

«TITLE» «First_name» «Surname»

«Organisation_Name»

«PL_AD_ADDRESS»

«PL_AD_ADDRESS_USER1»

«PL_AD_ADDRESS_USER2»

«PL_AD_POSTCODE»

04 February 2020

Ref: «Grant_Ref»

Dear «TITLE» «Surname»

This letter supersedes our previous grant offer made to you on the XX Month YEAR. Delete if not appropriate.

«ORGANISATION_NAME»: «PROJECT_NAME»

The Foundation has approved a capital grant offer of «Grant_percentage»% of a total project cost of £«Project_value» (of which £«Eligible» is considered eligible), subject to a **maximum payment of £«Grant_value»**, to «Organisation_Name» towards «project_name» and delivery of the aims and objectives detailed in the Application and the Football Development Plan submitted as part of your application, (which is available at your Grantshot portal) in accordance with the General Terms and Conditions enclosed with and set out in this letter. The definitions in the General Terms and Conditions attached also apply in this letter.

1. **Additional Conditions** Check through these conditions, and if any are missing/incorrect, edit them in Focal Point and refresh the recipient list.

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

Pre-construction conditions

- That the Organisation shall at their own cost grant a charge to the Foundation over the property on which the Facility is being developed ("the Property") and enter a restriction on the registered title to the Property as detailed in clause 21 of the General Terms and Conditions.
 - The Organisation's solicitors must provide a solicitor's undertaking that the Organisation will pay the Foundation's legal costs of putting the charge in place as set out in the guidance note provided.
 - The Organisation's solicitors must provide a satisfactory certificate of title in the Foundation's standard form.
 - If the grant of a charge is likely to cause delays, the Foundation, may agree in writing to give the Organisation permission to **[start construction of the Facility/draw down grant]** before the certificate of title has been provided or before the charge is completed, but not before the solicitor's undertaking has been given, and in the event of such permission having been given, receipt of a satisfactory certificate of title and completion of the charge will be treated as a Final 5% Condition.
- That the Organisation shall at their own cost enter (or permit the Foundation to enter) a restriction on the registered title to the property on which the Facility is being developed ("the Property") as detailed in clause 21 of the General Terms and Conditions or a caution against first registration in the case of unregistered land and, if requested to do so by the Foundation, enter into a deed of dedication in relation to the Property. Further:
 - The Organisation's solicitors must provide a solicitor's undertaking that the Organisation will pay the Foundation's legal costs of putting the restriction or caution and deed of dedication in place as set out in the guidance note provided.
 - «PreCon_Con_1»
 - «PreCon_Con_2»
 - «PreCon_Con_3»
 - «PreCon_Con_4»
 - «PreCon_Con_5»
 - «PreCon_Con_6»
 - «PreCon_Con_7»
 - «PreCon_Con_8»
 - «PreCon_Con_9»
 - «PreCon_Con_10»
 - «PreCon_Con_11»
 - «PreCon_Con_12»

- «PreCon_Con_13»
- «PreCon_Con_14»
- «PreCon_Con_15»
- «PreCon_Con_15»
- «PreCon_Con_16»
- «PreCon_Con_17»
- «PreCon_Con_18»
- «PreCon_Con_19»
- «PreCon_Con_20»
- «PreCon_Con_21»
- «PreCon_Con_22»
- «PreCon_Con_23»
- «PreCon_Con_24»
- «PreCon_Con_25»
- «PreCon_Con_26»
- «PreCon_Con_27»
- «PreCon_Con_28»
- «PreCon_Con_29»
- «PreCon_Con_30»

Please Note: No grant will be payable if construction of the Facility starts without written permission to proceed from the Football Foundation.

Pre-claim capital conditions

- «Pre_Claim_Con_1»
- «Pre_Claim_Con_2»
- «Pre_Claim_Con_3»
- «Pre_Claim_Con_4»
- «Pre_Claim_Con_5»
- «Pre_Claim_Con_6»
- «Pre_Claim_Con_7»
- «Pre_Claim_Con_8»
- «Pre_Claim_Con_9»
- «Pre_Claim_Con_10»
- «Pre_Claim_Con_11»
- «Pre_Claim_Con_12»
- «Pre_Claim_Con_13»
- «Pre_Claim_Con_14»
- «Pre_Claim_Con_15»
- «Pre_Claim_Con_16»
- «Pre_Claim_Con_17»
- «Pre_Claim_Con_18»
- «Pre_Claim_Con_19»
- «Pre_Claim_Con_20»
- «Pre_Claim_Con_21»
- «Pre_Claim_Con_22»

- «Pre_Claim_Con_23»
- «Pre_Claim_Con_24»
- «Pre_Claim_Con_25»
- «Pre_Claim_Con_26»
- «Pre_Claim_Con_27»
- «Pre_Claim_Con_28»
- «Pre_Claim_Con_29»
- «Pre_Claim_Con_30»

Pre-claim revenue conditions

- None.

Pre-opening conditions

- «Preopening_Con_1»
- «Preopening_Con_2»
- «Preopening_Con_3»
- «Preopening_Con_4»
- «Preopening_Con_5»
- «Preopening_Con_6»
- «Preopening_Con_7»
- «Preopening_Con_8»
- «Preopening_Con_9»
- «Preopening_Con_10»
- «Preopening_Con_11»
- «Preopening_Con_12»
- «Preopening_Con_13»
- «Preopening_Con_14»
- «Preopening_Con_16»
- «Preopening_Con_17»
- «Preopening_Con_18»
- «Preopening_Con_19»
- «Preopening_Con_20»
- «Preopening_Con_21»
- «Preopening_Con_22»
- «Preopening_Con_23»
- «Preopening_Con_24»
- «Preopening_Con_25»
- «Preopening_Con_26»
- «Preopening_Con_27»
- «Preopening_Con_28»
- «Preopening_Con_29»
- «Preopening_Con_30»

Ongoing conditions

- «Post_Completion_Con_1»
- «Post_Completion_Con_2»

- «Post_Completion_Con_3»
- «Post_Completion_Con_4»
- «Post_Completion_Con_5»
- «Post_Completion_Con_7»
- «Post_Completion_Con_8»
- «Post_Completion_Con_9»
- «Post_Completion_Con_10»
- «Post_Completion_Con_11»
- «Post_Completion_Con_12»
- «Post_Completion_Con_13»
- «Post_Completion_Con_14»
- «Post_Completion_Con_15»
- «Post_Completion_Con_16»
- «Post_Completion_Con_17»
- «Post_Completion_Con_18»
- «Post_Completion_Con_19»
- «Post_Completion_Con_20»
- «Post_Completion_Con_21»
- «Post_Completion_Con_22»
- «Post_Completion_Con_23»
- «Post_Completion_Con_24»
- «Post_Completion_Con_25»
- «Post_Completion_Con_26»
- «Post_Completion_Con_27»
- «Post_Completion_Con_28»
- «Post_Completion_Con_29»
- «Post_Completion_Con_30»

Final 5% conditions

In addition to those detailed in paragraph 8.1.1 of the General Terms and Conditions, the following conditions must be met before the final 5% of the capital Grant is paid:

- «Final_5_Con_1»
- «Final_5_Con_2»
- «Final_5_Con_3»
- «Final_5_Con_4»
- «Final_5_Con_5»
- «Final_5_Con_6»
- «Final_5_Con_7»
- «Final_5_Con_8»
- «Final_5_Con_9»
- «Final_5_Con_10»
- «Final_5_Con_11»
- «Final_5_Con_12»
- «Final_5_Con_13»
- «Final_5_Con_14»

- «Final_5_Con_15»
- «Final_5_Con_16»
- «Final_5_Con_17»
- «Final_5_Con_18»
- «Final_5_Con_19»
- «Final_5_Con_20»
- «Final_5_Con_21»
- «Final_5_Con_22»
- «Final_5_Con_23»
- «Final_5_Con_24»
- «Final_5_Con_25»
- «Final_5_Con_26»
- «Final_5_Con_27»
- «Final_5_Con_28»
- «Final_5_Con_29»
- «Final_5_Con_30»

- 1.2 Until the pre-construction and pre-claim capital conditions are fulfilled, no Grant will be payable.
- 1.3 Until the pre-claim revenue conditions are fulfilled, no revenue Grant will be payable.
- 1.4 Until the final 5% conditions are fulfilled, the final 5% of the capital Grant will not be paid.
- 1.5 The Organisation must request the first payment of Grant **within six months of the date of the Grant Offer Letter**, unless otherwise agreed in writing by the Foundation. See section 7.7 of the General Terms and Conditions for more detail.
- 1.6 The Organisation must request the last payment of the Grant **within [two/12 months] of the date that the first claim is paid by the Foundation**, unless otherwise agreed in writing by the Foundation. See section 7.8 of the General Terms and Conditions for more detail. **Amend as necessary for purchase items.**

2. Acceptance

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

- 2.2 No Grant Agreement comes into existence between the Football Foundation and the Organisation, and accordingly the Football Foundation is not bound to make payment of the Grant, unless and until a signed Grant acceptance form has been received by the Football Foundation and where applicable the specific requirements set out in paragraph 1.1 above have been fulfilled to the Football Foundation's satisfaction.
- 2.3 If you wish to accept this Grant on the terms stated herein **please return one original copy of the attached form of acceptance**, duly signed and dated by two authorised signatories to our Technical Project Manager. You should retain the other copy, which, together with this letter, will constitute the Grant Agreement between the Football Foundation and the Organisation.

3. Payment of the grant

- 3.1 **Capital Grants.** On compliance with the pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 and on receipt of appropriately completed claim forms and relevant supporting documents, the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost. This will continue until 95% of the Grant has been released. The remaining 5% of the Grant will be paid on receipt of written evidence of completion of the Project in accordance with clause 8 or clause 9 of the General Terms and Conditions and any other specific final 5% claim conditions referred to in clause 1.1, if any.
- 3.2 **Revenue Grants.** On compliance with the pre-claim revenue conditions set out in paragraph 1.1 above and on receipt of satisfactory completed revenue claim forms and relevant supporting documents, the Foundation will pay claims six monthly in arrears at the percentage rate detailed in Schedule 1.
- 3.3 Your Organisation must ensure that sufficient funds are retained to meet the balance of any costs and to cover the period between the penultimate payment and completion of the work to be funded by the Grant.
- 3.4 Claim forms can be downloaded from the Football Foundation website and completed and returned as the work progresses. Each form must include a completed statement of expenditure and details of the net value of the work completed at each claim stage (excluding voluntary labour, other contributions in kind, contractual retention fees and other non-allowable costs). The form must be counter-signed by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.
- 3.5 Payments will be made by Bankers Automated Clearing Services (BACS) directly into a valid bank account.

4. Signage and Publicity

- 4.1 Please note that you have been awarded the grant from the Premier League & The FA Facilities Fund (PL/FA:FF), and not the Football Foundation (which is the delivery organisation of this Fund). Accordingly, please ensure that you describe this funding as coming from the PL/FA:FF in all public communications, such as websites, press releases and newsletters.
- 4.2 Your attention is drawn to the provisions of clause 10 of the General Terms and Conditions. The Foundation will provide official signs to give recognition to the financial support provided by the PL/FA:FF. Your Technical Project Manager will be liaising with you to begin the process of ordering and installing this signage.
- 4.3 You are asked to contact the Foundation's Communication Team a minimum of six weeks prior to the provisional date of any event you hold to officially open your new facility. The Communications Team can be contacted on 0345 345 4555 Ext. 4292 or at events@footballfoundation.org.uk. Also, please be aware that the Foundation will be writing to your local MP to inform them of your grant award.
- 4.4 **Please note:** the purdah rules that restrict publicity of public investment projects, during general election periods, began on Wednesday 6 November 2019. As a recipient of public money, **the Football Foundation and its grantees** are therefore restricted on publicising any of our funding within grassroots football until after a new government is formed, which is anticipated to be 13 December 2019, at the earliest.

To arrange for publicity to be co-ordinated, which can be sent out once the new government has formed, please contact Jack Cavilla at jack.cavilla@footballfoundation.org.uk or on 0345 345 4555 ext. 4292.

5. Project Monitoring

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

6. Increased Costs and VAT

- 6.1 If at any time the total expenditure for the Project exceeds the estimated amount stated in the Grant Offer Letter, there will be no corresponding increase in the Grant even if additional costs arise that were previously unforeseen and in particular the Foundation will not increase its Grant if VAT becomes payable. You should seek specific advice about your Organisation's VAT status and the Project's liability to VAT.

- 6.2 The Foundation also reserves the right, if the final total allowable expenditure is less than the estimated expenditure to review the amount of the Grant and, where it considers appropriate, to reduce the Grant payable or to demand a refund of part of the Grant. The amount of such reduction or refund shall be determined by the Foundation at its discretion but shall not exceed the amount of the under-spend.
- 6.3 The Foundation pays its Grant as a percentage of Project costs subject to a maximum sum. The amount of the Grant payable by the Foundation will therefore be less than the maximum stated if your Project is delivered under budget.

7. Your rights to privacy

- 7.1 On 25 May 2018, new law came into effect in the UK which updates your rights to privacy and changes the rules about how we can use your personal information.
- 7.2 The Football Foundation values our relationship with you and therefore takes your rights to privacy seriously. We have therefore updated our privacy statement to explain what personal information we collect about you, how we use and look after it, and your rights. We want to share this with you so that you are clear about our obligations and your rights, and in case you have any questions for us. The privacy statement can be found on our website.
- 7.3 The privacy statement contains important information about your rights to privacy, so we encourage you to take the time to read it.

If you have any questions about this letter, please contact your Technical Project Manager «TPM» on «TA_Phone». **All correspondence regarding your project should also be addressed to your Technical Project Manager**

Yours sincerely

Dean Potter
Director of Grant Management

cc: «CDM», County Development Manager, «Grant_CFA» County FA

ACCEPTANCE OF GRANT CONTRACT

«ORGANISATION_NAME»: «PROJECT_NAME»

First signature:

I am pleased to accept the Grant offer on the terms of the Grant Offer Letter and the General Terms and Conditions attached to it. I understand that no legal obligations to the Football Foundation exist until such time as we make a claim to draw down the Grant. I am empowered to sign this acceptance form on behalf of the Organisation.

Name (BLOCK CAPITALS) _____

Position _____

Signature _____ Date _____

Second signature:

I am pleased to accept the Grant offer on the terms of the Grant Offer Letter and the General Terms and Conditions attached to it. I understand that no legal obligations to the Football Foundation exist until such time as we make a claim to draw down the Grant. I am empowered to sign this acceptance form on behalf of the Organisation.

Name (BLOCK CAPITALS) _____

Position _____

Signature _____ Date _____

Ref: «Grant_Ref»

«Organisation_Name»

**I have enclosed proof of the bank account that the grant will be paid into
(a copy of the bank statement or paying-in slip).**



ACCEPTANCE OF GRANT CONTRACT

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Name (BLOCK CAPITALS) _____

Position _____

Signature _____ Date _____

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«Organisation_Name»

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