OFFER LETTER

Name
Address

00 Month 2023

Ref:

Dear (name of applicant),

(Insert name of Individual PlayZone)

The Football Foundation (Foundation) has approved a capital grant offer of **00%** of a total project cost of **£000**, subject to a maximum payment of **£000**, to name of lead organisation towards the PlayZone and delivery of the aims and objectives detailed in the Application and the PlayZones Activation Plan submitted as part of your application, (which is available in your online Foundation Grant Management Account) in accordance with the General Terms and Conditions enclosed with and set out in this letter. The definitions in the General Terms and Conditions attached also apply in this letter.

In the event of conflict between this letter and the General Terms and Conditions, the wording within this letter takes precedence unless we've specifically indicated otherwise.

Conditions

Pre-Construction

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Pre-claim

- That the Organisation provides evidence for the bank account that the grant will be paid into before any funds are released. This must be in the form of a copy of a bank statement or paying-in slip (please see Bank Guidance notes).

Pre-Opening

- That prior to the facility opening, the PlayZones Activation Plan and Pricing Policy is forwarded to the Foundation, FA and <insert County> for approval.
- That a Steering Group is established to monitor and review delivery of the Project Plan, and that <insert County> FA are invited to be part of this process. A copy of the Terms of Reference and minutes of this Group are to be submitted to the Foundation, prior to the facility opening.

- That if the Organisation developed a commercial small-sided offer, as part of the wider PlayZones Activation Plan, it must be procured via a competitive tendering procedure.
- That prior to the facility opening an AED unit is ordered by heading to https://premierleaguedefibs.org/ and input this site ID:XXXXXXX. An image of the installed AED will need to be provided.

Final 5%

- That all the goalposts at the site comply with The FA Goals for Football: Guidance Note and must comply with BSEN748:2013+A1:2018 and BS/EN16579:2018.

Ongoing

- That yearly reports against the PlayZone Project Plan are submitted to the Foundation. These should be attached to the electronic Annual Monitoring & Evaluation Returns Form that the Foundation will send you on a yearly basis.
- That PlayZone Activation Plans and Pricing Policies are reviewed within 12 months of opening and on an annual basis thereafter.
- That all revenues generated by the site are ring-fenced into an activation fund held by the Applicant. The purpose of this fund will be to re-invest into activities/programmes. This activation fund and the related maintenance fund shall be reviewed on an annual basis and any re-investment decisions taken by a small working group made up of the applicant and <insert County> FA. - Applicants would be required to present annual accounts relating to facility income to the Foundation as part of on-going M&E obligations.

Additional Conditions

1.

1.1 The Grant is subject to satisfaction of the following additional conditions:

1.2 Until the pre-construction and pre-claim capital conditions are fulfilled, no Grant will be payable.

1.3 Until the pre-claim conditions are fulfilled, no Grant will be payable.

1.4 Until the final 5% conditions are fulfilled, the final 5% of the Grant will not be paid.

1.5 The Organisation must request the first payment of Grant **within six months of the date of the Grant Offer Letter**, unless otherwise agreed in writing by the Foundation. See section 7.7 of the General Terms and Conditions for more detail.

1.6 The Organisation must request the last payment of the **Grant within 12 months of the date that the first claim is paid by the Foundation**, unless otherwise agreed in writing by the Foundation. See section 7.8 of the General Terms and Conditions for more detail.

1.7 The Organisation agrees to utilise the Foundation's PlayZones Frameworks for the delivery of this project.

1.8 The Organisation agrees to participate in research and evaluation over the duration of the Clawback Period to understand the impact of the PlayZones programme. The organisation must work with the Foundation and External Evaluation partners as requested.

1.9 Unless otherwise agreed in writing by the Foundation, the Organisation agrees to appoint the Foundation's preferred booking system and smart access provider for the duration of the Agreement and fully comply with data sharing and GDPR requirements.

1.10 The Organisation agrees to attend ongoing local consortium meetings to ensure that the outcomes from the PlayZones programme are maximised and best practice shared across the consortium partners.

Acceptance

2.

2.1 The Organisation has **two months from the date of the Grant Offer Letter** to electronically accept the terms and requirements of this Grant. If the Organisation does not accept the terms and requirements of this Grant within two months from the date of this letter, the offer will lapse unless reasons are given for the delay, which are accepted by the Foundation. If the offer lapses, your application will be regarded as having been withdrawn. You are bound by this Grant Offer Letter or the General Terms and Conditions attached until such time as you make a claim for payment of the Grant or any payment of Grant is made to you.

2.2 No Grant Agreement comes into existence between the Foundation and the Organisation, and accordingly the Foundation is not bound to make payment of the Grant, unless and until a signed Grant acceptance form has been received by the Foundation and where applicable the specific requirements set out in paragraph 1.1 above have been fulfilled to the Foundation's satisfaction.

2.3 If you wish to accept this Grant on the terms stated herein **please visit your online Grant Management Account through which you made your application and complete the form of acceptance,** duly electronically signed and dated by two authorised signatories (or four in the case of a joint award). You should retain an electronic copy of the acceptance, which, together with this letter, will constitute the Grant Agreement between the Foundation and the Organisation.

Payment of the grant

3.

3.1 **Capital Grants**. On compliance with the pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 and on receipt of appropriately completed claim forms and relevant supporting documents, the Foundation

will pay claims at the same percentage rate that the Grant bears to the Project cost. This will continue until 95% of the Grant has been released. The remaining 5% of the Grant will be paid on receipt of written evidence of completion of the Project in accordance with clause 8 or clause 9 of the General Terms and Conditions and any other specific final 5% claim conditions referred to in clause 1.1, if any.

3.2 Your 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 Grant.

3.3 Electronic claim forms can be completed on the Foundation website through your Grant Management Portal and completed and returned as the work progresses. Each claim 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 signed and counter-signed by two appropriately qualified and authorised persons and must be accompanied by appropriate supporting documentation.

3.4 Payments will be made by Bankers Automated Clearing Services (BACS) directly into a valid bank account. Please note attached Bank Guidance.

Signage and Publicity

4.

4.1 Please note that you have been awarded the grant from the Premier League, The FA and Government via the Foundation. Accordingly, please ensure that you refer to the organisation in this way throughout all public communications, such as websites, press releases and newsletters.

4.2 Your attention is drawn to the provisions of clause 10 of the General Terms and Conditions. The Foundation will provide official signs to give recognition to the financial support provided by the Premier League, The FA and Government. Your Technical Project Executive will be liaising with you to begin the process of ordering and installing this signage.

4.3 You are asked to fill in the opening ceremony form that will be sent to you two months prior to your project's projected completion date. This will ensure the Foundation's communications team are kept abreast of any event you hold to officially open your new facility. If you need any more information, you can contact the communications team on 0345 345 4555 ext. 4292 or at events@footballfoundation.org.uk. Also, please be aware that the Foundation will be writing to your local MP to inform them of your grant award.

5. Project Monitoring

Further payments of the Grant are dependent on the satisfactory fulfilment of the Foundation's monitoring requirements, for the duration of the Grant Agreement (see clause 11 of the General Terms and Conditions for more details). The current evaluation requirements can be found on the Foundation's website.

6. Increased Costs and VAT

6.1 If at any time the total expenditure for the Project exceeds the estimated amount stated in the Grant Offer Letter, the Grant Offer will be reconciled by the Foundation once the Project has been tendered.

6.2 The Foundation will not increase its Grant if VAT becomes payable. You should seek specific advice about your Organisation's VAT status and the Project's liability to VAT.

6.3 The Foundation also reserves the right, if the final total allowable expenditure is less than the estimated expenditure to review the amount of the Grant and, where it considers appropriate, to reduce the Grant payable or to demand a refund of part of the Grant. The amount of such reduction or refund shall be determined by the Foundation at its discretion but shall not exceed the amount of the under-spend.

6.4 The Foundation pays its Grant as a percentage of Project costs. The amount of the Grant payable by the Foundation will therefore be less than the maximum stated if your Project is delivered under budget.

7. Your rights to privacy

7.1 On 25 May 2018, new law came into effect in the UK which updates your rights to privacy and changes the rules about how we can use your personal information.

7.2 The Foundation values our relationship with you and therefore takes your rights to privacy seriously. We have therefore updated our privacy statement to explain what personal information we collect about you, how we use and look after it, and your rights. We want to share this with you so that you are clear about our obligations and your rights, and in case you have any questions for us. The privacy statement can be found on our website.

7.3 The privacy statement contains important information about your rights to privacy, so we encourage you to take the time to read it.

If you have any questions about this letter, please contact your Technical Project Executive, **(Name and contact details). All correspondence regarding your project should also be addressed to your Technical Project Executive.**

With best wishes,

Dean Potter

Director of Grant Management

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Football Foundation is registered in England. Company number 03876305.
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