

Ms Sarah Phillips
GLA Land and Property Limited

Sent by email

15 December 2021

Our Ref: 2021009228 (your unique reference number should be quoted in all communication)

Dear Ms Sarah Phillips,

Award Offer Letter - GLA Land and Property Limited

I am delighted to inform you that subject to the terms and conditions set out in this letter and the documents that follow, Sport England has agreed to award GLA Land and Property Limited (the "Organisation") a grant of £50,000 (the "Award") towards a total project cost of £50,000 for the development of your Project (COVID-19 LRF Crystal Palace).

Please find enclosed the following documents explaining the full details of your Award, all of which you should read carefully before you accept the Award:

- + Award Agreement
- + Standard Terms and Conditions of Award
- + Bank Details Form (BACS)
- + Acceptance and Payment Claim Forms

If you have any queries, please do not hesitate to contact your case manager, Glyn Hawkes at CLRF@sportengland.org

On behalf of Sport England, I would like to offer my congratulations to you, and everyone involved in your project, and look forward to hearing about your progress.

Yours sincerely



Glyn Hawkes
Investment Partner

AWARD AGREEMENT-
Community Leisure
Recovery Fund

Sport England

&

GLA Land and Property Limited

URN: 2021009228

DATE: 15 December 2021

Award Agreement

Award Agreement Contents:

1. The Award (financial Breakdown)
2. Project Details
3. Project Objectives
4. Project Conditions
5. Payment

In addition, you will find attached the following forms:

6. Document Checklist
7. Standard Terms and Conditions of Award
8. Award Acceptance and Claim Form
9. Bank Details Form (BACS)

An explanation of the forms can be found in the Document Checklist below.

Legally Binding Agreement

Once accepted by GLA Land and Property Limited, the Award Offer Letter together with this Award Agreement and the Standard Terms and Conditions, form a binding contract with Sport England. It is important therefore that you read and understand all the documents before you agree to accept the Award.

Counter Fraud Statement

Sport England takes the offence of fraud (which in the context of this statement includes the separate offences of theft, corruption and bribery) very seriously and we work with a number of agencies to prevent such fraud. Where fraud, or an attempt to defraud, does occur then we will take robust action against those who choose to defraud Sport England (or any other body associated with Project) including informing the police and seeking recovery of any losses. The Organisation should take appropriate measures to ensure it is managing the Award appropriately and that all funds are used (and full records kept) for the agreed purposes only.

Accepting The Award

If you are satisfied with all the details set out in the Award Agreement and wish to accept the Award, please sign and return the enclosed Award Acceptance Form within 30 days of the date of this letter and send it, along with any other information requested, to myaward@sportengland.org.

Should you require any guidance or further explanation of the Award Agreement please contact your case manager at CLRF@sportengland.org

1. THE AWARD

Sport England is pleased to offer an award of £50,000 (the "Award") for the period April 2021 to September 2021.

The Award is offered for the following periods set out below:

Period Start	Period End	Type of Funding	Award Amount
01 April 2021	30 September 2021	Lottery Funding	£50,000

The Award is subject to the terms of this Award Agreement and the Standard Terms and Conditions of Award. Together with the Award Offer Letter these documents make up the 'Agreement' between us.

Use of Award

The Organisation shall use the Award solely towards financing the costs of the Project.

2. PROJECT DETAILS

The Award is granted to assist the **GLA Land and Property Limited** in the delivery of your project as outlined in your submission to Sport England

3. PROJECT OBJECTIVES

The Project Objectives are to support the re-opening of community leisure facilities which provide a general leisure offer (swimming, sports hall sports, fitness, health and wellbeing) that is open to all members of the community.

3.1 Reporting and Data Collection

The Applicant will report on the operation of the Facilities in accordance with the Data Collection Requirements detailed below. Or as Sport England may otherwise reasonably request from time to time.

Sport England may share any information provided by the Applicant relating to the operation of the Facilities with third parties (including LeisureNet, Right Directions, 4Global, Sport Industry Research Group with Sheffield Hallam University) to enable data analysis in relation to participation and performance. The additional support package Award will be used to fund the data analysis and the outcome of the analysis may be used by the Applicant or Sport England or any third parties with whom Sport England shares the information.

The Applicant will allow Sport England (or its representatives) to:

- monitor the conduct and progress of the operation of the Facilities and the achievement of the objectives set out in this Agreement; and
- monitor compliance with the terms of this Agreement.
- In order to enable the monitoring referred to in clause 5.3 the Applicant will:
- allow Sport England (or its representatives) to have access at reasonable times to the Facilities, the offices of the Applicant or any other locations at which the operation of the Facilities is being administered; and
- provide such other reasonable assistance as Sport England (or its representatives) may request.

The Applicant will take appropriate steps to monitor its own success in operating the Facilities and achieving the objectives set out in this Agreement.

The Applicant will not provide any third-party personal data (as defined in the Data Protection Laws) to Sport England or via the platform which it accesses pursuant to the additional support package and will remain responsible for the compliant processing of its own or any third-party personal data within its control when accessing those platforms. Consequently, the Applicant will ensure that any data that it provides to Sport England as part of this or any other reporting or other obligations has, if applicable, been anonymized to such an extent that it does not constitute personal data.

3.2 DATA REPORTING REQUIREMENTS

FINANCIAL

- The Applicant will provide details of actual financial performance at the end of the Project. We will confirm the format for this with you.
- The information will be provided for the facility that this agreement covers.

FACILITY INFORMATION

The Applicant will provide any material changes to the capacity or opening hours of the Facilities as part of their monthly updates.

PARTICIPATION

The Applicant will provide details of actual visits and participation at the Facilities at the end of the Project. The Applicant will provide the information in any reasonable format that Sport England may require, and where possible will endeavour to provide the information through an automated system.

The information to be provided consists of:

- **PARTICIPANTS:** Total number of unique individuals that have visited the Facility to do an activity in the relevant month
- **VISITS:** Total usage figures for the Facility in the relevant month

The information on visits and participants will be broken down into the following categories on a monthly basis:

- Age / age group
- Gender
- IMD (Index of Multiple Deprivation decile)
- Ethnicity
- Disability
- Concessionary

4. PROJECT CONDITIONS

The Award is subject to the Standard Terms and Conditions of Award which apply to all awards offered by Sport England. Your Award may also be subject to specific project conditions, set out below (**Project Conditions**), which will need to be met before the date required. We want your Project to succeed but may need to consider ending the Agreement if there is a failure or unacceptable delay in meeting any of the Project Conditions.

Timescales for Accepting your Award

Please ensure that you read and understand the Award Offer Letter, the Award Agreement and the Standard Terms and Conditions of Award. Should you wish to accept the Award you will need to complete the Award Acceptance Form and return it to Sport England unless otherwise stated.

You have 30 days from the date of this letter to accept the Award. After this period the Award will lapse unless valid and acceptable reasons are given for the delay before the end of this period and Sport England agrees in writing to extend it. If the Award lapses, the Award will be regarded as having been automatically withdrawn. Please note that NO agreement comes into existence between Sport England and the Organisation unless and until all documentation has been duly completed and received by Sport England to Sport England's satisfaction.

You need to fulfil some of the Project Conditions before we will release any payment. Any costs you incur prior to or in the process of fulfilling those Project Conditions will be your responsibility. If you decide to go ahead with the purchase of goods or services before meeting the Project Conditions (without our prior written consent) this will be at your own risk and cost.

The Organisation must meet all the following Project Conditions to Sport England's satisfaction:

#	Condition	Date Required
1	The Organisation shall complete and submit the following forms to Sport England: <ul style="list-style-type: none">• Award Acceptance and Claim Form• Bank Details Form (BACS)	Before first payment (Acceptance within one month of the date of this Award)

2	The Organisation shall submit the Data Collection and Monitoring information in accordance with Section 3.1 and 3.2 of this Agreement.	As detailed in Section 3.1 and 3.2
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Clawback Period

The Clawback Period is the period from the Commencement Date until the date that is one year after the completion of the Project.

5. PAYMENTS

The Standard Terms and Conditions of Award contain some specific conditions about how your Award will be paid. As this is an important issue, we have summarised the specific conditions below.

Specific Condition	Summary
Payments schedule	Payment is made in advance. Complete the Acceptance and Claim form below.
Release of payment	To receive your payment, you need to have fulfilled all relevant conditions outlined above.

The Award will be paid into the bank account detailed in your Bank Details Form (BACS).

Sport England reserves the right to suspend payment should any of the project conditions not be achieved to Sport England's satisfaction.

Next Steps

When we have received all of the completed forms and documents requested, we can process the Award.

We look forward to hearing from you.

Document Checklist

Should you wish to accept your Award Offer, you will need to complete the following items and return them to Sport England (unless otherwise stated):

Title	Description	Sport England to Receive
Award Acceptance & Payment Claim Form	This form enters you into a contract and confirms that everything submitted with your acceptance is true, correct and you accept the terms and conditions. The project date you provide will tell us when your payment is to be scheduled.	1 month from the date of the Award Offer Letter
Bank Details Form (BACS)	This form verifies your bank account details. It must be completed and signed by the account signatory and returned to Sport England along with a bank statement before your payment can be released.	Before payment
Terms and Conditions	Before accepting your award read through the terms and conditions thoroughly, by accepting the award you are entering into a legally binding contract.	_____

Award Acceptance Form

URN:	2021009228
Organisation:	GLA Land and Property Limited
Project Title:	COVID-19 LRF Crystal Palace
Project Start Date:	01/04/2021
Project End Date:	30/09/2021
Value of Award:	£50,000

If you wish to claim LESS than your Award Offer, please state how much you wish to claim:

£

By signing this acceptance form you are confirming that:

- Your Organisation agrees to and accepts all of the terms and conditions specified in the Standard Terms and Conditions of Award.
- Your Organisation has taken all necessary steps to authorise this document in accordance with its constitution and the signatories below have been properly authorised to sign this document on behalf of the Organisation.
- All the details in your Organisation's application form and supporting information are true and correct to the best of your knowledge.
- Any partnership funding in your project budget (including any non-cash/in-kind contributions) has been confirmed, or that the Organisation will underwrite any unconfirmed amounts.
- Your organisation should ensure best value of public funds by getting competitive quotes for all goods and services over £5,000.
- Any Capital works must be carried out in accordance with all relevant Project Conditions and Planning Permission conditions where applicable, including relevant Building Regulations, Construction Design and Management regulations, Statutory Safety regulations, and project conditions related to Disability Access and any relevant Design Guidance.
- Any Capital works carried out must have the necessary permissions and consent to do so
- No goods and services will be paid for in cash, to ensure a full audit trail. Transactions should be made in a format that can be tracked back to report on the project spend e.g. cheque, bank transfer, debit card. If you have difficulties with this please contact myaward@sportengland.org.

- Any variances in budget expenditure will be confirmed with Sport England prior to purchase in order to seek approval. Any unauthorised variance may lead to the grant being clawed back.
- Your Organisation will ensure that you adhere to the relevant coronavirus restrictions in your local area, set out by national and local Government policies, for your return to play activity

	Signature	Date
Signature of authorised officer:		
Print full name:		
Position:		
Organisation:		

	Signature	Date
Countersignature of authorised officer:		
Print full name:		
Position:		
Organisation:		

This form must be signed by two authorised senior officials of the applicant organisation.

Please email a signed copy of this form to myaward@sportengland.org quoting the URN.

Bank Details Form (BACS)

URN:	2021009228									
Organisation:	GLA Land and Property Limited									
Project title:	COVID-19 LRF Crystal Palace									
Account signatory name:										
Official position:										
Email address (for remittance advice):										
Alternatively, if you would prefer to receive remittance advice via the post, please provide your postal address:										
Bank/building society name:										
Branch address:										
Account name:										
Account number:	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>									
Bank collection ref: <i>(if applicable)</i>										
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Please email this completed form to myaward@sportengland.org, along with one of the following:

- **A copy of your most recent bank statement.**

Please note: Internet banking printouts must include the postal address of account holder and be signed as a true and accurate record by your organisations Account Signatory.

Or

- If you have previously received a grant from Sport England and your account details have not changed, please complete your bank details above and provide the Unique Reference Number (URN) of the last award you received:

URN:

If you cannot provide either of the above, please contact your Case Officer and an alternative form will be provided to you, which will require authorisation from your bank.

Account Signatory:		Date	
For Internal Use Only			
Do the Bank Account details match those provided on statements:			Yes / No
Does the form/ statement appear to be untampered with:			Yes / No
Is the Account Name, the same as the Applicant Name:			Yes / No
Checks completed by: <i>(insert initials)</i> :			
Date form forwarded to Finance:			/ /
Finance - BACS reconciled against URN. Account matches report:			Yes / No

Standard Terms and Conditions of Award

Lottery and/or Exchequer Funding

This document contains the Standard Terms and Conditions of your Award.

1. Definitions

For the purposes of these Award Terms and Conditions and the accompanying Award Offer Letter and Award Agreement the following expressions shall have the meanings respectively ascribed to them:

'Account'	means the account referred to in clause 4 for the deposit of any profits generated from the project
'Agreement'	means the contractual arrangements set out in the Award Offer Letter, the Award Agreement and these Standard Terms and Conditions of Award;
'Authorised Signatory'	means an officer/member of the Organisation possessing the necessary power and authority to sign and enter the Agreement on behalf of the Organisation;
'Award'	means the total amount of the grant(s) referred to in the first paragraph of the Award Offer Letter awarded to assist the Organisation to finance the Project and which may consist of Capital Funding and/or Revenue Funding;
'Award Agreement'	means the basic contractual provisions relating to the Project for which the Award is made and as set out in the document entitled Award Agreement and sent with the Award Offer Letter and Standard Terms and Conditions of Award;
'Award Offer Letter'	means the award letter sent to the Organisation confirming the Award and enclosing the Award

Agreement and Standard Terms and Conditions of Award;

'Capital Funding' means the Award (or Part of the Award) as referred to in Section 1 of the Award Agreement that is to be used solely towards capital costs;

'Clawback Period' means the period of time identified as such in Section 4 of the Award Agreement commencing on the Commencement Date;

'Commencement Date' means such date as agreed in writing between the Parties, subject to Sport England receiving from the Organisation the signed and duly completed Award Acceptance Letter together with any other documents that the Agreement requires the Organisation to complete and return prior to commencement of the Agreement;

Data Protection Law Means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

'Date of Acceptance' means the date upon which the Authorised Officer signed the Acceptance of Award form;

'Duration of the Project' means the total number of months (rounded up) between the Commencement Date and the completion of the Project;

'Exchequer Funding' means the Award (or any part of the Award) as referred to within the Award Agreement that is provided by HM Treasury;

'Facility'	means, in relation to Capital Funding, the facility, including the site upon which the facility is located, that will receive the benefit of the Award;
"Gambling Commission"	
"Governance Action Plan"	means the action plan agreed between the Award Recipient and Sport England as set out in the Award Agreement which sets out the actions, steps required and timescales for compliance with the Code for Sports Governance;
'Governance Code'	means Sport England's <i>A Code for Sports Governance</i> https://www.sportengland.org/media/11193/a_code_for_sports_governance.pdf ;
'In Principle Funding'	means that element of funding identified as such in Section 1 of the Award Agreement that is subject to prior conditions;
'Invoices'	means those invoices submitted each month by the Organisation for the duration of the Project for those costs incurred which are not covered by the Supervising Officer's Certificate;
"Logo"	means the Sport England logo and/or the National Lottery Good Causes Beneficiary logo and/or such other logo as Sport England may from time to time specify;
"Lottery Funding"	means the Award (or any part of the Award) as referred to within the Award Agreement that is provided by the Gambling Commission;
'Material Change'	means a substantive variation in the financial position of the organisation; a change in ownership of the Organisation; or a change to the nature or delivery of the Project Objectives, any of the foregoing of which may reasonably lead Sport England to conclude that is, or is likely to be, a material increase or diminution

in the Organisation's level of financial need, and/or ability to deliver the Project;

means the Gambling Commission of Victoria Square House, Victoria Square, Birmingham B2 4BP;

'Other Funding' means those sums described as such in Section 1 of the Award Agreement under the heading "Award" and which constitute other funding secured by the Organisation (and properly evidenced to Sport England) to make up the total cost of the Project together with the Award;

'Organisation' means the organisation to which the Award is made (sometimes referred to as "you" or "your", as the context requires, throughout this Agreement);

'Parties' means Sport England and the Organisation (each a "Party");

'Project' means the project to which the Award relates and as described in Section 2 of the Award Agreement;

'Project Conditions' Means any project conditions as set out in Section 4 of the Award Agreement

'Project Measures' means those measures applicable to the Project Objectives as set out in Section 3 of the Award Agreement;

'Project Objectives' means those objectives set out in Section 3 of the Award Agreement which the Parties have agreed shall be applicable to the Project;

'Project Specifications' means those specifications for the Project as set out in Section 2 of the Award Agreement;

'Project Year' means each financial period in respect of which the Revenue Funding is awarded, see Section 1 of the Award Agreement;

"Purpose" shall have the meaning set out in clause 2.2, below;

- ‘Revenue Funding’** means the Award (or Part of Award) as referred to in Section 1 of the Award Agreement that is to be used solely towards revenue costs;
- ‘Sport England’** means the English Sports Council of 21 Bloomsbury Street, London WC1B 3HF and sometimes referred to as “we”, “us” or “our” (as the context requires) throughout this Agreement;
- “Term”** shall have the meaning set out in clause 3 below.
- “Controller, Processor, Personal Data”** shall have the meaning set out in Data Protection law

2. Operation and Implementation

- 2.1 Subject to and conditional upon the Organisation’s acceptance of and ongoing compliance with this Agreement, Sport England shall release the Award to the Organisation in accordance with the schedule set out in the Award Agreement. Under no circumstances will Sport England be obliged to increase the amount of the Award.
- 2.2 The Award will be used solely towards financing the Project in accordance with the details set out in Section 2 of the Award Agreement or as may be otherwise agreed in writing with Sport England. Without prejudice to the generality of the foregoing, the Organisation acknowledges and agrees that the Award may not in any circumstances be used (in whole or in part) towards redundancy payments or the like which Sport England does not recognise as Project costs.
- 2.3 The Organisation will co-operate fully with Sport England at all times in the implementation of the Project and will use its best endeavours to meet the Project Objectives.
- 2.4 Delivery of the Project will comply fully with the Project Specifications, the contents of which shall not be altered materially without the prior written consent of Sport England.
- 2.5 The Organisation will not deposit any part of the Award outside ordinary business accounts within the clearing bank system without prior written authorisation from Sport England.
- 2.6 The provisions of this Agreement will apply throughout the Clawback Period.
- 2.7 The Organisation will operate fair procedures in relation to any individuals who are either denied inclusion or who are removed for any reason from the Project. The Organisation will not exclude anyone from participating in the Project on the grounds of race, religion, colour, sex (except where the Project relates to participants of one gender only, for example, women’s

football), occupation, disability or political persuasion other than in accordance with lawful justification or where positive discrimination is permitted.

2.8 If the Organisation does not spend any part of the Award referred to as Lottery Funding by the end of the Financial Year within which Sport England provides such Lottery Funding then Sport England shall, at its own discretion either:

2.8.1 exercise its rights under clause 11.1.5, subject to clause 11.2;

2.8.2 allow the Organisation to carry forward the unused amount (or a proportion of it) to the next year of this Agreement, and reduce the Award monies in that next year by an equivalent amount and for the Award to be reduced by that amount and subject to any changes Sport England might consider to be appropriate to reflect the change in Award payments;

2.8.3 allow the Organisation to carry forward the unused amount to the next year of this Agreement, without any amendment to the amount of the Award remaining outstanding,

For the purposes of this clause 2.8 sums will be deemed to be spent only in respect of goods, materials or services which have been received within the Financial Year.

Provided always that if the Organisation has been awarded Lottery Funding which has not been spent by the end of the Term, all requirements and obligations in relation to such Lottery Funding shall survive expiry or prior termination of this Agreement.

2.9 Without limiting the provisions of clause 2.8, if the Organisation has a material unused amount of Revenue Funding and/or Capital Funding then Sport England shall be entitled at its sole discretion to suspend all or part of the next payment of Revenue Funding and/or Capital Funding.

2.10 The Organisation agrees to spend any part of the Award referred to as Exchequer Funding before the end of the Financial Year in respect of which Sport England provides such Exchequer Funding. For the avoidance of doubt, the Organisation's breach of or non-compliance with this clause 2.10 shall be deemed a material breach of this Agreement for the purposes of clause 11.1.10 such breach or non-compliance results in a failure to achieve the Purpose under clause 2.2. For the purposes of this clause 2.10 sums will be deemed to

have been spent only in respect of goods, materials or services which have been received during the relevant Financial Year.

3. Term

- 3.1 The term of this Agreement (the “**Term**”) shall be from the Commencement Date until the end of the Clawback Period, unless the Agreement is brought to an end at any earlier date in accordance with its terms.
- 3.2 Termination of the Agreement, through expiration of the Term or otherwise, shall operate without prejudice to:
- 3.2.1 any rights or remedies which may have accrued to either Party prior to such termination; and
- 3.2.2 any parts of the Agreement that are expressly stated to survive termination of the Agreement.

4. Accounting

- 4.1 The Organisation will keep full and proper accounts and records in respect of the implementation of the Project. Any representative(s) or nominee(s) authorised by Sport England will be given access, at Sport England’s request, to these accounts and financial records. The Organisation shall provide such documentation and assistance as Sport England may reasonably require in order to undertake periodic reviews.
- 4.2 If at any time within the Clawback Period the operation of the Project realises a distributable profit, or contributes to the Organisation’s overall distributable profit, the Organisation shall notify Sport England in writing to that effect within 28 days of the date that the Organisation’s accounts are published and will not treat such funds as part of its usual distributable profits and accordingly will not distribute such funds in any way save for depositing the funds into the Account. An appropriate proportion (to be determined in its sole discretion by Sport England) of this profit shall, at Sport England’s absolute discretion, be either:
- 4.2.1 paid to Sport England within six months of the date of publishing of the accounts; or
- 4.2.2 transferred and retained in the Account and used solely for the purpose of delivering the Project and achieving the purposes of the Project
- 4.3 Sport England may undertake regular financial assessments of the Organisation (normally by annual review), to assess the ability of the Organisation to secure Other Funding or to provide cash partnership funding from either income directly related to the Award, or from the Organisation’s own reserves, towards the Project. Sport England reserves the right to reduce the Award as a result of any such assessment.
- 4.4 The Organisation will notify Sport England during the financial assessment of any interest earned on the Award and Sport England shall decide in its reasonable discretion whether

such interest may be retained by the Organisation for specified use or whether it should be returned to Sport England's funds.

- 4.5 In the event that a Material Change occurs in the Duration of the Project or within a reasonable period after its completion the Organisation shall submit the details to Sport England in order that it can re-consider the Project in its reasonable discretion and decide whether the Award should be revised, suspended or terminated.
- 4.6 Organisations shall submit draft annual accounts to Sport England within **eight weeks** of the end of the Organisation's financial year. Final annual accounts and balance sheets for the Operation of the Organisation will be certified by a reputable firm of Chartered Accountants and submitted to Sport England **within six months** of the end of the Organisation's financial year (even if still to be presented at the Organisation's AGM); the Auditor must certify that all expenditure of the Award has been made fully in accordance with the provisions of the Agreement.
- 4.7 The Organisation shall report quarterly to Sport England on the Account. For the purposes of these Conditions "distributable profit" realised by the Project shall be ascertained in accordance with generally accepted accounting principles and standards in the United Kingdom.

5. Payment

- 5.1 Save as otherwise agreed in writing, Sport England shall pay the Award to the Organisation in accordance with the terms and conditions of the Agreement and without prejudice to the generality of the foregoing by reference in particular to clause 2.2 and Section 1 and Section 5 of the Award Agreement.
- 5.2 The Award will be paid using Bankers Automated Clearing Scheme (BACS), or similar method, directly into the Organisation's bank account. The Organisation will be sent remittance advice informing it as to how much will be transferred into the account and the date of transfer.
- 5.3 If the Organisation fails to claim all or any part of the Award in accordance with the provisions of this Agreement Sport England shall be entitled to retain the Award or reduce the amount accordingly.
- 5.4 Sport England shall be entitled to suspend or cease payment of the Award in the following situations:
 - 5.4.1 upon the occurrence of any of the events set out in clause 11.1 and such event is continuing or is not capable of being remedied;
 - 5.4.2 whilst investigations are being carried out into any matter that might result in the Organisation being required to repay all or any part of the Award;

- 5.4.3 where the Award has been terminated in accordance with clause 11.1;
- 5.4.4 where, after considering the purpose of the Award, in Sport England's reasonable opinion, further payment of the Award would not constitute good value for money (provided that Sport England will continue to pay the Award to the extent that the Organisation has contracted for goods and services and it is not practically possible to cancel such arrangements);
- 5.4.5 where the conditions set out in 15.2 cease to prevail and Sport England reasonably determines that it has insufficient funds available to it to continue with the payment of the Award to the Organisation.

5.5 The Organisation shall repay to Sport England any part of the Award incorrectly paid to it as a result of an administrative error including (without limitation) where either an incorrect value of the Award has been released or where the Award has been released in error before all applicable terms and conditions of the Agreement have been complied with by the Organisation.

5.6 The Organisation agrees to the timely drawdown and cash flow of the grant as outlined in Section 5 of the Award Agreement.

5.7 Where the Organisation fails to operate in accordance with any draw down conditions, Sport England will de-commit the remaining funds from the Project.

6. Claiming Funding

6A - Claiming Revenue Funding

6A.1 Sport England shall consult with the Organisation as to the timing and amount of payments in respect of any Revenue Funding provided that:

6A.1.1 the final decision shall be within Sport England's discretion; and

6A.1.2 Sport England anticipates that (a) Revenue Funding of £10,000 (ten thousand pounds) or less will normally be released in one payment and (b) Revenue Funding of more than £10,000 (ten thousand pounds) will normally be released in two to four instalments on a quarterly basis.

6A.2 Within 6 months of the end of the Project Year the Organisation will confirm payment for the following year and submit a ***Statement of Grant Expenditure*** certified by either an auditor with qualifications in accordance with the Companies Act or the Head of the Internal Audit Department of the Local Authority. Sport England will send a letter requesting this information at the end of the grant offer period.

6A.3 The payment of equipment costs is subject to Sport England receiving the ***Invoice*** for the purchase of equipment together with the ***Schedule of Equipment Form***, to show the cost of each item, the number of items being purchased and the total purchase price and supporting information described in Section 5 of the Award Agreement if relevant. The Award will only be made available in advance of purchase where normal terms of sale (settlement within 30 days) do not apply and payment must be made with order or on delivery. In such circumstances the Organisation shall attach to ***the Schedule of Equipment Form*** a copy of the order or pro forma invoice confirming the payment terms. The Organisation shall supply the receipted sales invoices immediately after taking delivery of the equipment.

6A.4 For Revenue Funding first drawdown of the grant must take place within six (6) months of the award acceptance. Subsequent drawdown of the grant must take place within a maximum period of nine (9) months since the last payment date, unless otherwise agreed by Sport England.

6B - Claiming Capital Funding

6B.1 The following provisions of this clause shall apply to all Capital Funding.

6B.2 The Organisation may not submit any claim for payment of all or part of the Award until it has provided a completed ***Project Start Form*** and ***Cash Flow Forecast Form*** detailing the anticipated claim schedule for the Duration of the Project. The ***Cash Flow Forecast Form*** shall exclude any reference to voluntary labour, contributions-in-kind and other non-allowable costs which shall all be disregarded for the purposes of this Agreement.

6B.3 Where the Parties agree a Cash Flow Forecast, the Award (other than the Retention) shall be paid out by monthly instalments against the Supervising Officer's Certificate (or equivalent) and/or the Invoices and ***Interim Claim Form***, provided that the amount paid out in any month shall not exceed the aggregate of the Agreed Monthly Instalment for that month and any Carry Forward Monies (if any) remaining unexpended from any previous month and provided that Sport England shall not pay out more than twenty five per cent (25%) of the Award to the Organisation within the first two months of the Duration of the Project unless the Facility includes the purchase of land in which case this 25% cap shall not apply.

6B.4 If the Parties fail to agree a Cash Flow Forecast in accordance with Condition 6B.2, the Award (other than the Retention) shall be paid out by monthly instalments against the ***Supervising Officer's Certificate*** and/or the ***Invoices*** provided that the amount paid out in any month shall not exceed the aggregate of the Monthly Instalment for that month and any Carry-forward Monies (if any) remaining unexpended from any previous month. To claim any part of the Award (other than the Retention) the Organisation shall submit ***the Interim Claim***

Form together with the Supervising Officer's Certificate and/or the Invoices as may be appropriate.

6B.5 As set out in Section 1 of the Award Agreement a specified proportion of the Award referable to the Capital Funding shall be retained by Sport England (the "**Retention**") and shall only be paid to the Organisation in accordance with Condition(s) 6B.6 hereof.

6B.6 Subject to Conditions 6B.3 and 6B.7 Sport England shall pay the Retention to the Organisation as follows;

6B.6.1 One half of the Retention shall be paid on receipt of:

- (a) the Certificate of Practical Completion (or equivalent); and
- (b) the Statement of Anticipated Total Project Costs (this must be confirmed and signed by the Applicant and Quantity Surveyor);
- (c) the Penultimate Claim Form for the Claim of the penultimate payment of grant;
- (d) the Cash Flow Forecast.

6B.6.2 The remaining half of the Retention shall be paid on receipt of:

- (a) the form Final Claim Form;
- (b) the Certificate of Completion of Making Good Defects;
- (c) the Final Cash Flow Forecast; and
- (d) the Final Certificate or signed Statement of Final Account.

6B.7 In the event that the relevant figure set out in the ***Statement of Anticipated Total Project Costs*** and/or ***the Statement of Final Account final certificate*** is less than the amount of the Award, Sport England reserves the right not to make payment of all or any part of the Retention and to reduce the amount of the Award accordingly.

6B.8 In the event that Sport England does not receive the Statement of Final Account/Final Certificate within three (3) months of the expiry of the Defects Liability Period, Sport England reserves the right not to make payment of the remaining half of the Retention in accordance with Condition 6B.6.2 and to reduce the amount of the Award accordingly.

6B.9 If the Organisation fails to claim all or any part of the Award in accordance with this Condition by the Long Stop Date Sport England shall be entitled to retain all or any part of the Award not claimed by the Organisation and reduce the amount of the Award accordingly.

7. Monitoring and Evaluation

7.1 The Organisation agrees to establish clear lines of communication with Sport England representatives to carry out this monitoring and evaluation requirement and to respond promptly to any questions raised during the monitoring process.

Progress monitoring

7.2 All Projects which receive an Award from Sport England will be closely monitored to ensure that:

7.2.1 the Project Objectives are being met;

7.2.2 the Organisation continues to comply with the terms and conditions of the Agreement;

7.2.3 the Project continues to represent good value for money.

7.3 During project initiation and the delivery phase the Organisation must be prepared to receive site visits and permit access to authorised representative(s) and nominee(s) of Sport England, upon reasonable notice (two working days), to the Organisation's premises and facilities, equipment, documents, contracts and records and to permit Sport England to discuss any aspect of the Project with key members of its staff.

7.4 In consultation with a Sport England the Organisation will agree appropriate Project Measures and targets for the Project.

7.5 The Organisation will agree to actively monitor the Project, collecting and reporting data for the agreed measures together with feedback on progress to Sport England in the required format. The period for which the targets will be monitored will be agreed with Sport England and may extend beyond the Term if applicable.

Project reporting

7.6 The Organisation shall report to Sport England (in such format and at such times as Sport England may reasonably require). Such reports shall include a detailed review of the delivery of the Project against the Project Specifications. Once the Project is up and running the report should include a summary of achievement against the Project Objectives, and any other agreed measurement reports to measure and understand progress against delivery.

Sport England shall use progress reports to assess whether:

7.6.1 the Organisation is in breach of any term or condition of the Agreement and/or is failing to satisfactorily deliver the Project;

7.6.2 the financial controls and management of the Award by the Organisation are adequate;

7.6.3 there is some other material default or deficiency by the Organisation in implementing the Project.

Project evaluation and further actions

7.7 Sport England will notify the Organisation of any concern(s) arising from the progress reports referred to in Condition 7.6. The Organisation will respond promptly to any concerns raised and act to remedy the position to Sport England's satisfaction within 30 days of the date of such notice or any other period as Sport England may specify.

7.8 In the event that the Organisation fails to provide any requested evidence, information or undertakings in connection with Condition 7.6 or Sport England is not satisfied that the Organisation will be in a position to remedy the default or breach in question or that the measures taken by the Organisation prove to be ineffective in remedying the position, Sport England reserves the right:

7.8.1 not to make any further payments, and/or

7.8.2 to suspend or reduce the Award for such period and on such terms as Sport England may deem appropriate; and/or

7.8.3 to claim back from the Organisation the whole or part of the Award which has already been paid and which Sport England in its reasonable opinion considers to have been inappropriately allocated.

7.9 Sport England shall notify the Organisation in writing of any such decision not to renew and/or to suspend and or reduce and/or claim back elements of the Award and such decision (s) shall be without prejudice to any other rights or remedies that Sport England may have.

8. Statutory Compliance

8.1 The Organisation will comply with all statutory requirements and other laws and regulations relating to the work it carries out, the staff it employs, the goods it buys, and all laws and regulations relating to the implementation and development of the Project (including recruitment and participation). Such laws and regulations will include without limitation all relevant equality, safeguarding, human rights, health, safety and employment related laws and regulations and any guidelines and/or codes of practice which Sport England may notify to the Organisation from time to time. The Organisation must ensure that it has an appropriate equality policy, and if the Project involves work with children, young people and/or adults at risk it must also have an appropriate safeguarding policy. The Organisation will also obtain all approvals and licences and any profile checks required by law or by Sport England from time to time. The Organisation will further comply with such guidelines and/or codes of practice as are specified in the Award Agreement.

- 8.2 The Organisation will procure that any leisure operator and/or third party organisation that is carrying out services related to the Project and/or managing the Project complies with the obligations in clause 8.1 above and provides the Organisation with a copy of its equality and/or safeguarding policy.
- 8.3 Clause 8.4 will only apply in relation to a contract for the purchase of goods, services or for building works ('Procurement'), where the Procurement is over £5,000 and:
- 8.3.1 any part of the Award has been allocated by Sport England as Core Funding and/or
- 8.3.2 the Organisation directly uses any part of the Award to make or fund the Procurement.
- 8.4 Without prejudice to the generality of clause 8.1, whenever the Organisation makes a Procurement it shall ensure that it obtains a reasonable number of bids, and conducts a robust evaluation of those bids to ensure that it obtains best value for money, except where it reasonably concludes, and can demonstrate, that best value for money could be obtained through targeting a sole supplier without undertaking prior market testing.
- 8.5 The Organisation shall comply with all applicable requirements of the Public Contracts Regulations 2015 ('the Regulations'), where:
- 8.5.1 it falls within the definition of a "contracting authority" as defined in the Regulations; and/or
- 8.5.2 where it enters into any contract to which regulation 13 of the Regulations applies and more than half of the consideration payable under such contract has been funded by Sport England in connection with this Agreement.
- 8.6 Where the Organisation fails to comply with this clause 8 in relation to any contract, the Organisation may not use any Award monies to make payments under such contract and shall repay to Sport England upon demand an amount equivalent to any Award funding used to make payments under such contract.
- 8.7 The Organisation shall comply with the Governance Code, Sport England's and UK Sport's key criteria for effective governance as set out in Sport England's Strategy which can be found on Sport England's website, insofar as it applies to the Organisation. Where applicable, the Organisation must progress and achieve the requirements of its Governance Action Plan agreed with Sport England. For the avoidance of any doubt, if the Organisation fails to achieve the requirements of its Governance Action Plan (where applicable), and/or be found to be non-compliant with the Governance Code, it will be deemed to be in material breach of this Agreement for the purposes of clause 11.1.12.
- 8.8 Sport England reserves the right to require any member, subsidiary or other constituent body of the Organisation to comply with the Governance Code and provide a Governance Action

Plan within such period as Sport England requires. Sport England further reserves the right to require any body which receives the ultimate benefit of the Award from the Organisation to comply with the Governance Code. The Organisation shall take all steps required of it by Sport England to enforce this clause.

9. Acknowledgement of Award

- 9.1 The Organisation shall acknowledge the funding provided under this Award Agreement in its Annual Report and, where related to the funding provided under this Agreement, in media interviews, press releases, on social media (including but not limited to Twitter and Facebook), at events or competitions and in publications including promotional material, and on-line publications. The guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Organisation's Project.
- 9.2 As and where appropriate, the Organisation must feature the Sport England logo on all major publications and marketing materials including the Organisation's websites. If Lottery Funding is used to partly or totally produce any such publications or marketing materials, then the Sport England/National Lottery logo must be used instead of the Sport England logo. Guidance on the use of these logos can be found at <http://brandtoolkit.sportengland.org/>
- 9.3 Sport England warrants that Sport England or the Gambling Commission (as applicable) has all rights and authorities required to license the Organisation's use or display of the logos as described in clause 9.2 above.
- 9.4 Sport England may use the Organisation's name and logo(s) either (i) in the manner agreed in the Award Agreement; or (ii) in the manner to be agreed following negotiations in good faith between the parties, to promote Sport England's investment, by means of the Award, in the Organisation's Project.
- 9.5 Where agreement is reached on Sport England's use or display of the Organisation's logo(s) in connection with Sport England's promotion of its investment, by means of the Award, in the Organisation's Project, such logo(s) shall be used in a form and colour and to a design standard agreed in advance by the Organisation and shall be displayed in accordance with all relevant rules, regulations, terms and conditions and guidelines specified by the Organisation. The Organisation warrants that, where agreement is reached on Sport England's use or display of the Organisation's logo(s), the Organisation has all rights and authorities required to license such use or display.
- 9.6 Nothing in this Agreement shall be construed as a transfer of any intellectual property rights held by Sport England, the Gambling Commission or the Organisation.
- 9.7 Where the Organisation has produced or commissioned any press release or other published material that includes the Logo, the Sport England name or any editorial that refers to Sport England, the Purpose or the Award, the Organisation will (i) promptly supply to Sport England

free of charge at least one copy of any such press release; and (ii) upon Sport England's request promptly supply to Sport England free of charge at least one copy of any other such published material.

- 9.8 Where Sport England has produced or commissioned any press release or other published material that includes the Organisation's name or logo or any editorial that refers to the Organisation, the Purpose or the Award, Sport England will (i) promptly supply to the Organisation free of charge at least one copy of any such press release; and (ii) upon the Organisation's request promptly supply to the Organisation free of charge at least one copy of any other such published material.
- 9.9 The Organisation will keep Sport England informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Award, 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 Sport England's grant of the Award by taking credit due to Sport England for that funding, and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor. For the avoidance of doubt, this clause shall not prevent the sponsor taking full credit for its own funding.
- 9.10 As and where appropriate, the Organisation must use social media to acknowledge the investment by Sport England and/or the National Lottery using the appropriate handles. Guidance on this use of social media can be found at <https://brandtoolkit.sportengland.org/social-media/>.

10. Miscellaneous Warranties

10.1 The Organisation warrants, undertakes and agrees that:

- 10.1.1 all financial and other information concerning the Organisation and the Project comprised in the Project Specifications or otherwise disclosed to Sport England is to their best of its knowledge and belief, true and fair;
- 10.1.2 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 it from meeting its obligations in connection with the Award;
- 10.1.3 it is not aware of anything in its own affairs, which it has not disclosed to Sport England or any of its advisers, which might reasonably have influenced the decision of Sport England in making the Award on the terms contained in the Agreement;
- 10.1.4 since the date of the previously audited or published accounts there has been no material change in the financial position or prospects of the Organisation;

- 10.1.5 everything identified in the Project is owned or controlled by the Organisation and the Organisation has access to it to fulfil the Project;
- 10.1.6 it is the sole beneficial owner of the Organisation's name and logo;
- 10.1.7 it will comply with all statutory requirements and other laws and regulations relating to the implementation and delivery of the Project as set out in clause 8;
- 10.1.8 it will not act or authorise or permit any person associated with the Project to act in any way which, in the reasonable opinion of Sport England, could bring the Project and/or Sport England into disrepute. If the Organisation believes that any such act has taken place, it will notify Sport England immediately and provide full details;
- 10.1.9 for Projects involving equipment purchase, it will not sell or dispose of Sport England funded equipment without written authorisation from Sport England, who will have the sole discretion to decide whether any proceeds may be retained by the Organisation for specified use within the Project or returned to Sport England;
- 10.1.10 it will from time to time, on being required to do so by Sport England, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to Sport England as Sport England may reasonably consider necessary for giving full effect to the Agreement and securing to it the full benefit of the rights, powers and remedies conferred upon it in the Agreement.
- 10.1.11 in relation to Projects in receipt of Capital Funding:
- (a) there are no mortgages, charges or liens, legal or equitable, specific or floating, affecting the Facility or the site upon which it is to be built ("the **Site**");
 - (b) there are no adverse claims or disputes or outstanding orders or notices affecting the Facility or the Site which will materially adversely affect the use of the Facility or the Site for the Project;
 - (c) there is no one in adverse possession of all or any part of the Facility or the Site and no one has acquired or is acquiring any rights adversely affecting all or any part of the Facility or the Site.
 - (d) neither the Facility or the Site, nor the Organisation in relation to the Facility or the Site, is subject to any covenants, obligations, exceptions, reservations, rights, easements, encumbrances, options or interests (including without limitation overriding interests) which will materially adversely affect the use of the Facility or the Site for the Project.
 - (e) The Applicant is the legal and beneficial owner of the Site.

11. Suspension and Termination

11.1 Without prejudice to Sport England's other rights and remedies, Sport England 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 by notice in writing upon such terms and for such period as Sport England may in its absolute discretion determine and (in either case) require the full amount of Award released to the Organisation (or such other sum as Sport England may require) to be repaid to Sport England on demand, and/or any future payments be stopped, if:

11.1.1 the Organisation ceases to operate for any reason or becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or enters into any arrangement or composition for the benefit of its creditors;

11.1.2 there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;

11.1.3 if the Organisation fails to provide an acceptable explanation as to why a successful tender was accepted;

11.1.4 in the reasonable opinion of Sport England the Organisation fails to comply with its obligations under this Agreement as to delivery of the Project objectives;

11.1.5 where the Organisation fails to complete the Project at all or fails to complete the Project by an agreed time (unless such failure was due to factors beyond the Organisation's control);

11.1.6 within the Clawback Period, the Organisation fails to comply with or breaches any term or condition of the Award;

11.1.7 in the reasonable opinion of Sport England, any assurance given, or information contained within the Project Specifications or other documents submitted by the Organisation to Sport England were completed fraudulently, incorrectly or misleadingly in any material particular;

11.1.8 the Organisation or any of its employees or persons acting under the control or authority of the Organisation has acted fraudulently or negligently so as to have a material effect the completion development or management of the Project generally;

11.1.9 the circumstances set out in clause 4.5.

11.1.10 the Organisation being in breach of clause 2.8.1 or clause 2.10.

11.1.11 there is (or will be) insufficient Lottery Funding and/ or Exchequer Funding available to Sport England for it to fund the Award;

11.1.12 the Organisation failing to comply with the Governance Code; or

11.1.13 the Organisation being in breach of any Project Conditions.

11.2 If Sport England chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of provisions 11.1.7-11.1.8 above, or indicates its intention to remain in default of any such provision, Sport England may terminate this Agreement immediately upon notice in writing to the Organisation.

11.3 The Organisation shall repay to Sport England any part of the Award incorrectly paid to it as a result of an administrative error including (without limitation) where an incorrect amount of the Award has been released or where the Award has been released in error before all applicable terms and conditions have been complied with by the Organisation.

12. Deficits/Surplus

12.1 Where the Organisation is carrying forward an ongoing deficit on the Project at the end of any quarter, there will be no corresponding increase in the Award, unless otherwise agreed in writing by Sport England.

12.2 If at the end of any quarter or period the Organisation is carrying forward an ongoing surplus on the Project, Sport England reserves the right to adjust future payments.

12.3 Sport England may review and reduce the amount of the Award if the final total allowable expenditure is less than the total Project cost or if the aggregate funding obtained for the Project, particularly from sources of public grants exceeds its cost. The Award may be reduced or a refund of part of the Award shall be repayable as determined by Sport England in its absolute discretion, but such reduction or refund shall not exceed the amount of the underspend.

13. Mortgage Disposal, Lease, or Change of Use of the Facility

13.1 Subject to the terms of any charge(s) to which Sport England shall previously have consented the Facility or any part of it may only be sold, transferred, leased or otherwise disposed of, or cease to be used for the sports purposes previously approved by Sport England, with prior written approval of Sport England. Such approval shall, in part, be conditional upon the provisions of the following paragraph being satisfied. The Organisation agrees to give written

notice to Sport England a reasonable period before it enters into any such sale, transfer, lease, disposal or change of use or any agreement for the same and:

13.1.1 if sold or transferred, the Organisation shall ensure that the sale or transfer will be at full market value; such valuation to be assessed by an independent surveyor experienced in the valuation of sporting facilities and approved in writing by Sport England. An appropriate proportion of the proceeds (determined by Sport England by reference to the proportion of the original Facility purchase and development cost met by Award and taking account of the period of use) will be surrendered to Sport England unless otherwise agreed in writing in advance by Sport England;

13.1.2 if leased, or otherwise disposed of, or ceases to be used for the sports purposes approved by Sport England, the market value of the Facility will be assessed by an independent surveyor approved in writing by Sport England and an appropriate proportion of such value (determined by Sport England by reference to the proportion of the original purchase and development cost of the Facility met by the Award and taking account of the period of use) will be surrendered to Sport England on demand unless otherwise agreed in writing in advance by Sport England.

13.2 The Facility is not and will not be subject to any mortgage, debenture, pledge, loan or legal charge secured upon the whole or any part of it, and will not be subject to any lien or other encumbrance which affects or will affect any part of the Facility during the Clawback Period without the prior written agreement of Sport England which consent at present only extends to the existing or proposed charge(s) referred to in Section 2 of the Award Agreement.

13.3 With regard to Capital Funding only, in the event that the Award which is to contribute to the cost of the construction or development of the Facility or purchase of land for the Facility or purchase of equipment for the Project exceeds £150,000 in value (whether the same relates to land which is registered as at the date hereof or subsequently becomes registered) Sport England shall require the Organisation to:

13.3.1 permit Sport England to enter a restriction or caution in respect of the property at HM Land Registry in respect of the registered title; or

13.3.2 grant or cause to be granted to Sport England a first ranking legal charge over the property in such form as Sport England may reasonably require; and

13.3.3 in either case the Organisation shall (without charge to Sport England) execute such further documents and provide such assistance as Sport England may reasonably require in order to effect either of the foregoing.

14. Exclusion of Liability, Indemnity and Security

14.1 Sport England, 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 will 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 terms and conditions of this Award or with the Project Specifications.

14.2 The Organisation will indemnify and hold harmless Sport England, 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 has resulted from the negligent act or omission of Sport England. In this latter connection, the Organisation agrees to provide prompt notice to Sport England of any such claim, and Sport England shall have the sole right to control the defence of any such claim.

15. Sport England Funding

15.1 The Organisation acknowledges and agrees that the Award is to be paid out of public money and that Sport England is accountable for its distribution. Accordingly the Organisation acknowledges and agrees that Sport England, in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions, may require as a condition of Award, inter alia, that the organisation creates a charge over its assets in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions.

15.2 The Organisation acknowledges and agrees that payment of the Award may come from different places, including from the Exchequer and the National Lottery, and can only be guaranteed whilst Sport England:

15.2.1 remains entitled to receive and distribute funds thus generated on the same or substantially the same terms as exist at the date of this Agreement; and

15.2.2 has access to sufficient funds to meet grant payments at the time of the Organisation requesting payment of the Award

provided that Sport England will notify the Organisation as soon as it becomes aware of the possibility of any of the above situations arising.

15.3 Sport England reserves the right to amend the terms of the Award upon notice to the Organisation if such entitlement and/or the terms on which it is made available to Sport England materially alter and/or if required to do so pursuant to or in order to comply with the National Lottery etc Act 1993 (or an amendment thereto) and/or any directions issued under that Act or by government in relation to Exchequer or Lottery Funding.

16. Tax

16.1 Nothing in this Agreement is intended to create a VAT taxable supply. The Parties shall cooperate in good faith in resisting any argument by HM Revenue and Customs that VAT is payable in respect of the Award. In the event, however, that HM Revenue and Customs determines that any part of this Agreement does create a right or obligation which gives rise to the payment of VAT, the Organisation (and not Sport England) shall be responsible for such VAT obligations.

17 Confidentiality and Freedom of Information

17.1 Subject to the following provisions of this clause 17 neither Party shall, without the other Party's prior written consent, use or disclose any confidential information relating to the other Party which it learns as a consequence of entering into or performing this Agreement or drafting and delivering the Plan.

17.2 The above limitations on use and disclosure shall not apply to information disclosed by either Party pursuant to the requirements of a governmental authority or judicial order or legal requirement e.g. disclosure required under the Freedom of Information Act 2000 ('FOI Act') or to information already in the public domain (otherwise than as a result of a breach of confidence by a Party), provided that, insofar as is reasonably practicable a Party consults with the other Party before disclosing any information pursuant to this clause 17.2.

17.3 The Parties acknowledge and agree that Sport England is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by Sport England (or by the Organisation on Sport England's behalf). Such information may extend to the contents of this Agreement and other documents and information relating to it. The Organisation shall without charge promptly provide all such assistance as Sport England may reasonably require in order that Sport England may comply with lawful and proper requests for access to documents and information held by the Organisation on Sport England's behalf.

17.4 Insofar as is reasonably practicable, Sport England will give the Organisation notice of and an opportunity to make representations in respect of any requests for access to documents or information relating to this Agreement, provided always that the decision whether or not to permit access to such documents or information shall remain within the absolute discretion of Sport England.

17.5 The Parties are independent data controllers within the meaning of Data Protection law and shall be responsible for the compliant processing of any personal data under their respective control. Sport England processes any personal data provided by you in accordance with its public task and handles such data in line with its Privacy Statement.

18 General

18.1 The Parties agree that this Agreement (including the schedules) is the entire agreement between the Parties and supersedes all proposals 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 Agreement.

18.2 The Organisation shall not assign mortgage or charge or in any other way dispose of this Agreement or any of its rights (including the right to any sums payable) hereunder, nor shall the Organisation sub-contract any of its obligations under this Agreement (unless specifically provided for hereunder) without the prior written consent of Sport England. Sport England shall be entitled, on prior written notice, to assign the benefit and burden of this Agreement to any successor body of Sport England.

18.3 The Organisation is an independent body and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, relationship of agency or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute or place the Parties in the relationship of partners, joint ventures, agent and principal or employer and employee.

18.4 This Agreement may only be modified by written agreement duly signed by both Parties.

18.5 If at any time one or more provisions of this 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.

18.6 Any failure, relaxation, forbearance, delay or indulgence by Sport England in enforcing any of the terms or conditions of this 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 Sport England prejudice or affect or restrict any of Sport England's rights arising under this Agreement or be deemed a waiver by Sport England of any breach or subsequent or continuing breach.

18.7 Any notices to be served under this Agreement shall be in writing and served at the addresses set out in this Agreement.

18.8 The Parties undertake to use their best endeavours, wherever practicable, to resolve any dispute arising out of or in connection with this Agreement. If the dispute cannot be resolved

amicably within a reasonable time at working level the Parties shall comply with the following procedure:

- 18.8.1 The dispute shall firstly be referred to the respective Chief Executives (or equivalent) of the Parties for discussion and resolution;
 - 18.8.2 In the event that the Chief Executives fail to resolve the matter within 14 days of referral to them the Parties shall seek to resolve the matter in good faith by Alternative Dispute Resolution (“ADR”) at the Centre for Dispute Resolution (“CEDR”);
 - 18.8.3 If the Parties fail to agree terms of settlement within six (6) months of the commencement of the ADR procedure then the dispute may be dealt with by litigation in the courts of England. The commencement of the ADR procedure shall be the request to CEDR by the Parties for an ADR procedure.
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- 18.9 Unless the right of enforcement is expressly provided, it is not intended that any third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. The Parties may by agreement rescind or vary this Agreement without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.
 - 18.10 The construction, performance and validity of this Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Parties submit to the non-exclusive jurisdiction of the English courts.
 - 18.11 Sport England, at its absolute discretion, may from time to time designate the Organisation and the investment into that Organisation as Tier 1, Tier 2 or Tier 3 in accordance with the Governance Code.
 - 18.12 If any part of the Award is used directly or indirectly to purchase or develop intellectual property rights then the Organisation will take all necessary steps to protect such rights against claims from third parties and such rights shall not be exploited without Sport England’s prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. The Organisation understands and accepts that if the Organisation provides the consent it may be subject to conditions requiring repayment of the Award or you sharing any money received.
 - 18.13 The granting of any consent under this Agreement cannot be taken as formal support or consent from Sport England or any other body to any related planning application in the context of the Town and Country Planning Act 1990.

18.14 The Organisation shall pay Sport England's reasonable costs, if required by Sport England, in considering the granting of any consent under this Agreement.

19 Distributions Restrictions

19.1 The National Lottery Act 1993 has detailed directions under what circumstances lottery distributor functions can be delegated. As such, Sport England has never intentionally supported a community chest approach of providing lottery money to a recipient of funding or agent acting on behalf of a recipient of funding to go towards another grant programme, which results in a secondary funding decision process. The Organisation shall ensure that, in applying for and/or receiving the Award, it does not do anything which would result in the secondary distribution of lottery monies received from Sport England.

19.2 In all relevant communications, the Organisation shall:

19.2.1 ensure there is no implication that it is directly distributing lottery monies (except in respect of any relationship as agent pre-approved by Sport England); and

19.2.2 clearly state that such funding is subject to Sport England's final approval.