



GENERAL TERMS AND CONDITIONS OF GRANT AID FOR GRANTS LESS THAN £25,000

1. Definitions

1.1 For the purposes of this Grant Agreement (as defined below) the following expressions mean:

“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;
“Foundation”	means the Football Foundation (registered company number 3876305; registered charity number 1079309) whose registered office is at 10 Eastbourne Terrace, London, England, W2 6LG and references to the Foundation shall include the Foundation, its staff and any other person representing the Foundation;
“Grant”	means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project;
“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 terms and conditions;
“Grant Offer Letter”	means the grant offer letter sent to the Organisation confirming the Grant and enclosing these terms and conditions;
“Football Foundation Account”	means the online application portal accessible via www.footballfoundation.org.uk , using the bespoke log-in credentials for each representative of the Organisation;
“Organisation”	means the organisation or organisations to which the Grant is made;
“Project”	means the project or projects described in the Grant Offer Letter.



2. Acceptance

- 2.1 No 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 the Form of Acceptance has been signed and received by the Foundation via your Football Foundation Account and the specific requirements set out in the Grant Offer Letter have been fulfilled to the Foundation's satisfaction.
- 2.2 The Organisation has **two (2) months** from the date of the Grant Offer Letter to accept the terms of this Grant Agreement. After this, the offer will lapse unless reasons are given for the delay which are accepted by the Foundation. If this offer lapses, the Application will be regarded as having been withdrawn.
- 2.3 The Organisation will not be subject to any legal liability in relation to the Grant until the first claim for drawdown of the Grant is made by it.

3. Specific requirements

- 3.1 The award of this Grant is reliant upon the Organisation fulfilling, to the Foundation's satisfaction, the requirements set out in the Grant Offer Letter and these terms and conditions.

4. Monitoring

- 4.1 The Foundation may monitor the Project to identify best practice and to understand key problems. At such a request by the Foundation, the Organisation shall supply such further information as the Foundation may reasonably require.
- 4.2 The Organisation should be prepared to receive site visits and to give their full co-operation to any monitoring officer appointed by the Foundation, both during the Project and after completion of the Project. Such monitoring requirement will be at the discretion of the Foundation.

5. Further Terms and Conditions

- 5.1 The Grant shall be used solely towards financing the provision of the Project as set out in the approved Application and in accordance with the terms of this Grant Agreement. Under no circumstances may the Grant be used for any other purpose;



- 5.2 the Organisation shall comply with all statutory requirements and other laws and regulations relating to the Project, including without limitation all relevant health, safety and employment laws, any Local Authority planning or Environment Agency requirements, laws or regulations, and laws and regulations relating to the protection of children and vulnerable adults;
- 5.3 the Organisation shall maintain full and proper accounts and records regarding the Project. Any representative authorised by the Foundation shall be given access, whenever the Foundation so requests, to such accounts and records;
- 5.4 no one shall be denied access to use the Project or the associated facilities on grounds of race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion;
- 5.5 the Organisation shall not charge fees or subscriptions for use of the Facilities or participation in the Project that as a result of the level of such fees prevent or unduly restrict the participation of the general public.

6. Claw back or repayment of the Grant

- 6.1 Without prejudice to the Foundation's other rights and remedies in relation to the expenditure of the Grant identified in the Grant Offer Letter, for the period of five (5) years from the date of the Grant Offer Letter, the full amount of Grant released to the Organisation, or such lesser sum as the Foundation may require, shall be repayable to the Foundation on demand, and any future payments of Grant will be stopped and shall cease to be payable or may be paid subject to such further conditions as may be specified by the Foundation, where:
 - 6.1.1 the Organisation ceases to operate for any reason, or becomes insolvent, or is placed into receivership or liquidation, or enters into any arrangement or composition for the benefit of its creditors; or
 - 6.1.2 in the reasonable opinion of the Foundation the Organisation fails to apply the Grant, or any part of it, for the purpose for which it was made, or fails to complete or it appears reasonably likely that it will fail to complete the Project in accordance with the Application;
 - 6.1.3 the Organisation fails to comply with any of the terms and conditions of the Grant as set out in the Grant Agreement;



- 6.1.4 in the reasonable opinion of the Foundation, any of the assurances given or the representations contained within the Application or other documents submitted by the Organisation to the Foundation were fraudulent, materially incorrect or misleading;
- 6.1.5 in the case of where the Organisation ceases to use any land, property or facilities bought or improved using the Grant or disposes of any equipment acquired before the end of its useful economic life; or
- 6.1.6 in the case of where the Organisation sells, transfers, leases, licenses or otherwise disposes of any land, property or facilities bought or improved using the Grant or any part of them without the prior written consent of the Foundation; such consent may be conditional upon a proportion of the Grant or proceeds of disposal being repaid to the Foundation.

7. Payment of the Grant

- 7.1 The Organisation must provide 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.
- 7.2 Capital Funding to purchase, construct or develop Facilities shall be paid as follows:
 - 7.2.1 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 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) once the Foundation is satisfied that the Project has been completed in accordance with the intentions of the Application;
 - (b) on receipt of a certificate of practical completion, if appropriate;



- (c) on receipt of a certificate confirming all relevant Building Control Regulations have been complied with and any mechanical and electrical test certificates, if appropriate;
 - (d) on receipt of written confirmation from the planning department confirming the discharge of any conditions attached to the planning approval, if appropriate;
 - (e) on completion of a site visit by the Foundation or its agent, if necessary; and
 - (f) on satisfaction any other condition that remains outstanding specified in the Grant Offer Letter.
- 7.2 The Organisation must request the first payment of the Grant, and commence the Project, within **six (6) months** of the date of the Grant Offer Letter; unless otherwise agreed in writing. If this date cannot be met, the Organisation must promptly send the Foundation a written explanation for the delay in requesting a payment/commencing the Project. If the first payment of the Grant is not requested by the Organisation within the relevant period, 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.
- 7.3 Payments of Grant will only be paid into an ordinary business bank account in the name of the Organisation notified to the Foundation. Payments will be made by Bankers Automated Clearing Services (BACS) directly into the bank account and the Organisation will be sent a remittance advice to confirm how much is being transferred into the Organisation account and the date.
- 7.4 The Organisation must promptly repay the Foundation any Grant incorrectly paid to it as a result of any administrative error.
- 7.5 If at any time the total expenditure for the Project exceeds the estimated amount stated in the Grant Offer Letter there will be no corresponding increase in the Grant.
- 7.6 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.

- 7.7 Similarly, if the aggregate funding obtained for the Project, particularly from sources of public grant aid, exceeds its cost, the Organisation is expected and required to notify the Foundation so that the level of Grant can be reviewed at the absolute discretion of the Foundation.
- 7.8 The Organisation acknowledges that the Grant can only be assured to the extent that the Foundation has available funds.

8. Assignment

- 8.1 The Foundation shall be permitted on prior written notice to the Organisation to assign or otherwise transfer the benefit and the burden of this Grant Agreement to any successor body of the Foundation.
- 8.2 The Organisation cannot assign or otherwise transfer the benefit or burden of this Grant Agreement without the prior written consent of the Foundation.

9. Exclusion of Liability/Indemnity

- 9.1 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 Project. In particular but without limitation, it shall not be liable to the Applicant for any loss or damage arising directly or indirectly as a result of the compliance by the Applicant with the terms and conditions of this Grant.
- 9.2 The Applicant 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 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. In this latter connection, the Applicant 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.



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

10. Law and Jurisdiction

- 10.1 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.

11. Rights of Third Parties

- 11.1 A person who is not party to this Grant Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Grant Agreement.

12. General

- 12.1 The Parties agree that this Grant Agreement constitutes the entire agreement between the parties and supersede all proposals or prior agreements and undertakings, whether oral or written and all other communications between the Parties relating to the subject matter of this Grant Agreement.
- 12.2 Nothing in this Grant Agreement shall be deemed to constitute a partnership, joint venture, relationship of agency or any employment relationship between the parties.
- 12.3 This Grant Agreement may only be modified by written agreement duly signed by both parties.
- 12.4 If at any time one or more provisions of this Grant Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 12.5 Any notices to be served under this Grant Agreement shall be in writing and served at the addresses set out in this Grant Agreement.
- 12.6 This Grant Agreement 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 agreement.



- 12.7 This Grant Agreement shall be governed by English law. 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.
- 12.8 If the parties fail to resolve a dispute amicably, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.
- 12.9 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings (in accordance with clause 14.10).
- 12.10 Subject to clauses 14.7 to 14.9 above, 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 Agreement or its subject matter or formation.

13. Privacy and Data Protection Statement – Your rights to privacy

- 13.1 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.
- 13.2 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.
- 13.3 The privacy statement contains important information about your rights to privacy, so we encourage you to take the time to read it.