DATE 19th January 2024

Power of Attorney

POWER OF ATTORNEY

THIS POWER OF ATTORNEY is made on 19th January 2024

By:

(1) **The Football Foundation**, a company limited by guarantee which is incorporated in England and Wales with registered number 03876305 and registered charity number 1079309, whose registered office is at Wembley Stadium, Wembley, London, HA9 0WS ('FF')

(2) **Cleveland Land Services (Guisborough) Limited** (company number: 1390490) whose registered address is Park Farm, Dunsdale, Guisborough, Cleveland, TS14 6RQ

(3) **Support in Sport (UK) Ltd** (company number: 04174873) whose registered address is Tavistock Works, Glasson Ind. Estate, Maryport, CA15 8NT

(4) **McArdle Sport-Tec Ltd** (company number: 03692607) whose registered address is 1-2 Thames Park, Lester Way, Wallingford, Oxon OX10 9TA

(5) **Edge PS Limited** (company number: 09685365) whose registered address is 3 Heritage Mews, High Pavement, Nottingham, Nottinghamshire, NG1 1HN

(each a **'Principal'** and together the **'Principals'**).

BACKGROUND

Each of the Principals are parties to a framework alliance contract relating to the design, supply and installation of PlayZones and all associated works (together the 'Framework').

Should the Principals wish to add a party to the Framework as an "Additional Client", they can do so by executing one or more joining agreements, the form of which is set out in the **Schedule** (all such agreements being the "Joining Agreement(s)").

OPERATIVE PROVISIONS

1. Each of the Principals hereby appoints, nominates and constitutes each of:

   (a) Dean Potter in his capacity as Director of Grant Management of FF; and

   (b) Jennie Goodman in her capacity as company secretary of FF,

   in each case for so long as that person continues to be employed by FF (the **'Attorneys'** and each being an **'Attorney'**) on its behalf and in its name or otherwise to consider, settle, approve, sign, execute, deliver and/or issue any Joining Agreement(s).

2. All actions authorised by this Power of Attorney may be taken by any of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this Power of Attorney by any of the Attorneys shall therefore be as valid and effectual as though done by all or any combination of the Attorneys.

3. Each of the Principals undertakes to ratify everything which either Attorney or both Attorneys may lawfully do or cause to be done pursuant to this Power of Attorney.

4. Each Principal intends that any Joining Agreement(s) executed on its behalf by either Attorney or both Attorneys shall bind such Principal and shall have the same effect as if it had been executed as a deed by the relevant Principal itself.

5. Each of the Principals declares that a person who deals with an Attorney in good faith may accept a written statement signed by that Attorney to the effect that this Power of Attorney has not been revoked as conclusive evidence of that fact.

6. By execution of this Power of Attorney, each of the Principals severally undertakes to indemnify upon demand each Attorney from all actions, proceedings, losses, costs, damages, expenses, claims and demands which it may suffer or incur by reason of its exercising the powers granted in this Power of Attorney in good faith. However, this indemnity shall not cover an Attorney to the extent a claim under it results from the negligence or wilful misconduct of such Attorney.

7. This Power of Attorney may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one and the same Power of Attorney. No counterpart shall be effective until each party has executed at least one counterpart. Transmission of an executed counterpart of this Agreement (including each page of this Agreement in addition to the executed signature page) by e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

8. This Power of Attorney and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or its formation shall be governed by and construed in accordance with the law of England and Wales.

9. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this power of attorney or its subject matter or formation.

10. This Power of Attorney shall remain in force for the lesser of:

    (a) the duration of the Framework; and

    (b) 48 months,

    when it shall cease to have effect unless previously revoked by all of the Principals.

11. Each of the Principals may separately revoke this Power of Attorney on its own behalf but, for the avoidance of doubt, any such separate revocation shall not invalidate this Power of Attorney or cause it to be revoked by any or all of the other Principals.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule

Form of Joining Agreement

FORM OF JOINING AGREEMENT

(see clauses 1.11 and 14.6)

THIS JOINING AGREEMENT is made the [insert day] day of [insert month] [insert year]

IN RELATION TO the delivery of the [insert Project Name], as described in the *Framework Documents* under the *Framework Alliance Contract* (as described below) (the *Framework Programme*)

BETWEEN

(1) **The Football Foundation** of Wembley Stadium, Wembley, London, HA9 0WS [the Client];

(2) **[Insert Authority Name]** (company number XXXXXX) whose registered address is [Insert Authority Address] [the "Additional Client");

The *Alliance Members* named below to a framework alliance contract dated [insert date] (the *Framework Alliance Contract*)

WHO AGREE that words and expressions in this *Joining Agreement* shall have the same meanings as in the *Framework Alliance Contract*, and that with effect from the date of this *Joining Agreement* the *Additional Alliance Members* shall be a party to the *Framework Alliance Contract* and that the *Additional Alliance Members*' role, expertise and responsibilities, its *Core Group* member, its agreed insurance and any additional and amended *Framework Documents* shall be as follows:

The role, expertise and responsibilities of the *Additional Alliance Member* are:

To act in the role of "Additional Client" as further described in the *Framework Alliance Contract*.

The *Core Group* member nominated by the *Additional Client* is:

[insert details]

The insurances of *Additional Alliance Member* are:

As set out at Clause 12 of the *Framework Alliance Contract*.

The additional and amended *Contract Terms* and other *Framework Documents* are:

[insert details]

Executed as deed by the *Client*, the *Additional Client* and all other *Alliance Members*

The Football Foundation (the "Client)" of Wembley Stadium, Wembley, London, HA9 0WS

and whose email addresses are [insert details]@footballfoundation.org.uk and [insert name]

Executed and delivered as a deed by)

The Football Foundation)

[Authorised Trustee]

Print Name

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

The Alliance Members

Signed as a DEED by)

_____)

as attorney for **Edge PS Limited** pursuant to a power of attorney dated _____ 2024)

_____
Authorised attorney

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

[further signature pages overleaf]

Signed as a DEED by)
)
_____)
)
as attorney for **Cleveland Land Services (Guisborough) Limited** pursuant to a power of attorney dated _____ 2024)
)
)

_____
Authorised attorney

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

Signed as a DEED by)
)
_____)
)
as attorney for **Support in Sport (UK) Ltd** pursuant to a power of attorney dated _____ 2024)
)
)

_____
Authorised attorney

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

Signed as a DEED by)
)
_____)
)
as attorney for **McArdle Sport-Tec Ltd** pursuant)
to a power of attorney dated)
_____ 2024)

_____
Authorised attorney

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

[insert Additional Client] (the "*Additional Client*" [Alliance Member] whose registered office is at

[insert details]

and whose email addresses are [insert name] and [insert name]

Executed and delivered as a DEED by)
)
The Additional Client) _____
Director

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

OR (if the client is an overseas company)

Executed and delivered as a DEED on behalf of)
The Additional Client, a company incorporated)
in [insert jurisdiction] by)
)
_____ being) _____
a person who in accordance with the laws of that) [Director/Authorised signatory]
territory is acting under the authority of the)
company)

in the presence of:

Witness

Signature: _____

Name: _____

Address: _____

_____

_____

Occupation: _____

Executed and delivered as a DEED by

The Football Foundation

Martin Glenn
Martin Glenn (Jan 18, 2024 22:23 GMT)

Martin Glenn
Authorised Signatory

J Goodman
J Goodman (Jan 17, 2024 16:08 GMT)

Jennie Goodman
Authorised Signatory

Executed and delivered as a DEED by

Edge PS Limited

Kieran O'Donoghue (Jan 11, 2024 18:27 GMT)

Kieran O'Donoghue
Director

Dale Rodgers
Dale Rodgers (Jan 19, 2024 09:57 GMT)

Dale Rodgers
Director

Executed and delivered as a DEED by

Cleveland Land Services (Guisborough) Limited

Andrew Miller (Jan 12, 2024 12:13 GMT)

Andrew Miller
Director

Stephen Miller (Jan 12, 2024 11:49 GMT)

Stephen Miller
Director

Executed and delivered as a DEED by

Support in Sport (UK) Ltd

Rob Hope (Jan 12, 2024 09:42 GMT)

Rob Hope
Director

Paul Barker (Jan 12, 2024 12:02 GMT)

Paul Barker
Director

Executed and delivered as a DEED by	)	S.P. Barclay
	)	
McArdle Sport-Tec Ltd	)	
	)	Steve Barclay
	)	Director
	)	
	)	Keith Sands
	)	Keith Sands (Jan 12, 2024 09:14 GMT)
	)	Keith Sands
	)	Director

Multi-party Power of Attorney for JA

Final Audit Report 2024-01-19

Created:	2024-01-11
By:	Neil Thody (neil@orangepeel.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7JNwWbzwt_wUBumaKYm6QiLhY0_Csh-p

"Multi-party Power of Attorney for JA" History

Document created by Neil Thody (neil@orangepeel.uk)
2024-01-11 - 18:15:36 GMT

Document emailed to Jennie Goodman (jennie.goodman@footballfoundation.org.uk) for signature
2024-01-11 - 18:15:41 GMT

Document emailed to Kieran O'Donoghue (kieran.odonoghue@edgeps.co.uk) for signature
2024-01-11 - 18:15:41 GMT

Document emailed to Andrew Miller (a.miller@cls-sports.co.uk) for signature
2024-01-11 - 18:15:42 GMT

Document emailed to Rob Hope (rob@sispitches.com) for signature
2024-01-11 - 18:15:42 GMT

Document emailed to Steve Barclay (steveb@mcardlesport.co.uk) for signature
2024-01-11 - 18:15:42 GMT

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2024-01-11 - 18:15:42 GMT

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2024-01-11 - 18:15:42 GMT

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2024-01-11 - 18:15:43 GMT

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2024-01-11 - 18:15:43 GMT

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2024-01-11 - 18:15:43 GMT

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2024-01-11 - 18:26:49 GMT

Document e-signed by Kieran O'Donoghue (kieran.odonoghue@edgeps.co.uk)
Signature Date: 2024-01-11 - 18:27:43 GMT - Time Source: server

Email viewed by Steve Barclay (steveb@mcardlesport.co.uk)
2024-01-12 - 08:16:35 GMT

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2024-01-12 - 09:13:29 GMT

Document e-signed by Keith Sands (keiths@mcardlesport.co.uk)
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Email viewed by Jennie Goodman (jennie.goodman@footballfoundation.org.uk)
2024-01-12 - 09:31:10 GMT

Email viewed by Rob Hope (rob@sispitches.com)
2024-01-12 - 09:41:44 GMT

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2024-01-12 - 11:48:37 GMT

Document e-signed by Stephen Miller (s.miller@cls-headoffice.co.uk)
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2024-01-12 - 11:59:09 GMT

Document e-signed by Paul Barker (paulb@sispitches.com)
Signature Date: 2024-01-12 - 12:02:49 GMT - Time Source: server- Signature captured from device with phone number XXXXXXXX0038

Email viewed by Andrew Miller (a.miller@cls-sports.co.uk)
2024-01-12 - 12:13:07 GMT

Document e-signed by Andrew Miller (a.miller@cls-sports.co.uk)
Signature Date: 2024-01-12 - 12:13:42 GMT - Time Source: server

Signer Jennie Goodman (jennie.goodman@footballfoundation.org.uk) entered name at signing as J Goodman
2024-01-17 - 16:08:24 GMT

Adobe Acrobat Sign

Document e-signed by J Goodman (jennie.goodman@footballfoundation.org.uk)
Signature Date: 2024-01-17 - 16:08:26 GMT - Time Source: server

Email viewed by Martin Glenn (mrg@footballfoundation.org.uk)
2024-01-18 - 22:23:01 GMT

Document e-signed by Martin Glenn (mrg@footballfoundation.org.uk)
Signature Date: 2024-01-18 - 22:23:36 GMT - Time Source: server

Email viewed by Dale Rodgers (dale.rodgers@edgeps.co.uk)
2024-01-19 - 09:56:56 GMT

Document e-signed by Dale Rodgers (dale.rodgers@edgeps.co.uk)
Signature Date: 2024-01-19 - 09:57:16 GMT - Time Source: server

Agreement completed.
2024-01-19 - 09:57:16 GMT

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