent or authority given by the Organisation under or in connection with this Agreement shall bind all the organisations.

## **22. Exclusion of Liability/Indemnity**

- 22.1 The Foundation, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development, planning, construction, operation, management and/or administration of the Facilities or the Project. In particular but without limitation, it shall not be liable to the Organisation for any loss or damage arising directly or indirectly as a result of the compliance by the Organisation with the General Terms and Conditions of this Grant Agreement.
- 22.2 The Organisation will indemnify and hold harmless the Foundation, its employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss or damage of any type arising out of or in connection

with the Facilities, the Project and any activities carried out thereon except where such injury, death, loss or damage have resulted from the negligent act or omission of the Foundation or its employees or agents. In this latter case, the Organisation shall provide prompt notice to the Foundation of any such claim, and the Foundation shall have the sole right to control the defence of any such claim.

- 22.3 The Foundation has no liability for losses or costs arising from failure to make any payment of the Grant on any agreed date.

**23. Security (Capital Funding)**

- 23.1 With regard to Capital Funding only, in the event that the construction or development of the Facility or purchase of land for the Facility exceeds £100,000 in value the Foundation may require that the Organisation shall at its own cost, if the Foundation so requires:

- 23.1.1 enter a restriction in such form as the Foundation may require on the registered title of the relevant property ; and/or

- 23.1.2 grant or cause to be granted to the Foundation a legal charge over the relevant property in such form as the Foundation may require; and

- 23.1.3 in either case the Organisation shall execute such further documents and provide such assistance as the Foundation may reasonably require in order to effect either of the foregoing and the Organisation shall make the necessary registrations at Companies House and/or the Land Registry and supply the Foundation's solicitors with evidence of such registrations.

- 23.2 If the Organisation is a charity and is giving the Foundation a legal charge, it shall comply with the provisions of s.38 of the Charities Act 1993 (as amended).

- 23.3 The Organisation shall provide in the case of a legal charge a solicitor's certificate of title confirming good and marketable title in respect of the relevant property in such form as the Foundation may require.

- 23.4 The Organisation shall provide a solicitors' undertaking to be responsible for the Foundation's solicitor's fees in connection with the grant of a legal charge or the entry of a restriction on the registered title or in the case of unregistered land a caution against first registration and the completion of a deed of dedication.

**24. Law and Jurisdiction**

The construction, validity and performance of the Grant Agreement shall be governed in all respect by English law and be subject to the non-exclusive jurisdiction of the English Courts. The parties undertake to each other to use their best

endeavours wherever possible to resolve any dispute, which may arise under the Grant Agreement amicably.

**25. Rights of Third Parties**

Subject to clause 27 below, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Grant Agreement.

**26. Further assurance**

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Grant Agreement.

**27. Funders**

27.1 The Foundation has been appointed by Sport England to enter into agreements with Organisations for the purpose of distributing Lottery and government funds to Organisations.

27.2 The Foundation enters into the Grant Agreement as principal for itself and as agent for and on behalf of Sport England.

27.3 The Organisation acknowledges that copies of the Grant Agreement and any other information, documents, accounts and/or records may be disclosed and made available to the Funders, the National Audit Office and any person authorised by them, and their respective representatives.

27.4 The Funders have a right to enforce any of the Foundation's rights under the Grant Agreement. Such rights may not be altered or extinguished without the consent of the Funders.

27.5 The Funders shall have all rights conferred on the Foundation by the Grant Agreement including without limitation all rights to information, inspection, disclosure, access and clawback.

27.6 In the event of any of the events listed in clause 16.1 of these General Terms and Conditions occurring, the Funders have a right to have the Grant Agreement novated to the Funders or any successor of the Funders to allow them to take the place of the Foundation in relation to this Grant Agreement.

27.7 The Funders may disclose any information concerning the Organisation, the Project or the Facilities to any persons.

- 27.8 In the event of any termination of the Foundation's agreement with any Funder:
- 27.8.1 the Organisation will return to the relevant Funder all the documentation relating to the Grant and specified by the Funder at a date to be agreed between the Funder and the Foundation; and
  - 27.8.2 the Organisation shall return to the relevant Funder any part of the Grant provided to the Foundation by such Funder which is unspent on the date that the Funder or the Foundation notified its desire to terminate the agreement between the Funder and the Foundation, subject to the agreed terms of termination.
- 27.9 Any of the Funders may assign all or any of its rights under this Agreement to any successor or such other body as the relevant Funder shall determine.

## Schedule 1 – Pitch Replacement Fund

1. In this Schedule the following terms shall have the corresponding meanings:

|                                     |   |
|-------------------------------------|---|
| <b>“Annual Contribution Amount”</b> | means the amount the Organisation is required to pay into the Pitch Replacement Fund for each year that this Grant Agreement is in force, as set out in the Project Plan;   |
| <b>“Contributions”</b>              | means the amounts that the Organisation (or, for the avoidance of doubt, any organisation that novated the Grant Agreement to the Organisation under clause 15.2) has paid into the Pitch Replacement Fund, plus any interest accrued (and received) on those amounts and less any amounts deducted by the Foundation in accordance with clause 16.4 of the General Terms and Conditions paragraph 14 of this Schedule; |
| <b>“Open for Use Date”</b>          | means the date which the Artificial Pitch(es) is(are) used following the Artificial Pitches Practical Completion;   |
| <b>“Pitch Replacement”</b>          | means the replacement of the Artificial Pitch(es) with new Artificial Pitch(es) (or such other type of playing surface as the Foundation may agree from time to time) to which the Grant relates;   |
| <b>“Pitch Revenue”</b>              | means gross revenue obtained in the operation of the Artificial Pitch(es) in question, including but not limited to hire fees, commercial sponsorship and any other income relating or incidental to the Artificial Pitch(es);  |
| <b>“PRF Bank”</b>                   | means Barclays Bank PLC or such other bank as the Foundation may from time  |

to time appoint to hold the Pitch Replacement Fund;

**“PRF Request”**

means a written request, signed by the Organisation’s authorised representative:

- requesting that the Contributions be released;
- nominating a bank account to which they should be paid;
- confirming that the conditions in paragraph 16 of this Schedule have been satisfied; and
- warranting that the Returned Contributions will be used in accordance with the purposes set out in this Schedule,

and the Foundation may specify a specific form that the PRF Request shall take; and

**“Returned Contributions”**

means Contributions that have been paid by the Foundation to the Organisation in accordance with this Schedule, but excluding any such amounts which are in excess of the amounts required for Pitch Replacement.

***Paying into the Pitch Replacement Fund***

2. The Organisation must use best endeavours to collaborate with the Foundation to establish and administer the payment of its contributions to the Pitch Replacement Fund in accordance with this Schedule. This shall include (but shall not be limited to) the Foundation assigning a virtual account to which the Contributions will be paid into the PRF Bank and (in the event that the Foundation decides (at its absolute discretion) to change the PRF Bank) the transfer of the Pitch Replacement Fund to a

new PRF Bank. The Organisation shall comply with any terms and conditions imposed on the Foundation or the Organisation by the PRF Bank and shall provide all information and other documentation reasonably requested by the Foundation promptly.

3. The Organisation shall, for the duration of the Clawback Period, make quarterly payments representing a pro rata amount of the Annual Contribution into the Pitch Replacement Fund. The deadline for the initial payment is the date which is three months after the Open for Use Date and then the Organisation shall make quarterly payments every three months thereafter until the end of the Clawback Period.
4. Payment shall be made by Direct Debit or bank transfer to such bank account as the Foundation shall notify the Organisation in advance in writing.
5. The Organisation shall make payments into the Pitch Replacement Fund from Pitch(es) Revenue. However, to the extent that there is a shortfall between Pitch(es) Revenue and the relevant quarterly payment, then the Organisation shall be required to pay the difference from its own funds (unless otherwise agreed with the Foundation in writing in advance). The Organisation may not use the Grant (or any part of it) to satisfy its obligations in this Schedule. The Organisation must ensure that, immediately before it transfers money into the Pitch Replacement Fund, it is the full legal and beneficial owner of funds paid into the Pitch Replacement Fund unless otherwise agreed with the Foundation in writing in advance.
6. If the Organisation fails to comply with this Schedule, the Foundation may (at its sole discretion) allow the Organisation a period of 30 days to remedy its breach (or such other time as the Foundation may stipulate from time to time), failing which the Foundation shall have recourse to the remedies set out in clause 16.1 of the General Terms and Conditions unless otherwise agreed in writing in advance with the Foundation.
7. The Organisation shall, on an ongoing basis, monitor the expected costs of Pitch Replacement (based on surveys and quotes from contractors obtained and shared with the Foundation) and ensure that it has sufficient funds, through its Contributions and otherwise, to pay for the Pitch(es) Replacement. The Organisation shall promptly notify the Foundation if the Organisation decides (or should decide, given the information available to it) that the Contributions will not meet the entire cost of the Pitch(es) Replacement or if the Contributions will exceed the cost of the Pitch(es) Replacement.

### ***Holding the Contributions***

8. The Contributions shall be held by the Foundation on the terms set out in this Schedule and shall be released in accordance with the terms in this Schedule. The Foundation shall hold the Contributions on trust for the benefit of the Organisation subject to the conditions set out in this Schedule (in particular, the conditions for release set out in paragraph 16). All payments by the Organisation in accordance with this Schedule are irrevocable. The Contributions shall not be released to the Organisation under any other circumstances (unless required by law or permitted under paragraph 16).
9. The Foundation shall not dispose of the Contributions and shall hold them in an account with a reputable bank. Any interest on the Contributions shall accrue to the Contributions.
10. The Foundation shall send the Organisation an annual statement detailing the amount of the Contributions it holds.
11. The Organisation acknowledges and accepts that the Contributions will not be held in a separate bank account from other amounts the Foundation receives from other grantees, but the Contributions will be identifiable using a unique IBAN, Sort Code and account number and the Foundation will keep separate records of the Contributions.
12. The Foundation shall not be obliged to account for the Contributions on its balance sheet. The Organisation must ensure that it accounts for the Contributions in accordance with applicable laws.
13. The Foundation shall not be liable to account to the Organisation for any amounts which are lost on the Contributions, in the event that their value diminishes during the time that the Foundation holds the Contributions.
14. The Foundation may deduct from the Contributions at its discretion any banking fees or charges which arise from its operation of the account holding the Contributions (pro rata to the amount of the Contributions as a proportion of the total amount in the PRF Account).
15. The Organisation accepts and acknowledges that:
  - 15.1 the terms and conditions on which the Foundation holds its Contributions and operates the Pitch Replacement Fund may be changed by the PRF Bank; and
  - 15.2 in the event that the Foundation elects to change the PRF Bank, it will be required to contract with the new PRF Bank on new terms and conditions,



and in either case, the Foundation shall have the right to amend this Schedule unilaterally (and, if necessary, the General Terms and Conditions).

### ***Releasing the Contributions***

16. The Foundation shall be under no obligation to release the Contributions to the Organisation until:
  - 16.1 the circumstances in clause 15.2.3 apply and the Organisation has submitted a valid PRF Request to the Foundation at least 30 Business Days before the date that the Organisation wishes the Contributions to be released; or
  - 16.2 all of the following conditions are satisfied (in the sole opinion of the Foundation):
    - 16.2.1 It is (at least) the tenth (10<sup>th</sup>) anniversary from the date of the Artificial Pitch Practical Completion of the Artificial pitch(es) unless otherwise agreed in writing;
    - 16.2.2 the Artificial Pitch(es) which are the subject of this Grant are in need of replacement (in the opinion of a FIFA Accredited Test Institution, or other such independent organisation nominated by the Foundation);
    - 16.2.3 the Organisation has complied with clause 4 of the General Terms and Conditions in relation to the relevant Pitch Replacement which is the subject of the PRF Request;
    - 16.2.4 the Organisation has submitted a valid PRF Request to the Foundation at least 30 Business Days before the date that the Organisation wishes the Contributions to be released;
    - 16.2.5 if the Contributions are insufficient to pay for the costs of the Pitch(es) Replacement, the Organisation has demonstrated to the Foundation's satisfaction that it has sufficient other funds to pay for the Pitch(es) Replacement; and
    - 16.2.6 the Foundation is satisfied that the Contributions will be used for the purposes of Pitch Replacement.
17. When the Foundation is satisfied that the conditions for releasing the Contributions have been met, it shall promptly instruct the PRF Bank to pay the relevant Returned Contributions to the Organisation (less any amounts which have been deducted in accordance with this Grant Agreement).
18. The Organisation must use the Returned Contributions for Pitch Replacement and payment of the Contributions and their use by the Organisation shall be subject to the terms of this Grant Agreement.

19. For the avoidance of doubt, if the amount required by the Organisation to pay for a Pitch Replacement is less than the Returned Contributions, the Organisation may use the excess at its discretion (including, if relevant, to make future Contributions).
20. If:
  - 20.1 the Artificial Pitch(es) to which this Grant relates are in need of replacement (in the Foundation's opinion) or the Foundation has reasonable concerns over the quality of the Artificial Pitch(es), but the Organisation does not claim its Contributions back for Pitch Replacement within a reasonable period of time; or
  - 20.2 ten years or longer has passed since the Open for Use Date,  
  
the Foundation shall send the Organisation a written notice stating that the Organisation is required to submit a PRF Request within 30 days.
21. If the Organisation does not respond to the Foundations notice given under paragraph 20 within the 30-day period, the Parties shall seek to agree another purpose for which the Contributions shall be used. The Foundation may require that the Organisation or a relevant third party enters into an appropriate agreement before it agrees to release the Contributions in this way.
22. If the Organisation does not respond to the Foundation's written notice sent under paragraph 20.2 above within three months, then the Foundation may at its absolute discretion determine how to spend the Contributions.
23. Once the Contributions have been released in full, the account in which they are held shall remain open until:
  - 23.1 the Organisation requests that it be closed; or
  - 23.2 the Clawback Period has expired and the Foundation elects to close the account.

***Foundation contact***

24. If the Organisation has any queries about the Pitch Replacement Fund, it shall direct them to [financegeneral@footballfoundation.org.uk](mailto:financegeneral@footballfoundation.org.uk).

## Schedule 2 – Data Requirements for Booking System

| Category | Field Name                           |
|----------|--------------------------------------|
| Facility | Active Places Site Reference         |
| Facility | Site Name                            |
| Facility | Facility ID                          |
| Facility | Site Post Code                       |
| Facility | Facility Types                       |
| Facility | Facility Surface                     |
| Facility | Surface Build Date                   |
| Facility | Smart Access                         |
| Facility | Slots per pitch                      |
| Facility | Slot start                           |
| Facility | Slot end                             |
| Facility | Slot Status                          |
| Facility | Facility type capacity Peak          |
| Facility | Facility Type capacity off peak      |
| Facility | Site capacity Peak                   |
| Facility | Site capacity off peak               |
| Bookings | Booking ID                           |
| Bookings | Slot ID                              |
| Bookings | Booking status                       |
| Bookings | Booking date created                 |
| Bookings | Booking last updated                 |
| Bookings | Customer ID                          |
| Bookings | Category of Activity                 |
| Bookings | Activity                             |
| Bookings | Football Format                      |
| Bookings | Age Band                             |
| Bookings | Gender                               |
| Bookings | Disability Classification            |
| Bookings | Disability 'Other'                   |
| Bookings | Affiliation Number                   |
| Bookings | Floodlights used (Smart Access Only) |
| Bookings | Slot price                           |
| Bookings | Slot duration                        |
| Bookings | Bookers email address                |

|          |   |
|----------|---|
| Bookings | Bookers post code                             |
| Bookings | Bookers gender                                |
| Bookings | Bookers club ID                               |
| Bookings | Bookers age                                   |
| Bookings | Bookers user experience                       |
| Bookings | Booker booked via customer services or remote |
| Finances | Facility Type                                 |
| Finances | Facility Income                               |
| Finances | Site Income                                   |

### Schedule 3 – Data Protection Particulars

| ITEM   | DETAILS   |
|--|---|
| <b>Protected Data</b>  | <p>Information relating to employees/volunteers of each party:</p> <ul style="list-style-type: none"> <li>• Name;</li> <li>• Job title</li> <li>• Contact details (including email address and telephone number)</li> </ul> <p>Information relating to bookers</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Email address</li> <li>• Gender</li> <li>• Post Code</li> <li>• Age</li> <li>• User experience</li> </ul> |
| <b>Special categories of personal data, criminal data, or otherwise sensitive data<sup>1</sup></b> | None  |
| <b>Purpose of processing Protected Data</b>  | <p>The parties will access and use the Protected Data to:</p> <ul style="list-style-type: none"> <li>• Enable each party to comply with its obligations under this agreement;</li> <li>• To enable the Foundation to send marketing to bookers where appropriate;</li> <li>• To enable bookers to make use of the Facility</li> </ul>   |

<sup>1</sup> **Special categories of personal data** include: personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation. **Criminal data** includes: personal data relating to criminal convictions and offences.

| ITEM  | DETAILS  |
|---|--|
| <b>Lawful bases for sharing the Protected Data</b>  | <p>The parties rely on the following lawful bases for sharing the Protected Data:</p> <ul style="list-style-type: none"> <li>• Legitimate interests</li> <li>• Performance of a contract</li> <li>• Legal obligation</li> <li>• Consent</li> </ul> |
| <b>Will the parties share the Protected Data with any other parties (Third Party/Parties)?</b><br><b>(excluding processors)</b> | No   |