

APPENDIX A 2
Football Foundation
AGPs

Football 
Foundation



RECEIVED

06/06/13

Mr M Fox
Robert Clack School
Gosfield Road
Dagenham
Essex
RM8 1JU

Ms H Jenner
London Borough of Barking and Dagenham
Children's Services
Town Hall
1 Town Square
Barking
IG11 7LU

31 May 2013

Ref: G78095

Dear Mr Fox and Ms Jenner

THE ROBERT CLACK SCHOOL IN PARTNERSHIP WITH THE LONDON BOROUGH OF BARKING AND DAGENHAM: NEW 3G AGP

The Foundation has approved a capital grant offer of **73%** of a total project cost of £618,435 subject to a **maximum payment of £448,435** to **The Robert Clack School in partnership with the London Borough of Barking and Dagenham** towards a new 3G AGP and delivery of the aims and objectives detailed in the Application and the enclosed Football Development Plan 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.

This grant is offered jointly to **The Robert Clack School in partnership with the London Borough of Barking and Dagenham** (together the "Organisations" or "Applicant").

1. Additional Conditions

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

Pre-construction conditions

- That the applicant notifies Sport England of the proposed development.



The Football Foundation Whittington House · 19-30 Alfred Place London WC1E 7EA
T 0845 345 4555 F 0845 345 7057 E enquiries@footballfoundation.org.uk W www.footballfoundation.org.uk

Registered Charity Number 1079309 Registered in England and Wales Company limited by guarantee Company Number 3876305

Improving facilities • creating opportunities • building communities

- That a full planning permission document is agreed in writing by the Foundation.
- That the final design, tender documents and processes are agreed in writing by the Foundation prior to tendering.
- That the tender evaluation report and tenders are agreed in writing by the Foundation, prior to the contractor being appointed.
- That the Club provides evidence for the bank account that the grant will be paid into before any funds are released. This must be in the form of a copy of a bank statement or paying-in slip.
- The Organisations 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 Organisations' solicitors must provide a solicitor's undertaking that the Organisations 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.
- That all revenues generated by the AGP, net of contributions made into an annual sinking fund, are ring-fenced into a football development fund held by the applicant.
 - The purpose of this fund will be to re-invest into football activities/programmes or further football facility improvements.
 - This football development fund and the related sinking fund shall be reviewed on an annual basis and any re-investment decisions taken by a small working group made up of the applicant, relevant club/s and representatives from the Essex FA.
 - Applicants will be required to present annual accounts relating to AGP income and sinking funds to the Football Foundation as part of on-going Monitoring and Evaluation obligations.

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

- That the AGP meets the standards for full size pitches contained within the FA Artificial Pitch Guidelines 2010.
- That all the goal posts at the site comply with the FA Goals for Football: Guidance Note and must comply with BSEN748:2004, BS8461:2005+A1:2009 and BS8462: 2005+A2:2012.

- That the applicant produces a cashflow forecast which illustrates when the Foundation grant will be drawdown.

Pre-claim revenue conditions

- None.

Pre-opening conditions

- That prior to the facility opening, the programme of use and pricing policy is forwarded to the Foundation, FA and CFA for approval.

Ongoing conditions

- That yearly reports against the Football Development and Business Plans are submitted to the Foundation. These should be attached to the electronic Annual Monitoring & Evaluation Returns Form that the Foundation will send you on a yearly basis.

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:

- That a representative of the maintenance staff attends and passes an Institute of Groundsmanship approved course on synthetic pitch maintenance.
- That a detailed maintenance plan is produced in conjunction with the appointed supplier and agreed in writing by the Foundation prior to opening.
- That the applicant requests their contractor(s) to complete the data input on the Economic Research form provided, from commencement of the works, and issues the completed form to the Foundation on completion of the project. This data will help inform the Foundation's research into the economic benefits of its funding programmes.

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

2. **Acceptance**

2.1 The Organisations have **two months from the date of the Grant Offer Letter** to accept the terms and requirements of this Grant. If the Organisations do 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 Organisations, 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 from both organisations 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 copy of each of the attached form of acceptance**, duly signed and dated by two authorised signatories to our Investment Programme Manager, Ben Dunning. You should retain the other copy, which, together with this letter, will constitute the Grant Agreement between the Football Foundation and the Organisations.

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 The Organisations 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 I enclose claim forms, which should be 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, but you will be sent a remittance advice telling you exactly how much is being transferred into your account and the date. **Please complete and return the bank details form enclosed.**
4. **Signage and Publicity**
 - 4.1 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 Foundation. Please contact the Foundation's authorised signage contractor, Icon Display, on 020 8269 6229, to determine the appropriate signage for your project and to arrange for its installation.
 - 4.2 To secure appropriate press coverage of this award, **you should treat the details of this letter as private and confidential** until you have discussed the offer with our Events Team on 0845 345 4555 Ext: 4282 or at events@footballfoundation.org.uk.

4.3 To maximise publicity and discuss the official opening of your project, you are asked to contact the above mentioned Events Coordinator a minimum of six weeks prior to the opening.

4.4 Please note that any material you publish in relation to your Grant must carry the Football Foundation logo and any references you make to it in the media and other information outlets at any time must acknowledge the investment by the Football Foundation. A logo can be obtained from www.footballfoundation.org.uk/logos. Please get prior permission from our Events Team before printing any material that contains the Foundation logo. The Events Team can be contacted at events@footballfoundation.org.uk.

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. **Privacy and Data Protection Statement**

7.1 Please ensure that you are familiar with the Football Foundation's Privacy and Data Protection statement which explains how information about you will be processed and stored. By applying for a grant from the Football Foundation you are agreeing to us being able to record and process relevant information about you. A link to the statement can be found here: <http://www.footballfoundation.org.uk/privacy-statement>.

If you have any questions about this letter, please contact your Investment Programme Manager, Ben Dunning, on 0845 345 4555 Ext 4293. **All correspondence regarding your project should also be addressed to your programme manager.**

Yours sincerely

A handwritten signature in black ink, appearing to read 'D. McDermott', written over a faint horizontal line.

Dave McDermott
Director of Investment

cc: Mark Liddiard, Regional Facilities and Investment Manager, The FA
Paul Creeden, Regional National Game Manager, The FA
Brendan Walshe, Development Manager, Essex County FA

ACCEPTANCE OF GRANT CONTRACT

THE ROBERT CLACK SCHOOL: NEW 3G AGP

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 *W. Jenner* Date 6/6/13

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 exists 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: G78095

The Robert Clack School in partnership with the
London Borough of Barking and Dagenham

ACCEPTANCE OF GRANT CONTRACT

THE ROBERT CLACK SCHOOL: NEW 3G AGP

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 *W. Jenner* Date 6/6/13

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: G78095

The Robert Clack School in partnership with the
London Borough of Barking and Dagenham

ACCEPTANCE OF GRANT CONTRACT

LONDON BOROUGH OF BARKING AND DAGENHAM: NEW 3G AGP

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 *Mark James* Date 6/6/13

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 exists 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: G78095

The Robert Clack School in partnership with the
London Borough of Barking and Dagenham

ACCEPTANCE OF GRANT CONTRACT

LONDON BOROUGH OF BARKING AND DAGENHAM: NEW 3G AGP

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 *Steve Turner* Date 6/6/13

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 exists 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: G78095

The Robert Clack School in partnership with the
London Borough of Barking and Dagenham