



## CABINET

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| <b>DATE:</b>  | <b>Friday, 16 July 2021</b>  |
| <b>TIME:</b>  | <b>10.30 am</b>  |
| <b>VENUE:</b> | <b>Princes Theatre - Town Hall,<br/>Station Road, Clacton-on-Sea,<br/>CO15 1SE</b> |

### MEMBERSHIP:

|                        |  |
|------------------------|--|
| Councillor Stock OBE   | - (Leader of the Council)  |
| Councillor C Guglielmi | - (Deputy Leader, Corporate Finance and Governance Portfolio Holder) |
| Councillor P Honeywood | - (Housing Portfolio Holder)   |
| Councillor McWilliams  | - (Partnerships Portfolio Holder)                                    |
| Councillor Newton      | (Business and Economic Growth Portfolio Holder)                      |
| Councillor Porter      | - (Leisure and Tourism Portfolio Holder)                             |
| Councillor Talbot      | (Environment and Public Space Portfolio Holder)                      |

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**DATE OF PUBLICATION: THURSDAY, 8 JULY 2021**

## AGENDA

### **1 Apologies for Absence**

The Cabinet is asked to note any apologies for absence received from Members.

### **2 Minutes of the Last Meeting (Pages 1 - 8)**

To confirm and sign the minutes of the last meeting of the Cabinet held on Friday 25 June 2021.

### **3 Declarations of Interest**

Councillors are invited to declare any Disclosable Pecuniary Interests or Personal Interest, and the nature of it, in relation to any item on the agenda.

### **4 Announcements by the Leader of the Council**

The Cabinet is asked to note any announcements made by the Leader of the Council.

### **5 Announcements by Cabinet Members**

The Cabinet is asked to note any announcements made by Members of the Cabinet.

### **6 Matters Referred to the Cabinet by the Council**

There are none on this occasion.

### **7 Matters Referred to the Cabinet by a Committee - Reference from the Resources and Services Overview & Scrutiny Committees - A.1 - Scrutiny of the Tourism Strategy for Tendring (Pages 9 - 12)**

To enable the Cabinet to consider the recommendations made by the Resources and Services Overview & Scrutiny Committee following that Committee's consideration of the Tourism Strategy for Tendring.

### **8 Cabinet Members' Items - Report of the Portfolio Holder for Housing - A.2 - Redevelopment of the Honeycroft Site, Lawford (Pages 13 - 22)**

To update Cabinet on the demolition of the main scheme building at Honeycroft in Lawford and seek agreement for proposals associated with the redevelopment of the site.

### **9 Cabinet Members' Items - Report of the Portfolio Holder for Leisure and Tourism - A.3 - Clacton Leisure Centre Artificial Grass Pitch (Pages 23 - 66)**

For Cabinet to approve a refurbishment of the artificial grass pitch at Clacton Leisure, funded through an external grant award from the Football Foundation and a budget allocated to this project from Essex County Council, through the land swap agreement for a section of Vista Road Playing Field.

### **Date of the Next Scheduled Meeting**

*The next scheduled meeting of the Cabinet is to be held in the Essex Hall - Town Hall, Station Road, Clacton-on-Sea, CO15 1SE at 10.30 am on Friday, 10 September 2021.*

### **The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012**

## **Notice of Intention to Conduct Business in Private**

Notice is hereby given that, in accordance with Regulation 5 of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012, Agenda Item No. 12 is likely to be considered in private for the following reason:

The item detailed below will involve the disclosure of exempt information under Paragraph 3 (Information relating to the financial or business affairs of any particular person (including the authority holding that information)) to Schedule 12A, as amended, to the Local Government Act 1972:

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**MINUTES OF THE MEETING OF THE CABINET,  
HELD ON FRIDAY, 25TH JUNE, 2021 AT 10.30 AM  
IN THE PRINCES THEATRE, TOWN HALL, STATION ROAD, CLACTON-ON-SEA,  
CO15 1SE**

**Present:** Councillors Neil Stock OBE (Leader of the Council)(Chairman), Paul Honeywood (Housing Portfolio Holder), Lynda McWilliams (Partnerships Portfolio Holder), Mary Newton (Business & Economic Growth Portfolio Holder), Alex Porter (leisure & Tourism Portfolio Holder) and Michael Talbot (Environment & Public Space Portfolio Holder)

**Group Leaders Present by Invitation:**

Councillors Jayne Chapman (Leader of the Independent Group), Ivan Henderson (Leader of the Labour Group), Gary Scott (Leader of the Liberal Democrats Group), Mark Stephenson (Leader of the Tendring Independents Group) and Gina Placey (Deputy Leader of the Tendring First Group)

**Also Present:** None

**In Attendance:** Ian Davidson (Chief Executive), Lisa Hastings (Deputy Chief Executive & Assistant Director (Governance) and Monitoring Officer), Damian Williams (Corporate Director (Operations and Delivery)), Richard Barrett (Assistant Director (Finance and IT) & Section 151 Officer), Anastasia Simpson (Assistant Director (Partnerships)), Ian Ford (Committee Services Manager), William Lodge (Communications Manager), Kai Aberdeen (Theatre General Manager (Technical)), Katie Wilkins (Human Resources and Business Manager) and Matt Cattermole (Communications Assistant)

**19. APOLOGIES FOR ABSENCE**

Apologies for absence were submitted on behalf of Councillor Carlo Guglielmi (Deputy Leader of the Council & Portfolio Holder for Corporate Finance and Governance) and Councillor Terry Allen (Leader of the Tendring First Group).

**20. MINUTES OF THE LAST MEETING**

It was **RESOLVED** that the minutes of the meeting of the Cabinet, held on Friday 21 May 2021, be approved as a correct record and be signed by the Chairman.

**21. DECLARATIONS OF INTEREST**

Councillor Placey (Deputy Leader of the Tendring First Group) declared a Personal Interest in respect of Agenda Item 10 (Report of the Partnerships Portfolio Holder – A.3 – Citizens Advice Tendring – Service Level Agreement 2021/22) insofar as she was a Trustee on the Citizens Advice Tendring Board.

**22. ANNOUNCEMENTS BY THE LEADER OF THE COUNCIL**

There were no announcements made by the Leader of the Council (Councillor Stock OBE) on this occasion.

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**23. ANNOUNCEMENTS BY CABINET MEMBERS****Roll out of Mental Health Well-being Hubs in Schools across the District**

The Portfolio Holder for Partnerships (Councillor McWilliams) was very pleased to announce that twenty-one schools in Tendring and Colchester were opening up new Wellbeing Hubs after a successful pilot scheme at Great Bentley Primary School. That School, working in partnership with Tendring District Council (TDC), had first launched its wellbeing hub in April 2017 in order to provide a focus on its pupils' wellbeing and help them to thrive, initially running as a six month trial. Following that pilot and its evaluation, which had shown that it had been successful, the North East Essex Health & Wellbeing Alliance (the Alliance) had granted £245,000 from its Investment Fund in order to roll-out the scheme across the District to 21 more schools. Delayed by Covid, all of the relevant training was now in place and baseline data collected, and the 21 school hubs had officially opened. A ribbon cutting ceremony had been held at Great Bentley Primary School on Monday 21 June to mark the transition from pilot to permanent initiative.

Councillor McWilliams stated that she had been very impressed by the scheme and informed Cabinet that the Great Bentley hub was an after school facility, where children with mild to moderate mental health issues were supported in group activity around the themes of play, art, construction, and science, gaining a "rucksack of skills" to help them understand self and learn skills to take them forward into secondary school and beyond. She reported that feedback from the children had included: "I have someone to talk to now – so my worry seems smaller"; "I understand that anxiety is normal but it doesn't stay for ever and I have ways to work with it"; "Learning how to use my breath has really helped"; and "Just knowing someone cares and is there for me makes things a whole lot better".

Councillor McWilliams also informed Cabinet that, in addition, the hub also offered information sessions for parents and carers covering topics such as sleep, nutrition and behaviour management. She further reported that Tracey Caffull, the Executive Head Teacher at Great Bentley Primary School, had stated the hub had made such a positive impact on young people's lives by both supporting pupils with tailored sessions that had helped them develop an awareness of self, the skills to gain confidence and strategies to support but also engaging with parents to ensure children received enough sleep, a good diet and consistent responses from the adults around them.

Councillor McWilliams then responded to a question asked by Councillor I J Henderson in relation to waiting times for children to see a counsellor after the initial assessment of their mental health issues by confirming that he would receive a written response.

**Octopus Ahoy!**

The Portfolio Holder for Leisure & Tourism (Councillor Porter) informed Cabinet that the "Octopus Ahoy!" street art trail had officially gone 'live' that morning. There was an 'app' available to download which included sites across the District for children to find and win prizes.

**24. MATTERS REFERRED TO THE CABINET BY THE COUNCIL**

There were no matters referred to the Cabinet by the Council on this occasion.

**25. MATTERS REFERRED TO THE CABINET BY A COMMITTEE**

There were no matters referred to the Cabinet by a Committee on this occasion.

**26. LEADER OF THE COUNCIL'S ITEMS - A.1 - EXECUTIVE DECISION(S) TAKEN AS A MATTER OF URGENCY**

The Cabinet gave consideration to a report of the Leader of the Council (A.1) which notified Members of recent urgent Executive Decision(s) taken by the Leader of the Council on behalf of the Cabinet.

The Cabinet recalled that, as part of the Council's response to the COVID-19 public health emergency the Council's Monitoring Officer had produced a formal "Note on Decision Making Business Continuity Arrangements" which had set out the ways in which the normal operational business of the Council could continue in relation to decisions which would normally be referred to Cabinet, Council or Committees.

In relation to Cabinet decisions the Monitoring Officer's formal Note, as issued on 20 March 2020, had contained, inter alia, the following information and advice:

*"The Constitution requires certain matters to be decided by Cabinet collectively. The Leader of the Council may exercise any of the powers delegated to the Cabinet:*

*a. Following a resolution of the Cabinet (subject to the Constitution), or*

*b. In cases of urgency, in consultation with the Monitoring Officer and/or Section 151 Officer.*

*In cases of urgency the decision of the Leader of the Council will be recorded and published in accordance with the Constitution. The Leader of the Council will also be required to make a public statement at the next formal meeting of the Cabinet which will explain why they had taken the decision as a matter of urgency.*

*Therefore, following consultation with the Leader of the Council, it is recommended that to enable formal decisions to be made on behalf of Cabinet the following procedure should be adopted:*

- a formal decision will be published recording the matters taken into account;*
- at the first formal meeting of Cabinet a report of the decisions taken by the Leader under urgency powers will be produced; and*
- if it was necessary for a key decision to be made under urgency provisions this must be reported to Full Council (in accordance with the Access to Information Procedure Rules 15 & 16.2).*

*Whilst it was anticipated that decisions taken during urgency provisions would be limited or uncontroversial in nature, it must be highlighted that the ability of Members to undertake the statutory overview and scrutiny function is not removed."*

The Monitoring Officer had considered that, in responding to COVID-19, the Council was in exceptional times which therefore satisfied the grounds of urgency.

It was reported that in making the decision in question the Leader of the Council had exercised his delegated power as set out in the Council's Constitution in Part 3, Schedule 3 (Responsibility for Executive Functions) - Section 3 (General Principles Regarding Decision Making by the Cabinet) – Principle 4b [Part 3.28].

Members were reminded that the decision taken as a matter of urgency had related to:-

*“Additional Restrictions Business Grant Scheme [Published 7 June 2021]”*

*Decision: That the Leader of the Council, on behalf of the Cabinet, approves the extension of the application deadline for the existing Additional Restrictions Business Grant Scheme from 31 May 2021 to 30 June 2021.”*

Having considered the contents of the report:

It was moved by Councillor Stock OBE, moved by Councillor P B Honeywood and:

**RESOLVED** that –

- (a) the contents of the report be noted; and
- (b) the urgent decision taken by the Leader of the Council on behalf of the Cabinet, as detailed in this report, be formally endorsed.

**27. CABINET MEMBERS' ITEMS - REPORT OF THE CORPORATE FINANCE AND GOVERNANCE PORTFOLIO HOLDER - A.2 - ANNUAL CAPITAL AND TREASURY STRATEGY FOR 2021/22 (INCLUDING PRUDENTIAL AND TREASURY INDICATORS)**

Cabinet had before it a report of the Corporate Finance & Governance Portfolio Holder (A.2) which sought its approval of the Annual Capital and Treasury Strategy for 2021/22 (including Prudential and Treasury Indicators) for submission to Council on 13 July 2021.

It was reported that the Local Government Act 2003 and supporting regulations required the Council to set out its treasury strategy for borrowing, and to prepare an annual investment strategy (as required by Investment Guidance subsequent to the Act) that set out the Council's policies for managing its investments and for giving priority to the security and liquidity of those investments, “having regard” to the Chartered Institute of Public Finance and Accountancy's (CIPFA) Prudential Code and the CIPFA Treasury Management Code of Practice. Revised editions of both documents had been issued in December 2017.

Members were reminded that, from 2019/20 the Capital Strategy had been combined with the Treasury Strategy into one document, which was required to be updated/approved annually.

Cabinet recalled that the Corporate Finance and Governance Portfolio Holder had approved the Annual Capital and Treasury Strategy for 2021/2022, including the Prudential and Treasury Indicators, on 7 April 2021 for consultation with the Resources and Services Overview and Scrutiny Committee.



It was reported that the Resources and Services Overview and Scrutiny Committee had considered the Strategy at its meeting held on 24 May 2021. Their comment along with the response of the Portfolio Holder for Corporate Finance and Governance was as follows:

Comment of the Resources and Services Overview and Scrutiny Committee

*The Committee recommended that Cabinet approves the submission of all schemes for which there were reserve provisions and one off funds set aside, be subject to the assessment set out in the draft Annual Capital and Treasury Strategy 2021/22 and presented to the Officer Project Board to determine whether the funding should be released.*

PFH Response

*“This will effectively form part of the review of all key projects and activities that is currently underway as part of the accelerated delivery programme.”*

The Leader of the Council (Councillor Stock OBE) formally thanked the Resources and Services Overview & Scrutiny Committee for reviewing the Strategy and for its comment.

Pursuant to the provisions of Cabinet Procedure Rule 1.5(ii) the Leader of the Labour Group (Councillor I J Henderson) requested that his Group’s concerns about the following matter be recorded in the minutes of the meeting:-

- whether the Council’s project to build 10 new Council owned homes in Jaywick Sands had been subject to evaluation in respect of its value for money; its expected return on the capital investment and an impact assessment.

The Leader of the Council (Councillor Stock OBE) requested that a detailed response be sent to Councillor Henderson on the above.

Having considered the Strategy and the proposals contained therein:-

It was moved by Councillor Stock OBE, seconded by Councillor P B Honeywood and:-

**RESOLVED** that Cabinet –

- a) notes the outcome from the Resources and Services Overview and Scrutiny Committee meeting on 24 May 2021 and agrees the response thereto from the Portfolio Holder for Corporate Finance and Governance; and
- b) agrees that the Annual Capital and Treasury Strategy for 2021/22 (including Prudential and Treasury Indicators), attached within Appendix A to item A.2 of the Report of the Corporate Finance & Governance Portfolio Holder, can be submitted to Council for its approval.

28. **CABINET MEMBERS' ITEMS - REPORT OF THE PARTNERSHIPS PORTFOLIO HOLDER - A.3 - CITIZENS ADVICE TENDRING - SERVICE LEVEL AGREEMENT 2021/22**

Earlier on in the meeting Councillor Placey (Deputy Leader of the Tendring First Group) had declared a Personal Interest in respect of this item insofar as she was a Trustee on the Citizens Advice Tendring Board.

The Cabinet gave consideration to a report of the Partnerships Portfolio Holder (A.3) which sought its agreement to an updated Service Level Agreement (SLA) with Citizens Advice Tendring (CAT) for 2021/22.

It was reported that Tendring District Council had provided grant funding to CAT backed by an annually agreed SLA, for a number of years. This arrangement supported the provision of free, confidential and impartial advice to residents across a wide range of issues. Since 2013/14, the core grant awarded each year had been £144,000, payable in two instalments of £72,000.

Members were made aware that, during the Covid-19 pandemic, CAT had remained a vital information and advice service to the residents of Tendring. They had helped many people navigate their way around both established and entirely new challenges such as furlough, Government schemes for the self-employed, redundancy, claiming benefits, dealing with debt, accessing food and services and housing issues. The CAT team also now included a Warm Homes Adviser. This was a 2 year funded post to assist clients with income generation, accessing energy grants, switching suppliers and insulation advice.

Cabinet was advised that Schedule 2 (2.8) of the 2020/21 SLA provided for reductions in CAT core services beyond their control. On 31 March 2020, CAT had reported that they had been operating a reduced service since 16 March 2020 due to the Covid-19 outbreak and subsequent lockdown. This had involved an envisaged temporary cessation of all face-to-face advice. Advice staff had been deployed to remote home working, providing advice via email, telephone and in writing. The CAT's office closures and suspension of services at their outreach sites had remained in force since that time. CAT had seen the departure of a significant number of volunteers during the course of the pandemic but had recently recruited a number of new volunteers and were in the process of undertaking intensive training with those individuals.

Having considered all of the information contained in the Portfolio Holder's detailed report:-

It was moved by Councillor McWilliams, seconded by Councillor Talbot and:-

**RESOLVED** that -

- a) Tendring District Council enters into a Service Level Agreement with Citizens Advice Tendring for a further year from 1st April 2021 on the terms and conditions, as set out in the updated agreement shown in Appendix C to item A.3 of the Report of the Partnerships Portfolio Holder; and
- b) authorises the Assistant Director (Partnerships) to sign the agreement on the Council's behalf.

**29. MANAGEMENT TEAM ITEMS**

There were none on this occasion.

**30. EXCLUSION OF PRESS AND PUBLIC**

It was moved by Councillor Stock OBE, seconded by Councillor McWilliams and:-

**RESOLVED** that, under Section 100A(4) of the Local Government Act 1972, the press and public be excluded from the meeting during consideration of Agenda Item 13 on the grounds that it involves the likely disclosure of exempt information as defined in paragraph 3 of Part 1 of Schedule 12A, as amended, of the Act.

**31. EXEMPT MINUTE OF THE MEETING HELD ON FRIDAY 21 MAY 2021**

It was **RESOLVED** that the exempt minute of the meeting of the Cabinet, held on Friday 21 May 2021, be approved as a correct record.

The Meeting was declared closed at 10.48 am

**Chairman**

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## CABINET

16 JULY 2021

### REFERENCE REPORT FROM THE RESOURCES AND SERVICES OVERVIEW & SCRUTINY COMMITTEE

#### **A.1 SCRUTINY OF THE TOURISM STRATEGY FOR TENDRING**

(Report prepared by Keith Durran)

##### **BACKGROUND**

At its meeting held on 24 May 2021 (Minute 6 refers) the Resources and Services Overview & Scrutiny Committee (“the Committee”) was advised that, at its meeting on 21 May 2021 Cabinet had approved that the Tourism Strategy now be presented to the Committee. This had followed public consultation on the proposed Strategy in 2020. That five year Tourism Strategy replaced the previous version for Tendring, which had expired in 2016.

Key statistics and points presented to the Committee on the Strategy were:

- Tourism was estimated to be worth more than £402 million to Tendring, and was responsible for over 8,980 jobs, equivalent to 17.9% of the District’s employment. To put matters into perspective, tourism had increased in value to the local economy by £115 million since the previous strategy was written in 2010;
- The coronavirus pandemic had impacted significantly on the local tourism industry and that strategy was tailored to extend ‘back to business’ support towards the recovery of the sector;
- The strategy set out a 10 point plan for delivery of the following objectives:
  1. Wealth creation
  2. Job creation
  3. Quality of life for local people
  4. Long term growth of the tourism sector
- That strategy recognised that Tendring had wide attraction, that its towns and villages all had their own unique features, tourism offer and charm. It was important that the Council worked with partners to develop those unique selling points and promoted all of the District’s component parts. From beautiful coastlines and visitor attractions, to picturesque countryside and heritage of international significance; the power of Tendring’s tourism offer was in the diversity of its destinations and that should be embraced and marketed accordingly;
- There had been significant private sector investment in the local tourism industry in recent years, including multi million pound investment into some of Tendring’s key attractions. That had improved the quality of the District as a visitor destination and demonstrated local confidence and commitment to raising standards;
- The Council had invested in major projects such as the £36m Coastal Defence scheme for Clacton and Holland, creating tangible tourism assets in Harwich for Mayflower 400, had developed a scheme to celebrate the 150th anniversary of Clacton on Sea and public realm schemes to improve the appearance of the District;

- Furthermore, the Council had invested resources into both organising and facilitating an expanding quality events programme in recent years. Built on the success of the nationally recognised Clacton Airshow and Harwich Illuminate, event organisers had felt empowered to bring events of national significance such as The Tour of Britain and the first 'on road' Motor Rally in England and Wales, to the Tendring District;
- The strategy recognised that tourism was a fast moving, agile economy and the Council was one partner in ensuring long term success. As such, that strategy had greater emphasis on the Council's role of facilitation than its predecessor;
- The strategy was accompanied by a work programme for 2021/22, which set out actions the Council would take to deliver its strategic aims. It was recognised that the work programme was a live document and would adapt to a changing environment.
- During the discussion, one issue that was referenced was that the oldest known painting of the flag of the USA was hung on a wall in Harwich.

## **RESOURCES AND SERVICES OVERVIEW & SCRUTINY COMMITTEE'S RECOMMENDATIONS TO CABINET**

After a detailed discussion the Committee had **RECOMMENDED** to Cabinet that it:

- consider the opportunities for working in partnership with local businesses prioritising such services as hotels/bed and breakfast operators to encourage visitors participating/attending or visiting events in the District to stay locally and use the services of those local businesses (potentially with discounts offered by those businesses).
- harness opportunities to those attracted to specific places/events locally to be supported to revisit by sharing other places/events locally including those using the book of the Holland Ferry, creating a dedicated visit Tendring website where the separate charms of the District can be brought together, using QR codes to encourage visits to such a website and to local heritage sites.
- take additional measures to improve the cleanliness of the District including messaging around "Respecting the district by using the area responsibly" through education encouragement and enforcement to ensure visitors are encouraged back rather than being putt-off by unsightly rubbish and over full bins.
- consider once again the previous recommendation of the Committee (minute 87 of 21 September 2020 refers) for consistent and common, highly visible branding of events and facilities provided/supported by the Council to ensure that those attending these events/facilities are made aware of the Council's role in producing/supporting the same.
- examine measures to offset the carbon footprint of the Clacton Air Show, which uses over 100,000 litres of Jet Fuel and generates 275 tonnes of CO<sub>2</sub>, including the options perused by the Bournemouth Air Festival whereby trees were planted for each tonne of carbon used at the Air Show.
- note the intention of the Portfolio Holder for Leisure & Tourism to consider promoting details of bridleways that traverse the District.

**PORTFOLIO HOLDER COMMENT(S) AND RECOMMENDATION(S) TO CABINET**

*“I would like to thank the Committee for its views and where possible, suggestions will be built into the work programme for the delivery of the strategy. Further to this, I would suggest the Committee set up task and finish groups to look in detail at how some of the suggestions could be delivered in practice. In particular, the carbon offsetting of the Clacton Airshow and how further improvements can be made to improve cleanliness. I look forward to seeing the results of the in-depth scrutiny by the Committee in these areas and welcome further thorough scrutiny that results in an improved strategy.”*

**Recommendation(s) to Cabinet**

That the Resources & Services Overview and Scrutiny Committees be thanked for the views submitted and that the comments of the Portfolio Holder in response thereto be endorsed.

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|                               |            |                             |            |
|-------------------------------|------------|-----------------------------|------------|
| <b>Key Decision Required:</b> | <b>Yes</b> | <b>In the Forward Plan:</b> | <b>Yes</b> |
|-------------------------------|------------|-----------------------------|------------|

## CABINET

16 JULY 2021

### REPORT OF THE PORTFOLIO HOLDER FOR HOUSING

#### A.2 REDEVELOPMENT OF THE HONEYCROFT SITE, LAWFORD

(Report prepared by Tim Clarke)

#### PART 1 – KEY INFORMATION

##### PURPOSE OF THE REPORT

To update Cabinet on the demolition of the main scheme building at Honeycroft in Lawford and seek agreement for proposals associated with the redevelopment of the site.

##### EXECUTIVE SUMMARY

Following Cabinet's decision on 23<sup>rd</sup> March 2018 the main scheme building at Honeycroft was closed. Further to a decision made by Cabinet on 13<sup>th</sup> July 2018 the main scheme building has now been demolished.

Approval is now sought for an exciting and innovative proposal to redevelop the site with around 20 additional one and two bedroomed bungalows specifically designated for letting to older persons. The proposal will contribute to meeting priorities set out in the Council's Housing Strategy and Corporate Plan and mark a significant step on the journey to increasing the Council's housing stock. The homes will also be built to be as energy efficient as possible, making use of modern methods of construction in order to minimise carbon emissions.

The new properties will meet local housing demand for older persons and provide an opportunity for those in larger houses to downsize whilst remaining in the same community. This will free up larger properties for families.

##### RECOMMENDATION(S)

It is recommended that Cabinet agrees that:

1. The Honeycroft site be redeveloped with bungalows retained within the Council's housing stock and designated for letting to older persons;
2. The Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised to make arrangements for a topographical survey of the site and to initiate discussions with a neighbouring land owner over a possible exchange of land;
3. The Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised (in accordance with Cabinet decision of 23<sup>rd</sup> April 2021 that delegated authority to him to continue a process of engagement with the SME sector to deliver Council housing in the district), to invite tenders on the basis of a design and build project to provide around 20 additional bungalows on the site;
4. The Corporate Director (Operations & Delivery), in consultation with the Housing Portfolio Holder, be authorised to submit a funding bid to the Homes England Affordable Homes Programme 2021 – 26 for grant funding towards

cost of the development; and,

5. A budget of up to £50,000 be allocated from the HRA capital programme 2021-22 to fund necessary site surveys, legal expenses and other ancillary expenses.

## PART 2 – IMPLICATIONS OF THE DECISION

### DELIVERING PRIORITIES

The decisions will contribute to the following priorities in the Corporate Plan 2020-2024:

**Delivering High Quality Services** – The proposals mark a significant step towards the Council’s ambitions to add to its housing stock. New, high quality homes will contribute to the delivery of a high quality housing service.

**Building Sustainable Communities for the Future** – The new development will create a new community on the site and provide facilities that can be used by the wider community in the area.

#### Community Leadership through Partnerships

The project and the lessons learnt from it will contribute to the overall aims of the Housing Strategy by enabling the delivery of additional Council housing in the district and will help to deliver jobs and infrastructure as well as tackling homelessness and improving the lives of households in need of high quality, sustainable, affordable housing. Working in partnership with the SME sector to deliver new housing conforms with the Council’s Back to Business programme.

The decisions will also contribute to the following priorities in the Housing Strategy 2020 - 2025:

**Delivering Homes to meet the needs of local people** – by directly delivering this housing scheme the Council will contribute to this priority.

**Supporting people in their homes and communities** – this scheme will deliver accessible properties for older people and those living with disabilities.

The Council also sets out an aspiration in its Housing Strategy to deliver a further 200 homes in the District that this development will directly contribute to.

### FINANCE, OTHER RESOURCES AND RISK

#### Finance and other resources

The proposal will incur costs within the Housing Revenue Account (HRA).

Following the relaxation of borrowing headroom arrangements for the Housing Revenue Account (HRA) (these were the capping rules put in place following the changes to the HRA subsidy system) Councils are now in a position to, in theory, borrow above their previously capped limit.

At present the Council’s HRA borrowing headroom is around £20m if the government’s business plan methodology is applied and whilst this methodology is fairly conservative in terms of its risk profile, straying too far from that risk profile would not be prudent given the recent record of government intervention in the Council’s ability to raise income from rents to repay any loans and the competing costs of maintaining the existing housing stock.

As Members will appreciate, the Council would not borrow capital to acquire existing property or to build out any specific scheme until such time as it was required and as such detailed financial breakdowns would be brought forward as and when decisions are sought on specific building projects as interest rates, income profiles, etc. will change over time as will potentially the source and terms of such loans.

This means that individual reports will come to Members for decision on any proposal to build or acquire homes in any location in advance of any new development or acquisitions coming forward.

There will be some initial costs associated with topographical surveys. These costs are estimated at £3,000. Other costs may be incurred before development commences and agreement is sought to use up to £50,000 from the general refurbishment and maintenance budget within the HRA capital programme 2021-22.

Depending upon the final development design and density, build costs are estimated to be in the region of £4 million. A further report will be brought before Cabinet once a tender exercise has been undertaken for the design and build of the scheme. That report will set out the funding required for the development and seek approval for prudential borrowing within the HRA. £280,000 has been set aside in the HRA budget for 2021/22 to either directly fund housing acquisitions or development or to fund the cost of borrowing where larger scale schemes such as this are brought forward. The final borrowing decision will be made by Full Council following recommendation by Cabinet.

It is anticipated that borrowing / capital investment costs can be reduced by seeking grant from Homes England through the Affordable Homes Programme 2021 - 2026. The Council is eligible to bid through the continuous market engagement strand of the programme and officers will be commencing discussions with Homes England to establish the level of grant subsidy that might be achieved.

### **Risk**

There are risks associated with the proposals:

Financial – the proposed scheme will require investment of around £4 million to complete. This is funding that will need to be borrowed less any grant awarded with the debt repaid via the longer term HRA business plan over a 30 – 40 year period. Rental yield and minimal void periods will be key to servicing the borrowing.

Reputational – as the largest development the Council has undertaken in recent times there is a clear reputational implication that is dependent upon the success of the scheme and quality of the design and final finish.

Right to Buy - One of the complicating factors in considering overall viability of any acquisitions or development projects is the Right to Buy. Whilst the application of the “cost floor” (over the first 15 years after the build the Council can recover the capital cost of building the property) does protect the Council to some extent, if there are no changes to the current discount levels or other scheme parameters the Council will lose capital on every new unit if it is purchased. Right to buy levels and discounts are variables over which we have little control and so the best we can do is to make estimates of sales based on historic rates and projects of house prices utilising analysts such as Savills.

The Government has recently announced additional flexibilities over the spending of Right-to-Buy receipts, including an extension from three to five years on the timeframe for spending receipts and increasing from 30% to 40% the amount that can be used to fund the cost of a new home. Crucially, however, a limit will be placed on the use of receipts to fund acquisitions and therefore placing an emphasis on new build supply.

As it is proposed that these properties will be designated for older person’s accommodation it is anticipated that they may be exempted from the Right to Buy based on current guidance.

### **LEGAL**

The Council has the necessary powers which enable it to build new Council housing and the powers to sell a limited number, currently up to five per year. Part A of the General

Housing Consents Order 2013 provides consent for the disposal of land held for housing purposes within the HA 1985. Under A3.3.1 a local authority may dispose of an unoccupied dwelling house to a person who intends to use it as their only or principal home subject to paragraphs 3.3.2 to 3.3.4

Where a person (a) is not a secure tenant ... the local authority may dispose of the unoccupied dwelling house at a price which is not less than an amount equal to the purchase price defined in section 126 (right to buy purchase price) to which the minimum discount, as provided for by section 129, has been applied.

The commentary to the General Consent provides some further explanation for each part and states at clause 3:

*“paragraph 3.3 permits local authorities to dispose of dwellings at discounts equivalent to the Right to Buy discount to existing council tenants and others who, the local authority has decided, need help accessing home ownership in the area (for example, key workers or ex-military personnel, although that is for the local authority to decide).”*

If the Council has to acquire land to build new homes Section 17 of the HA 1985 (the 1985 Act) provides the principal power for acquisition of land for housing purposes (as defined in Section 9 of the 1985 Act) including land as a site for the erection of houses.

Section 9 of the Housing Act 1985 states a housing authority may provide accommodation for housing purposes by with erecting or converting buildings into houses, on land acquired by them or by acquiring houses..

Section 12 Local Government Act 2003 empowers the Council to invest if the purpose is relevant to its functions and consistent with the prudent management of its financial affairs.

Future engagement with the SME/small house building sector will follow the appropriate governance arrangements and the outcomes of the design and build tender exercise will require a further Cabinet decision before the project can proceed.

## **OTHER IMPLICATIONS**

Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.

Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation/Public Engagement.

**Area or Ward affected** – Ward Members from Lawford will be consulted on the proposals as they develop as with Lawford Parish Council.

**Consultation** - residents of the existing bungalows on site will be consulted and advised on the proposals as will the Tenants’ Panel.

**Climate Change** – the homes will need to be built to as near to a zero carbon emission standard as possible. This is likely to involve the use of modern methods of construction and the use of renewable heat and energy generation options. It is important that the homes are cheap to run, reducing the likelihood of fuel poverty.

### **Equality and Diversity**

The proposal to develop housing that is accessible for households with disabilities contributes to meeting the Council’s public sector Equality Act duty. A full equality impact assessment will be undertaken when the final scheme design is submitted to Cabinet for

approval.

### **Health Inequalities**

The delivery of new, affordable, sustainable homes will help to address health inequalities in the District.

## **PART 3 – SUPPORTING INFORMATION**

### **BACKGROUND**

At its meeting on 23<sup>rd</sup> March 2018 Cabinet took the decision to close both the Honeycroft and Spendells sheltered housing schemes. The main scheme building at Honeycroft has since been demolished in accordance with a decision taken by Cabinet on 13<sup>th</sup> July 2018. The demolition work was completed in June 2021 and eight bungalows remain fully occupied on the site.

As part of the consultation with residents during 2017 and 2018, prior to the decision to close the scheme, a proposed future use of the site included the redevelopment of the site with further bungalows, designated for occupation by older persons. This is a proposal that seemed to be widely accepted as the best future option.

A development of 20 or so additional one and two bedroomed bungalows would provide much needed accommodation for those seeking to downsize from a larger property and provide an accessible living environment for later life. The properties will be built to as close to a zero emissions standard as possible and meet Building Regulations M4(2) and/or M4(3) standards for accessibility and adaptability.

The Council adopted its Housing Strategy 2020-2025 in September 2020 and one of the key priorities is to deliver additional Council housing in the district for local households. An Acquisitions & Development Policy was adopted in October 2020 to facilitate this delivery. This policy introduced a requirement for all new acquisitions and development proposals to be assessed and scored against a set of criteria. Appendix B provides the scoring undertaken in respect of this proposal and demonstrates that the scheme achieves a sufficiently high score to progress further.

Highlighted in the Housing Strategy is the fact that demand for housing, based on the Housing Register, is clearly weighted towards one bedroom accommodation. Of the 957 households registered for one bedroom accommodation, 507 (53%) are households over the age of 60. This demonstrates that there is a need to address the housing needs of our older population especially as the trend will be for people to live longer and that one bedroom accommodation should be accessible and designed to meet long-term disabilities.

Whilst demand for housing in Manningtree, Mistley and Lawford sits at approximately 7%, lower than most other areas, officers believe that there will be a strong demand for new, high quality bungalows on the Honeycroft site.

Consultation on the proposals will be undertaken with the Tenants' Panel, existing bungalow residents at Honeycroft and with Lawford Parish Council. Local Ward members have already indicated their support and encouragement for the proposal but will be further consulted as more detailed designs emerge.

There is a sense that redevelopment of this nature may prove to be a blueprint for addressing low demand for other sheltered housing schemes in the district where it is becoming increasingly difficult to let accommodation, especially that with shared bathing facilities.

It is not proposed that the new bungalows be designated as sheltered housing. The ability of the Council to fund sheltered housing support is restricted following the withdrawal of housing related support funding several years ago, following which the HRA has subsidised the additional support service provided to some tenants of sheltered housing.

**Appendix A** shows an indicative site layout upon which the proposal is based. The eastern boundary of the site shows parking spaces associated with and owned by the post office/hairdressers on the corner of Waldegrave Way and Nicolls Close. It is proposed to explore a negotiated land transfer to move these spaces up next to the post office building and thereby improve the usable area of the site.

The Council does not currently have in house capacity to design and build this project. On 21<sup>st</sup> April 2021 Cabinet agreed to delegate authority to the Corporate Director – Operations & Delivery to continue a process of engagement with the SME builder sector to deliver council housing in the district. It is proposed that this scheme be offered on the basis of design and build as part of a tender opportunity for SME builders. The tender opportunity will specify the type of development the Council is seeking along with a general specification for the quality and energy performance of construction but will encourage innovative design, making use of modern methods of construction and will be scored on the basis of quality of design and price. It is envisaged that a contract will be awarded to a local SME building firm to take on the whole project management following this tender exercise. A planning application will need to be made on the basis of the final scheme design and approval granted prior to any works commencing.

|  |
|--|
| <b>BACKGROUND PAPERS FOR THE DECISION</b>  |
| None   |
| <b>APPENDICES</b>  |
| <b>Appendix A – Indicative site layout.</b><br><b>Appendix B - HOUSING ACQUISITIONS &amp; DEVELOPMENT POLICY, LAND PURCHASE AND DEVELOPMENT CRITERIA</b> |

## Appendix B

### HOUSING ACQUISITIONS & DEVELOPMENT POLICY

#### LAND PURCHASE AND DEVELOPMENT CRITERIA

#### SITE ADDRESS: HONEYCROFT, WALDEGRAVE WAY, LAWFORD, CO11 2DX

The following set criteria will be considered in respect of the acquisition of new land for development or development on existing land owned by the Council.

Any land to be acquired or developed should meet all of the minimum criteria set out and achieve an overall risk/reward score of **20** points based on the assessment below:

| Criteria  | Key Risk(s) Addressed   | Minimum  | Target/Scoring  | Score  |
|---|---|--|---|--|
| There must be a demonstrable need for housing in the location | Lack of demand will lead to extended void periods and rental loss | There must be a minimum of 20 households on the housing register seeking housing of the proposed type in that particular area. | High demand = 5 points<br>Medium demand=3 points<br>Low demand =1 point | <b>5</b><br>81 h/holds over 55 on the register needing a 1BB in the area. 13 over 55's seeking 2BB |



|  |  |  |   |   |
|--|--|--|---|---|
| The proposed development location and configuration is attractive from a rentable perspective.       | Lack of demand will lead to extended void periods and rental loss.   | The development must be in a risk-free location e.g not in a flood zone and be built to an attractive standard.  | High demand location = 5 points<br>Medium demand location = 3 points<br>Low demand location – 1 point                           | <b>5</b><br>Very few risks with the location of the site  |
| The projected rental yield should represent a rational balance between revenue returns and security. | Security of capital invested and providing value for money. The potential for selling some of the homes developed to offset the investment costs will be taken into account. | The possible rental yield (based on purchase price and development costs) should fall within a range consistent with the wider social housing sector and that achieved from the existing stock | Low risk investment = 5 points<br>Medium risk investment = 3 points<br>High risk investment = 0 points                          | <b>3</b><br>Medium risk when balancing cost of borrowing and unforeseen changes in govt. policy |
| Tenancy management criteria  | Ease of management, risks of ASB or other issues in neighbourhood  | The development can be designed to reduce these risks to as low as possible – highest score should be achieved.  | Low risk property = 5 points<br>Medium risk property = 3 points<br>High risk property = 1 point                                 | <b>5</b><br>Over 55's housing will present a lower risk   |
| Permissibility of development  | Likelihood of gaining planning consent   | Pre-application advice indicates that granting of consent is likely  | 5 points available if planning consent likely or already granted.<br>0 points if unlikely                                       | <b>5</b><br>Early pre-application planning advice has been favourable                           |
| Ease of development  | Particular challenges presented by the development site  | Site presents either few challenges or the challenges identified can be readily overcome   | No particular challenges = 5 points<br>Some challenges that can be overcome = 3 points<br>Challenges are significant = 0 points | <b>3</b><br>Topographical survey may highlight some issues. Trees present on site.              |
|  |  |  |   | <b>Total = 26</b>   |

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WALDEGRAVE WAY

NICHOLS CLOSE

-  2 bed bungalow  
73 sq.m  
12 no.
-  1 bed bungalow  
60 sq.m  
9 No



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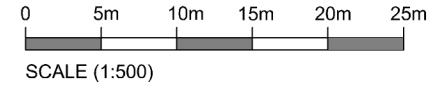
Feasibility Study  
 Honeycroft  
 Waldegrave Way  
 Lawford  
 Essex

Block Plan

**Tim Snow Architects**  
 9A High Street, Brightlingsea  
 Colchester, Essex CO7 0AE  
 tel: +44 (0)1206 308300  
 info@timsnowarchitects.co.uk

Scale 1: 500 @ A3  
 Date May 2017

Drawing No. 850/01



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|                               |            |                             |            |
|-------------------------------|------------|-----------------------------|------------|
| <b>Key Decision Required:</b> | <b>Yes</b> | <b>In the Forward Plan:</b> | <b>Yes</b> |
|-------------------------------|------------|-----------------------------|------------|

## CABINET

**16 JULY 2021**

### **REPORT OF THE PORTFOLIO HOLDER FOR LEISURE AND TOURISM**

#### **A.3 CLACTON LEISURE CENTRE ARTIFICIAL GRASS PITCH**

(Report prepared by Mike Carran, Kieran Charles & Richard Hall)

#### **PART 1 – KEY INFORMATION**

##### **PURPOSE OF THE REPORT**

For Cabinet to approve a refurbishment of the artificial grass pitch at Clacton Leisure, funded through an external grant award from the Football Foundation and a budget allocated to this project from Essex County Council, through the land swap agreement for a section of Vista Road Playing Field.

##### **EXECUTIVE SUMMARY**

- Cabinet adopted the Council’s Back to Business recovery plan at its meeting on 13 November 2020, where it was acknowledged the Council was *‘working with the Football Foundation (FF) and Essex Football Association to secure match funding for three new artificial grass pitches by 2022’*. Further to that, on 19 February 2021 in its Back to Business Delivery Plan, Cabinet noted the Council would *‘work with the Football Foundation and Essex Football Association to secure match funding for a new 3G pitch at Clacton Leisure Centre to be complete in summer 2021.’*
- Following a successful partnership arrangement with the Football Foundation and Essex FA, including a comprehensive design study and consultation with local sports clubs, subject to acceptance of the grant terms, the Council has provisionally been awarded match funding towards a full refurbishment.
- The current sand filled artificial grass pitch at Clacton Leisure Centre is nearing the end of its lifespan and is in need of replacement. The pitch is well used, generating in the region of £40K per annum and used by around 43 teams/hirers per week in high season (prior to Covid-19 restrictions).
- It is proposed to refurbish the facility, which is currently a ‘sand filled’ style to a 3G pitch. The scope of this project will include a full refurbishment including a new 100m X 64m surface (full sized football pitch), fencing and floodlights. It would give rise to a considerable benefit to the wider community through the provision of an enhanced playing facility and the continued opportunity for usage throughout the year.
- The total project costs will be £668,751. This will be funded through a successful bid to the Football Foundation (FF) for £343,751 and £325,000 allocated to this project from Essex County Council (ECC) through an agreement for an area of land at Vista Road Playing Field (covered within the background to this report). No further funding is required for this project. The risk of costs increasing are minimal, as the project has already been subject to a procurement process due to the criteria set out by the FF.
- Essentially a 3G pitch is synthetic surface made from artificial grass, supported by rubber granules and is suitable for football. The Football Foundation have a target

to roll out 1000 new 3G pitches in England over the next 10 years and have commissioned strategies in local authority areas across the country.

- A planning application for the conversion from sand based artificial grass to 3G was approved in October 2020, which was a pre-requisite of the FF funding application. As 3G surfaces are not suitable for hockey, it has been agreed with Sport England (as a statutory consultee) and England Hockey that the Council will adopt Brightlingsea Sports Centre/Colne College as a home for the sport. Subsequent to this, the Council has also been working with local hockey clubs to explore options for the use of Dovercourt Bay Lifestyles as an alternative site.
- As required as a stipulation of Football Foundation Funding, the project has already been subject to a full tender process and following evaluation, Limonta Smith JV Ltd are considered to have provided offer the most competitive bid.
- By accepting the Football Foundation Grant, the Council is committed to maintaining an artificial pitch at the site for a period of 21 years, which is a requirement within the associated funding agreement.
- The funding agreement specifies that a sinking fund is set up to achieve this requirement. This has been taken into account as part of the business plan, which indicates that sufficient net income will be generated to ensure the financial viability of the project, which includes the required contribution to the sinking fund.

#### **RECOMMENDATION(S)**

**It is recommended that Cabinet:**

**a). Approves the refurbishment of the Artificial Grass Pitch at Clacton Leisure Centre with a total capital cost of £668,751 and delegates project delivery to the Assistant Director, Economic Growth & Leisure.**

**b). Accepts the funding offer from the Football Foundation to the value of £343,751 towards the total project costs.**

**c). Allocates the funding balance of £325,000 towards this project, from the agreement with Essex County Council for the land swap arrangement for a section of Vista Road Playing Field.**

**d) Subject to a) to c) above, includes the project within the 2021/22 General Fund Capital Programme.**

**e). That the Assistant Director, Economic Growth and Leisure, in consultation with the Assistant Director, Governance, is delegated to agree the terms and conditions of the funding agreement with the Football Foundation, set out in Appendix.**

**f). That following a procurement process, Cabinet agrees for the contract to be awarded to Limonta Smith JV Ltd, for the installation of a new 3G artificial grass pitch at Clacton Leisure Centre.**

## **PART 2 – IMPLICATIONS OF THE DECISION**

### **DELIVERING PRIORITIES**

This strategy will support a number of priorities in the Corporate Plan as set below:

- Modern, high quality buildings and facilities for customers and staff
- Working with Sport England and Active Essex - for physical activity and wellbeing
- Joined up public services for the benefit of our residents and businesses

Further to that, the following opportunities listed in the plan will be impacted upon by the strategy:

- Installing a modern LED floodlight system to replace the existing and ageing set up, will support the Council's objective to be Carbon Neutral by 2030.
- This project will also support the priority to 'use assets to support priorities' by improving the Council's Leisure Stock to encourage more local people to become active.

#### Back to Business (2021)

The Council's Back to Business Plan seeks to support the district's recovery from the Covid-19 pandemic.

The Plan seeks to target action that will secure improvements to the environment and the quality of life, and to provide support for the district's residents, businesses and the wider economy in order to support Tendring's recovery from the challenges of the pandemic.

### **FINANCE, OTHER RESOURCES AND RISK**

#### **Finance and other resources**

The capital cost of this project is £668,751, which will be fully funded as follows:

- £343,751 from the Football Foundation
- £325,000 from Essex County Council, as part of the agreement for land at Vista Road Playing Fields.

The project has already been subject to a full tender process, as required as a stipulation of Football Foundation Funding. The cost of the project, should therefore not exceed the costs set out above. The Football Foundation allocation is the maximum the Council will receive and if the project costs are less than anticipated, their allocation will be reduced accordingly.

The project costs are inclusive of a 5% contingency plus VAT.

Fees relating to the legal restriction as set out in the next section will be applicable for up to £2,000. It is intended to fund this from Clacton Leisure Centre revenue budgets.

#### Breakdown of Project Costs

| <b>Works</b>   | <b>Cost (£)</b> |
|--|-----------------|
| Contract/Site Preliminaries/Preparation                            | 123,103         |
| Pitch Foundation, Base & Surface                                   | 222,053         |
| Perimeter Fencing  | 56,840          |
| Sports Equipment and Site Furniture                                | 19,591          |
| Floodlighting  | 62,036          |
| Reinstatement/ /Maintenance Equipment/ Infill Retention Mitigation | 48,095          |
| Contractors Other Items  | 80,798          |
| <b>Sub Total</b>   | <b>612,516</b>  |
| Pre-construction Conditions  | 20,000          |
| Contingency plus VAT   | 36,235          |
| <b>Total</b>   | <b>668,751</b>  |

## Revenue Implications

The average surplus over the 5 years previous to financial year 19/20, on the current All Weather Pitch has been £40K per annum. However, it is recognised that the pitch is at the end of its life and without investment bookings will no longer be able to continue due to the pitch being unsafe to use.

In preparation for the grant funding bid, consultancy firm Castele provided cost and income projections for the pitch over the next 5 years, which are summarised below:

Initial investment by TDC - £0

Surpluses:

Year 1 - £6,659

Year 2 - £68

Year 3 - £869

Year 4 - £192

Year 5 £2,535

Total surplus over 5 years - £10,322

The surpluses above are after assuming a £25K per annum sinking fund, which will allow for resurfacing of the pitch after 10 years. With other service contracts the total fixed costs of the pitch are £33K per annum, these costs will have to be covered by TDC if revenue drops below this minimum.

It is projected that income will rise by approximately £7k per annum over the first five years of the project, compared with the baseline position. A detailed breakdown of cost/income is provided in Appendix C.

The funding agreement also specifies that any surplus over and above that required to meet the net running costs and contributing to the sinking fund would need to be reinvested in football related activities. This is only a limited risk as such expenditure already forms part of the leisure services budgets which would therefore be available to 'discharge' this requirement.

Although included within the risk table below, it is worth highlighting the financial risk if the estimated surpluses above are not achieved. Such risks are increased given the long term commitment required as part of the football foundation grant conditions and factors such as demand could change over this time span. If the required surplus is not generated to set money aside in a sinking fund, then any shortfall would need to be met via the Council's long term financial forecast which may require savings to be made elsewhere within the overall budget.

## Risk

| Key Risks   | Action Proposed to Manage the risk   | Link to Corporate Risk Register     |
|---|--|-------------------------------------|
| Operational - project runs overtime, budget or is of poor quality   | <i>The works will be reported through the Council's project board and ensure information regarding key risks are received on a timely basis. The key features of the new proposed 3G Pitch will be outlined to provide the best quality of works is undertaken.</i>  | 2 - Failure to deliver key projects |
| Project Cost Increase   | <i>The project has already been subject to a procurement exercise, so the costs are already understood. A number of surveys have been undertaken to mitigate against unknown costs.</i>  | 2 - Failure to deliver key projects |
| The Football Foundation initiate the clawback clause within the 21 years specified  | <i>This will only be in extreme cases where the Council does not comply with the terms and conditions, or decides to use the land identified for another purpose</i>   | 1 - Financial                       |
| Reputational - failure to manage operational risks leads to negative publicity of the Council   | <i>As per operational risks, the project board will manage with input from the communications manager where appropriate. Keeping up to date on where the project is currently and through communications manager engaging with the public will support the community involvement.</i>  | 3 - Reputational                    |
| <i>Discharge any FF pre-commencement award conditions - As advised by Limonta Smith + the £20k nett allowance Network Rail advised us of for their fee's for the BAPA + Limonta Smith's OHP</i> | <i>To proceed to satisfy the Planning Authority and discharge all pre-commencement planning conditions. Allowing Limonta Smith to liaise with Network Rail regarding the BAPA, signing the drafted limited letter of Intent. If the project wasn't to proceed the funds from the land swap agreement would over the £20K discharge cost.</i> | 1 – Financial                       |
| Revenue drops below minimum level to cover fixed costs - £33K. TDC would have to make up the shortfall.   | Regular income forecasting to identify risk through quarterly budget monitoring processes. Pick up any shortfall through 10 year   | 1 - Financial                       |

## LEGAL

The proposals are within the Council's powers. The Request for allocation of budget will be in accordance with the Budget and Policy Framework, as set out in Part 5 of the Council's Constitution.

Tenders were provided to six approved suppliers on the 27<sup>th</sup> November via the e-Tendering portal. All six tenders returned their tender by the date and time. A full tender report has since been received with a preferred AGP supplier based on a cost of £612,516.21 (exclusive of 5% contingency and VAT).

Full Planning Permission was granted for this project in October 2020. As part of the planning permission, a condition was included to ensure that the displacement of hockey is accommodated elsewhere in the District. A strategy for this has been agreed with Sport England and England Hockey which will see the refurbishment of a sand-based pitch at Brightlingsea. Discussions are also taking place with local hockey clubs about the use of Dovercourt Bay Lifestyles.

The grant award includes a 21 year clawback, if at any time the Council does not meet the essential criteria set out in the terms and conditions. The definition of "clawback period" means that the Foundation will have up to 21 years in which to clawback this grant, running from the date of acceptance of the Grant. During the "clawback period" of 21 years the Council would be unable to, e.g. transfer, sell, lease, licence or otherwise dispose of any part of the "facility" i.e. equipment, buildings or land without the prior written consent of the Foundation's Chief Executive, and the Council would have to comply with certain conditions if consent were given: there is no guarantee consent would be given. The clawback is part of the standard terms and conditions for the Football Foundation, as set out by their funding backers, including Sport England.

In relation to the clawback period, the Football Foundation require the Council to agree a restriction on the artificial pitch facility, once complete. The Football Foundation require the Council to pay the fees for registration of this restriction which are quoted at £1,000.00 + Vat, with disbursements. No work can be started on the "project site" until the restriction is in place. For clarity the following condition will be included in the terms and conditions in relation to this restriction:

*'No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by The Football Foundation (Registered Company Number: 03876305) of 10 Eastbourne Terrace, London W2 6LG or their conveyancer.'*

The Football Foundation confirm that they would not oppose improvements/re-configuration of facilities and this restriction is in relation to disposal, as the passage above suggests. However, it must be noted that the Football Foundation will not accept additional wording "not to be unreasonably withheld" to the restriction. The implications of this is that it gives the Football Foundation a greater degree of control over the use of the land in question. The restriction may have some impact on the value of the land subject to the restriction.

It should be noted that although this does not cover the entire site, the restriction would include the new artificial pitch, together with the ancillary facilities that service/support the pitch, including the appropriate changing rooms, spectator toilets, car park, access road (to the adjoining highway) grass pitches etc as illustrated on the Freehold Title Plan



EX816875 edged gold and coloured purple. In the event of a decision being made to dispose of the artificial pitch and ancillary facilities prior to the end of the 21 years, it is not clear how much of the grant will need to be repaid and by when. It will be at the Football Foundation's discretion to dictate how much of the grant would need to be repaid and when, depending on the circumstances at the time. The Council will need to consider what provisions need to be considered and put into place if the grant is ever to be repaid to the Football Foundation.

It should be noted that in addition to the land swap transaction between Essex County Council and the Council, the Council was to grant The Sigma Trust a licence under a joint use agreement for a period of 40 years for the use of access, parking and the artificial grass pitch for the benefit for the benefit of The Sigma Trust in exchange of the use of changing rooms, outdoor playing pitch and space for the benefit of the Council premises. During negotiations The Sigma Trust have expressed that it wishes to have an easement – an interest in land, instead of a licence. The joint use agreement is yet to be finalised.

The Council would need to request the first payment of the Grant within 6 months of the date of the offer letter which is dated 26 April 2021. The terms and conditions need to be agreed by 26 June 2021. As such, it will be necessary for the Council to agree them 'subject to call in', as this falls prior to the call in period for this decision expiring.

If the funding is agreed, the Football Foundation appoint and pay for an independent consultant to undertake the following services on the Council's behalf:

- Administration of the JCT 2016 Design & Build Contract on our behalf
- Attend site to monitor progress and chair regular meetings
- Cost management including Financial Reporting and issue of Payment Certificates
- Health & Safety compliance including acting as your CDM Advisor
- Monitoring of the suppliers performance throughout the project

## **OTHER IMPLICATIONS**

**Consideration has been given to the implications of the proposed decision in respect of the following and any significant issues are set out below.**

**Crime and Disorder / Equality and Diversity / Health Inequalities / Area or Ward affected / Consultation/Public Engagement.**

### Area or Ward Affected

Clacton Leisure Centre is located in St James Ward, but has the potential to impact on surrounding wards and the wider District.

### Health Inequalities

The project will have an opportunity to address key priorities identified within the local Health and Wellbeing strategy. These are:

- Priority 1: Tackling obesity, improving diet and increasing physical activity.
- Priority 2: Improving mental health and wellbeing.

Increasing physical activity levels and establishing a programme of use that addressed the issues identified within the strategy will be vital in ensuring the site supports the priorities and principles of the strategy.

### Consultation/Public Engagement

A consultant working on behalf of the Council, funded through the football foundation has undertaken a full consultation with local clubs. This was to establish the future use of the pitch and which clubs would look to use it.

Several local football clubs hire the existing artificial Pitch for individual teams, including over the past two years Holland FC, Banks FC, FC Clacton, Frinton & Walton Youth FC, Pavilion FC, Elmden Rovers Youth FC, Frinton Mavericks FC, Thorpe Athletic, Sokretex Reserves and The Offsiders FC. Football Development East also makes use of the existing facility.

A walking football group and several unaffiliated groups also use the site weekly during the season. Disability 4Sport and Colchester United Football also hire the facility throughout the year. This confirms that the leading interest for the site is from football users, yet the current facilities are not ideal for training due to the type and quality of the surface, nor are they suitable for the clubs to use for any match play activities.

## **PART 3 – SUPPORTING INFORMATION**

### **BACKGROUND**

The purpose of this project is to fund asset improvement works to refurbish an existing sand-based pitch at Clacton Leisure Centre, providing a full-size floodlit 3G Artificial Grass football pitch as the first phase of a broader strategy for the Council's Sports Facilities. The artificial pitch is at the end of its maintenance lifecycle and requires a refurbishment. The scope of the project includes:

- Pitch foundation and base
- Artificial grass surface
- Perimeter fence
- Sports equipment and site furniture
- LED floodlighting
- Hard standing areas
- Maintenance equipment
- Drainage works

The Council's Sports Facilities are a discretionary service but valued community asset, with Clacton Leisure Centre as the most prominent site within the Council's Sports Facilities stock, attracting around 420,000 visits each year.

The aims of the project are:

- To provide a high quality, all-weather 3G floodlit training and playing facility to accommodate the needs of clubs in and around Clacton on Sea and to meet an identified shortfall of pitches in the Tendring District.
- To support the development of targeted programmes (women and girls, inclusive teams) within Clacton and the surrounding areas.

- To reduce the pressure on existing training and playing facilities in the local area for both community groups and the schools.
- To establish a football development group to support football outcomes and review participation amongst target groups.
- Work strategically with other facilities in the locality to maximise the use of all facilities and support club growth and development.

There are currently no full-size 3G pitches within Tendring District, with only recently a sand based hockey pitch at the Tendring Education Centre being resurfaced as a 3G pitch. However, this is not on the FA pitch register and is not marked for football. There are only six sites with artificial grass pitches within 10 miles of the project sites. This is additional to the existing full-sized sand-based pitch, which is planning to be refurbished as part of this project. In relation to the other pitches there are two small pitches, one full-size sand-based pitch and two small sand-based pitches. Neither of the small sand-based pitches is available for community use, both are on school sites, and one of these pitches does not have floodlights. This means that within 10 miles of the site, there is one 3G, one full-size sand-based Pitch and two small based 3G pitches available for community hire. Both of the small 3G pitches are home to local football clubs that have a significant amount of use on the site.

The existing sand-based pitch at Clacton requires refurbishment and has minimal hockey use. The majority of users are football groups who use it for training during the winter months. Clacton Leisure Centre also run several community-based programmes, and Colchester United run a 'KICKS' community football scheme from the site. All of these activities will continue and be enhanced through the new facility. Consultation has taken place with Colchester United, who have confirmed an interest in running the KICKS and other sessions. While many clubs use the grass pitches next to the leisure centre, these face a number of cancellations due to the grass conditions. It is proposed that this development will lead to the school changing rooms being opened back up to the community, supporting grass pitches and 3G players. It will also enable match play on both the 3G and grass pitches to support the identified growth of local leagues, which has been identified as a concern by the playing pitch strategy for Tendring.

The Essex and Suffolk District League currently have 84 teams covering Essex and Suffolk, with a dozen or more playing in the Tendring area. The league has struggled to get all the fixtures in and hold matches in the evening. Having an additional 3G pitch in Clacton will be an excellent bonus for the league, and they have suggested that several clubs are likely to wish to book the Pitch, assuming there is a realistic pricing scheme. This project is considered one of the highest priority out of the number of projects to be considered. Completing this project at the Council's flagship facility would sustain the current income level whilst acting as an attraction for future bookings, increased income and would be a crucial part of the Council's COVID recovery.

#### Agreement for Vista Road Playing Field

In October 2019, Cabinet agreed the following in relation to the potential disposal of public open space and to approve the principle of various property transactions and contractual arrangements required to facilitate the extension of the sixth form facility at Clacton County High School:

*'having considered the objections and comments received, as set out in Appendix D to the Portfolio Holder's report, in respect of the potential disposal of public open space, agrees that the loss of public open space is outweighed by the provision of a new*

*extended school facility and by the provision of a dedicated sixth form education facility in the District.'*

This report also acknowledged that the existing all-weather pitch, parking and various other features at the sites are in need of some investment and refurbishment. A financial allocation was made by Essex County Council at this time, towards match funding improvements to the artificial grass pitch

### Playing Pitch Strategy

The Playing Pitch Strategy for Tendring stated that there is both a current and future shortfall of youth 11v11 and 9v9 pitches, further exacerbated when future demand is factored in. It also noted overplaying on a number of sites and a number of the pitches being assessed as standard. The plan recommends the requirement to protect the existing quantity of pitches, which will be managed and increased by creating a new 3G pitch at Clacton Leisure Centre.

The strategy identified a shortfall of three 3G pitches and identified four potential locations. A pitch located at the leisure centre will provide the central location but offer the required community facility. The Pitch is also listed as the highest priority within the Local Football Facilities Plan for Tendring following a recent consultation. There are two projects within the Essex Local Delivery Pilot (Tendering Mental Health Hub and Healthier Independence Longer - HILL) that operate in Clacton and can provide recreational activities to support health and wellbeing on the proposed facilities as part of this project.

Improving the quality of the leisure centre environment will enhance the customer experience at Clacton Leisure Centre. This refurbishment will provide a facility that users would expect from a modern leisure centre and contribute to the Council's COVID recovery. By installing a new 3G pitch, it will protect a much-valued community asset.

The Football Foundation is the United Kingdom 's largest sports charity, channelling funding from the Premier League, The FA and the Government (via Sport England) into transforming the landscape of grassroots sport in England.

The Council has been using one of the nominated FF consultations to prepare architects designs, costings and the required football development plan for the pitch at Clacton. The cost of this will be claimed back through the FF funding bid.

Officers from the Council's Sport and Leisure, Public Realm and Planning services have been working with th e Football Foundation (FF) and Essex FA (EFA) to develop a 3G pitch strategy for Tendring. An independent study was financed and commissioned by the Football Foundation in 2019 which established that there is potentially a need and demand for three new 3G pitches in the District. If the Clacton project is approved by Cabinet, the FF and Essex FA are keen to discuss the potential for future projects, as set out in the Back to Business Delivery Plan.

## **BACKGROUND PAPERS FOR THE DECISION**

None.

## **APPENDICES**

Appendix A – Football Foundation Offer Letter

Appendix B – Football Foundation Funding Terms and Conditions

Appendix C – Revenue Projections

Appendix D – Freehold Title Register and Plan EX816875

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Mr Kieran Charles  
**Tendring District Council**  
Vista Road  
Clacton-on-sea  
Essex  
CO15 6DB

26 April 2021

Ref: G120724

Dear Mr Charles

**TENDRING DISTRICT COUNCIL: EXTENSION AND CONVERSION OF EXISTING SAND DRESSED AGP TO FORM A NEW 100M X 64M LED FLOODLIT 3G FTP**

The Football Foundation (Foundation) has approved a capital grant offer of **51%** of a total project cost of **£668,751**, subject to a maximum payment of **£343,751**, to Tendring District Council towards Extension and conversion of existing sand dressed AGP to form a new 100m X 64m LED Floodlit 3G FTP and delivery of the aims and objectives detailed in the Application and the Site Development Plan submitted as part of your application, (which is available in your online Foundation Grant Management Account) 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**

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

**Pre-construction conditions**

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

**Pre-claim capital conditions**

- That the Organisation 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.

**Pre-opening conditions**

- That prior to the facility opening, the programme of use and pricing policy is forwarded to the Foundation, The FA and Essex County FA for approval.
- That a Steering Group is established to monitor and review delivery of the plan, and that Essex County FA are invited to be part of this process. A copy of the Terms of Reference and minutes of this Group are to be submitted to the Foundation, prior to the facility opening.
- That the Organisation procures the operator of the commercial small-sided league via a competitive tendering procedure, prior to the opening of the facility. This would remain an ongoing condition to include any subsequent appointment of a small-sided league operator throughout the clawback period of the grant.

- That Service Level Agreements are agreed and signed by HYFC and FWYFC prior to the facility opening.

#### **Ongoing conditions**

- That yearly reports against the Site 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.
- That the Organisation undertakes maintenance training provided by the supplier prior to the facility opening to include processes to mitigate against and minimise the risk of infill loss into the surrounding environment, and that the Organisation commits to uphold these processes as part of their maintenance programme for the duration of the claw back period.
- That the 3G pitch meets the standards for full-size pitches contained within The FA Guide to 3G FTP Design Principles and Layouts (February 2020) and that the surface shall meet FIFA Quality Standard for community use at initial certification and for the duration of the clawback period.
- That the Organisation ensures that the existing full-size 3G FTP is maintained and is kept on The FA's 3G Pitch Register throughout the duration of the claw back period.
- That the Organisation provides the Foundation with Monitoring information in respect of the condition of each of the grass pitches at your site for the period of claw-back. Pitch assessment data must be submitted at least twice per year using the PitchPower tool <https://footballfoundation.org.uk/pitchpower> within the following window (1) 1st November – 31st March (essential) and within at least one of these windows; (2) 1st April – 30th June or (3) 1st July – 31st October. Whenever pitch assessment data is submitted, it is important that there is at least one month between the readings. On receipt of the data, the Pitch Advisory Service will provide a Grass Pitch Assessment Report (GPAR) from which the recommendations identified are to be undertaken in order to improve and maintain the grass pitches at your site to at least the Pitch Quality Standard (PQS) of 'Good'. Visit [the GMA website](#) for information on the Pitch Grading Framework and to see what 'Good' means.
- That all revenues generated by the site, 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 and Essex County FA. Applicants would be required to present annual accounts relating to facility income and sinking funds to the Foundation as part of on-going M&E obligations.

#### **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 all the goalposts at the site comply with The FA Goals for Football: Guidance Note and must comply with BSEN748:2013+A1:2018 and BS/EN16579:2018.
2. Until the pre-construction and pre-claim capital conditions are fulfilled, no Grant will be payable.
  3. Until the pre-claim revenue conditions are fulfilled, no revenue Grant will be payable.
  4. Until the final 5% conditions are fulfilled, the final 5% of the capital Grant will not be paid.
  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.
  6. The Organisation 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.
  7. If the Organisation has the responsibility of maintaining their own grass pitches on site, the Foundation recommends that a minimum of two representatives from the Organisation complete



a Grounds Management Association Level 1 Football Groundsmanship course (ONLINE). Further information can be found at <https://www.thegma.org.uk/learning/training>

## 2. Acceptance

1. The Organisation has **two months from the date of the Grant Offer Letter** to electronically 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 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. No Grant Agreement comes into existence between the Foundation and the Organisation, and accordingly the Foundation is not bound to make payment of the Grant, unless and until a signed Grant acceptance form has been received by the Foundation and where applicable the specific requirements set out in paragraph 1.1 above have been fulfilled to the Foundation's satisfaction.
3. If you wish to accept this Grant on the terms stated herein **please visit your online Grant Management Account through which you made your application and complete the form of acceptance**, duly electronically signed and dated by two authorised signatories (or four in the case of a joint award).. You should retain an electronic copy of the acceptance, which, together with this letter, will constitute the Grant Agreement between the Foundation and the Organisation.

## 3. Payment of the grant

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.
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. 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.
4. Electronic claim forms can be completed on the Foundation website through your Grant Management Portal and completed and returned as the work progresses. Each claim 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 electronically signed and counter-signed by two appropriately qualified and authorised persons and must be accompanied by appropriate supporting documentation.
5. Payments will be made by Bankers Automated Clearing Services (BACS) directly into a valid bank account.

## 4. Signage and Publicity

1. Please note that you have been awarded the grant from the Premier League, The FA and Government via the Foundation. Accordingly, please ensure that you refer to the organisation in this way throughout all public communications, such as websites, press releases and newsletters.

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 Premier League, The FA and Government. Your Technical Project Manager will be liaising with you to begin the process of ordering and installing this signage.
3. You are asked to fill in the opening ceremony form that will be sent to you two months prior to your project's projected completion date. This will ensure the Foundation's communications team are kept abreast of any event you hold to officially open your new facility. If you need any more information, you can contact the communications team on 0345 345 4555 ext. 4292 or at [events@footballfoundation.org.uk](mailto: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.

## 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

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.
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.
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

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.
2. The Foundation values our relationship with you and therefore takes your rights to privacy seriously. We have therefore updated our privacy statement to explain what personal information we collect about you, how we use and look after it, and your rights. We want to share this with you so that you are clear about our obligations and your rights, and in case you have any questions for us. The privacy statement can be found on our website.
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, Billy Fox, 0345 345 4555 Ext: 4286. **All correspondence regarding your project should also be addressed to your Technical Project Manager.**

With best wishes,

A handwritten signature in black ink, appearing to read "Dean Potter". The signature is fluid and cursive, with the first name "Dean" written in a larger, more prominent script than the last name "Potter".

**Dean Potter**

**Director of Grant Management**

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# Football Foundation

## General Terms and Conditions of Grant

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## 1. Definitions

1.1 For the purposes of the Grant and the Grant Agreement (as defined below) the following expressions shall have the meanings respectively ascribed to them:

|                                |  |
|--------------------------------|--|
| “Organisation Application”     | means the application submitted by or for the Organisation for a Grant in respect of the Project and shall include all written and oral representations made by the Organisation to the Foundation regarding the Organisation, the Project and the Facilities  |
| “Capital Funding”              | means the Grant (or part of Grant) referred to in the Grant Offer Letter that relates to funding which is to be used for the purchase, construction or development of Facilities and/or Grant Assets   |
| “Clawback Period”              | means the period of up to 10 years for grants of between £25,000 and £100,000, and up to 21 years for grants of over £100,000 from the date of acceptance of the Grant   |
| “Facilities”                   | means any facility, capital equipment (including Grant Assets), building (including fixtures and fittings) and/or land in respect of which the Grant is made as specified in the Grant Agreement and shall include without limitation, any facility, equipment, buildings and/or land proposed to be acquired or improved as a result of the Grant |
| “Football Development Plan”    | means a plan prepared by the Organisation setting out the aims, objectives, responsibility and timescales relating to the development of football in the area in which the Facilities are situated   |
| “Foundation”                   | means the Football Foundation (registered Company number 3876305; registered charity number 1079309) whose registered office is at 10 Eastbourne Terrace, London, England, W2 6LG and references to the Foundation shall include the Foundation, its staff and any other person representing the Foundation  |
| “Funders”                      | means the Big Lottery Fund, the Exchequer, Sport England, the Football Association Limited and the Football Association Premier League Limited, as applicable  |
| “General Terms and Conditions” | means these terms and conditions   |
| “Grant”                        | means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project which may consist of Capital Funding and/or Revenue Funding   |

|                         |   |
|-------------------------|---|
| “Grant Assets”          | means any property (i) whose acquisition, creation or improvement is funded in total or in part by the Grant; and (ii) that has an acquisition cost or value (whichever is higher) of £1,000 or above; and (iii) that has an economic life of three years or more (based on normal accounting practice)   |
| “Grant Agreement”       | means the agreement entered into between the Organisation and the Football Foundation in the form of a Grant Offer Letter, which incorporates these General Terms and Conditions  |
| “Grant Offer Letter”    | means the grant offer letter sent to the Organisation confirming the Grant  |
| “Organisation”          | means the organisation or organisations to which the Grant is made  |
| “Practical Completion”  | means, where the Facilities are land or buildings to be constructed or improved as a result of the Grant, the date specified in any certificate issued by the supervising architect, surveyor, engineer or other competent professional as the date on which work on the Facilities was practically completed under the terms of the relevant building contract |
| “Project”               | means the project or projects described in the Application, the Football Development Plan and/or the Grant Offer Letter   |
| “Project Plan”          | means a plan prepared by the Organisation relating to the financial and operational management and marketing of the Project and the Facilities  |
| “Project Specification” | means the most recent specification for the Project supplied by the Organisation and approved by the Foundation   |
| “Revenue Funding”       | means the Grant (or part of Grant) referred to in the Grant Offer letter that relates to funding which is to be used for management or development of projects and/or the purchase of equipment that does not constitute Grant Assets   |
| “Sign Contractor”       | means the person named in the Grant Agreement as the Foundation’s authorised supplier of signs, or such other person as may from time to time be notified by the Foundation to the Organisation; and  |
| “Sport England”         | means The English Sports Council.   |





1.2 References in the Grant Agreement to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to the Grant Agreement so numbered.

## **2. Use of Grant (All Grants)**

2.1 The Grant will be used solely towards the Project in accordance with the Grant Agreement, and only by the Organisation, and under no circumstances shall it be used for any other purpose.

2.2 The Organisation will use its best endeavours to deliver the aims and objectives detailed in the Football Development Plan and in accordance with the Project Plan.

2.3 Delivery of the Project will comply with any Project Specifications agreed with the Foundation.

## **3. Construction of Facilities (Capital Funding Only)**

Where land or buildings are to be acquired, constructed or improved as a result of the Grant: -

3.1 the highest standard of Facilities must be aimed for;

3.2 the Organisation must have security of tenure of the Facilities and/or the land on which the Facilities are built for the Clawback Period by means of a freehold or uninterruptible leasehold. A copy of any relevant lease must be sent to the Foundation on request;

3.3 the construction, improvement and/or development of the Facilities must be supervised throughout by a qualified architect, surveyor or engineer or other competent professional;

3.4 the Organisation must take into account and make appropriate provision for use and enjoyment of the Facilities by people with disabilities; and

3.5 the Organisation will notify the Foundation immediately following Practical Completion.

## **4. Construction/Development of the Facilities (Capital Funding Only)**

In respect of the costs of construction and/or development of the Facilities:

4.1 at least three competitive tenders for the provision of the Facilities shall be obtained by the Organisation in accordance with normal tender and contract procedures;

4.2 an explanation of the tender accepted shall be submitted to the Foundation prior to works being commenced. The explanation must be satisfactory to the Foundation, failing which the Grant may be withdrawn by the Foundation at its sole discretion and any Grant monies already paid shall immediately become repayable to the Foundation;

- 4.3 a copy of the original “form of tender” from the appointed contractor for the construction works shall be submitted, together with a list of the unsuccessful tenders. On Facilities where a “tender report” is prepared by a consultant quantity surveyor, architect, or other professional, a copy of this report shall also be submitted; and
- 4.4 the Organisation shall ensure that the Foundation has the right, in its absolute discretion, to inspect and copy the relevant documents and records of all persons from whom tenders have been obtained in relation to the Project.

**5. Management & Use of Project and Facilities (Capital Funding Only)**

- 5.1 The purpose of the Project, the arrangements for management and community use of the Facilities and the purpose for which the Facilities are used shall be as set out in the Application and the Grant Agreement and shall not be changed throughout the Clawback Period without the prior written consent of the Foundation.
- 5.2 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project and the Facilities in accordance with the aims, objectives, targets, and timescales set out in the Football Development Plan and the Project Plan.
- 5.3 The Organisation shall at all times throughout the Project and the development of the Facilities and until the expiry of the Clawback Period:
- 5.3.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for use of the Project and the Facilities by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;
- 5.3.2 keep the Facilities, and all facilities, fittings or equipment used in connection with them in good repair and condition and undertake all things as may be necessary to ensure their proper maintenance;
- 5.3.3 That the applicant ensures that where the facility includes a full size 3G FTP, the pitch is maintained to the FIFA Quality Concept for Football Turf or the International Match Standard (IMS), or superseding standard, and kept on The FA 3G Pitch Register throughout the duration of the clawback period. Smaller pitches should be built to this quality standard and tested to BS EN 15330-1:2013 Surfaces for sports areas;
- 5.3.4 That the applicant ensures that where the facility includes grass football pitches, all of the football pitches are improved and maintained to meet the Grounds Management Association (formerly the Institute of Groundsmanship) ‘Good’ or ‘Advanced’ standard (or any superseding standard). The applicant will be asked to provide pitch quality data three times per year using a Digital Assessment Tool.

Monitoring Information must be submitted a minimum of three times per annual Football Season throughout the clawback period of the award, once within each of the following three windows:

- (a) 1<sup>st</sup> April – 30<sup>th</sup> June
- (b) 1<sup>st</sup> July – 31<sup>st</sup> October
- (c) 1<sup>st</sup> November – 31 March

At least two calendar months must have elapsed between the next submission of monitoring information.

- 5.3.5 decorate all internal and external parts of the Facilities following their construction as often as may be necessary in the opinion of the Foundation;
- 5.3.6 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project, the Facilities, the Grant Assets, their use and any activities carried out thereon against and in respect of all usual risks (including third party, public, employee and occupier's liability) to their full replacement value (where relevant), and a copy of the current policy and evidence of premium payment shall be provided to the Foundation upon request;
- 5.3.7 make and operate satisfactory arrangements for the storage and safekeeping of any equipment, or Grant Assets, acquired or improved as a result of the Grant. If any such equipment is lost or otherwise unavailable for use the Organisation shall replace it as soon as reasonably practicable at no cost to the Foundation;
- 5.3.6 take into account and make appropriate provision for use and enjoyment of the Project and the Facilities by people with disabilities;
- 5.3.7 ensure that no-one will be denied access to use the Project or the Facilities on grounds of disability, race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion;
- 5.3.8 comply with all statutory requirements and other laws and regulations relating to the Project and the Facilities and the development and operation thereof, including without limitation employers' liability insurance, the national minimum wage, the "Working Time" Directive, health and safety, data protection, intellectual property, and religious, political, race, sex and disability discrimination requirements, laws and regulations.
- 5.3.9 comply with all statutory requirements and other law, regulation, regional and national practice guidance and procedures, recommendations and any such other requirements that may be notified to the Organisation in writing relating to safeguarding children and vulnerable adults (as may be amended and/or supplemented from time to time) including without limitation ensuring that the Organisation appropriately reviews, updates and follows comprehensive safeguarding policies in respect of which all

staff and volunteers are appropriately trained. Such safeguarding policies must, as a minimum, provide for the carrying out of appropriate checks on and supervision of people working with children and vulnerable adults on the Project and/or at the Facilities and requirements for identifying, managing and reporting any incidents, together with any and all other detail that is either mandatory or desirable from time to time in line with best practice.

- 5.4 The Organisation must inform the Foundation in writing of anything that materially threatens, makes unlikely, or delays the completion or success of the Project and the Facilities.

## **6. Management of the Project (Revenue Funding Only)**

- 6.1 The purpose and the duration of the Project shall be as set out in the Application and the Grant Agreement and shall not be changed without the prior written consent of the Foundation.

- 6.2 The Organisation undertakes, warrants and agrees to use its best endeavours to manage and operate the Project in accordance with the Football Development Plan and the Project Plan.

- 6.3 The Organisation shall at all times throughout the Project:

6.3.1 ensure that, unless the Foundation has given its prior written consent, the fees and charges for the use or participation in the Project by members of the public do not increase beyond any increase in the Retail Price Index from the date on which the Application was approved by the board of the Foundation;

6.3.2 take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Project in respect of all the usual risks and provide a copy of the current policy and evidence of premium payment to the Foundation upon request; and

6.3.3 comply with the provisions of 5.3.5 to 5.3.9 and 5.4 in relation to the Revenue Funding.

- 6.4 Where Revenue Funding is to be used for the employment of staff or consultants the Organisation shall:

6.4.1 advertise for the post and supply details of the post, the recruitment process and any recruitment advertisements to the Foundation; and

6.4.2 obtain the prior written consent of the Foundation to the matters in clause 6.4.1; and

6.4.3 throughout the selection, recruitment and appointment process apply equal opportunity policies; and

6.4.4 supply to the Foundation details of the terms of employment if requested by the Foundation.

## **7. Payment**

7.1 Payments of Grant will only be paid into an ordinary business bank account in the name of the Organisation. Cheques from the account must be signed by at least two individuals.

7.2 The Organisation shall not deposit any part of the Grant outside ordinary business accounts within the clearing bank system, without the prior written consent of the Foundation.

7.3 The Foundation reserves the right to call for proof of payment.

7.5 No Grant will be paid until the Foundation is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.

7.6 The Organisation must promptly repay to the Foundation any Grant incorrectly paid to it as a result of any administrative error. This includes (without limitation) situations where either an incorrect value of Grant has been released or where Grant has been released in error before all applicable General Terms and Conditions of Grant have been complied with by the Organisation.

7.7 The Organisation must electronically request the first payment of Grant within six (6) months of the date of the Grant Offer Letter, unless otherwise agreed in writing by the Foundation. If this date cannot be met, the Organisation must promptly send the Foundation a written explanation as to the reasons for the delay in requesting payment. If the first payment of Grant is not requested by the Organisation within six (6) months of the date of the Grant Offer Letter, the Grant will automatically lapse without the Foundation providing any additional warning or other form of notification to the Organisation.

Thereafter, the Foundation will not be liable for making any future Grant payments and the Grant Agreement shall terminate immediately provided always that termination of the Grant Agreement for whatever cause shall not prejudice or affect the rights of one party against the other in respect of any breach of the Grant Agreement.

7.8 The Organisation must request the last payment of the Grant within twelve (12) months of the date that the first claim is paid by the Foundation, unless otherwise agreed in writing by the Foundation. If not requested within such twelve (12) month period, the Foundation will have no obligation to make any further payment(s) pursuant to the Grant Agreement.

## **8. Claiming Capital Funding**

8.1 Capital Funding to purchase, construct or develop Facilities shall be paid as follows:

- 8.1.1 on compliance with any pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 of the Offer Letter and on receipt of appropriately completed electronic claim forms and accompanying invoices the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost as set out in the Grant Offer Letter. This will continue until 95% of the Capital Funding has been released. The remaining 5% of the Capital Funding will only be paid:-
- (a) on receipt of an independent auditors certificate (or, where previously agreed with the Foundation, a statement confirming the relevant accounts have been independently examined);
  - (b) on receipt of a certificate of practical completion;
  - (c) on receipt of a certificate confirming all relevant Building Control Regulations have been complied with and any mechanical and electrical test certificates;
  - (d) on receipt of written confirmation from the planning department confirming the discharge of any conditions attached to the planning approval; and
  - (e) on completion of a site visit by the Foundation or its agent; and
  - (f) on satisfaction any other condition that remains outstanding specified in the Grant Offer Letter.
- 8.1.2 the 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 Capital Funding; and
- 8.1.3 electronic claim forms will be provided by the Foundation through the applicants Grant Application Manager on their website and 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 electronically counter-signed by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.

## **9. Claiming Revenue Funding**

- 9.1 On compliance with the pre-claim revenue conditions set out in paragraph 1.1 of the Offer Letter and on receipt of satisfactory completed revenue claim form and relevant supporting documents, the Foundation will pay claims six monthly in arrears in accordance with and at the same percentage rate detailed in Schedule One to the Grant Offer Letter.

9.2 Where Capital Funding is being provided then notwithstanding clause 9.1, no Revenue Funding will be paid unless the first claim under the Capital Funding element has been paid.

## **10. Project publicity**

10.1 Where Capital Funding has been received:

10.1.1 throughout the Project and during the Clawback Period the Organisation will be asked to erect at the site of the Project and/or at the Facilities such internal and/or external signs reflecting the Grant as may be supplied to it by the Sign Contractor on behalf of the Foundation;

10.1.2 the Organisation shall be responsible for obtaining all approvals or consents for installation of the sign as may be required by statute, contract, landlord permission or otherwise;

10.1.3 on delivery of any sign to the Organisation the sign will become the property of the Organisation, which will maintain all signs to a satisfactory and safe condition. The Organisation will notify the Foundation and the Sign Contractor immediately if there are any defects in the sign or its installation;

10.1.4 the Organisation shall for the Clawback Period officially acknowledge the support of the Foundation in all materials which refer to the Project, and all spoken public presentations about the Project; and shall include (where appropriate or where requested by the Foundation) the Foundation's logo and, if asked by the Foundation, the names and/or logos of such of the Funders as the Foundation shall specify, provided always that the Foundation's logo may only be used with the prior written consent of the Foundation.;

10.1.5 the Organisation will co-operate with the Foundation in respect of publicity for the Grant. The Foundation will co-ordinate media activity in respect of the Grant. The Organisation shall not issue any public release nor hold any press conference about the Grant or the Facilities without the prior written consent of the Foundation; and

10.1.6 the Organisation shall arrange an official opening ceremony for the Project and/or the Facilities (in the latter case within a reasonable period after completion of the Facilities), which the Foundation may attend. The organisation shall liaise with the Foundation to agree a date of and the arrangements for the opening ceremony.

- 10.2 The Organisation will keep the Foundation informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Grant, 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 the Foundation's Grant or by taking credit due to the Foundation or its Funders for that funding and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor and ensure the Foundation and its Funders receive appropriate credit proportionate to the amount of funding it has contributed. For the avoidance of doubt, this clause shall not prevent a sponsor taking full credit for its own funding.
- 10.3 Where Revenue Funding has been received the Organisation will give appropriate recognition for the financial contribution provided by the Foundation for the duration of the Project.
- 10.4 For all Grants the Foundation shall have the right to promote its association with the Organisation, the Project and Facilities publicly and the Organisation shall grant the Foundation a licence without charge to use the name and image of the Organisation without restriction for this purpose.

## **11. Project monitoring**

- 11.1 The Project and the Facilities shall be closely monitored by the Foundation throughout the Clawback Period to ensure that the aims and objectives specified in the Application, Football Development Plan, Project Plan and Project Specification are being met, that the Grant Agreement is adhered to and that the Project and the Facilities represent good value for money.
- 11.2 Wherever it requires during the Clawback Period (including without limitation at any time both during the development and/or construction phases of the Project and the Facilities and after completion of the Project and the Facilities), the Foundation and any person authorised by the Foundation may make unannounced visits (including without limitation site visits, site audits and compliance visits) and may request meetings, for the purposes of monitoring the Project and the Facilities and monitoring compliance with the Grant Agreement. The Organisation will facilitate and co-operate in the arrangement and conduct of such visits and meetings and shall allow the Foundation and any person authorised by the Foundation access to inspect the Project and/or the Facilities at any time.
- 11.3 The Organisation will promptly provide to the Foundation any information and/or reports (including without limitation regular progress reports) requested by the Foundation in connection with the Project, the Facilities or the Organisation and its activities. The Organisation will complete any questionnaires requested by and respond promptly to any questions raised by the Foundation.
- 11.4 The Organisation shall evaluate and monitor the Project and, where Capital Funding has been provided, the Facilities, their use and success, and shall cooperate with and provide all the assistance required by the Foundation to allow the Foundation to evaluate and monitor the Project and the Facilities and their use and success. In particular, but without limitation, the Organisation shall keep records of the number of jobs created by the Project and Facilities, the number of users and other



beneficiaries of the Project and the Facilities, and such other information as the Foundation shall require from time to time.

- 11.5 The Organisation will provide a final report on the Project, in such form as is required by the Foundation, which confirms that the Project has been properly completed.
- 11.6 The Foundation may call for the views of any appropriate organisation or person on the progress of the Project.
- 11.7 The Organisation shall on request provide the Foundation with contact details of an individual who shall liaise with Sport England to provide the contact details of users of the Project to allow Sport England to monitor and evaluate use of the Project. In providing this information to both the Foundation and Sport England, the Organisation shall comply with all relevant data protection legislation.

## **12. Accounts and Records**

- 12.1 If all or any part of the Grant is awarded for the purchase of Grant Assets the Organisation shall maintain a detailed register of the Grant Assets throughout the Clawback Period and shall supply the Foundation with a copy of this annually, or when new assets are acquired or disposed of (whichever is the sooner).
- 12.2 The Organisation shall keep separate, full, proper and up-to-date accounts and records regarding the development, purchase, financial trading and use of the Project and the Facilities. Any person or persons authorised by the Foundation shall be given access, at the Foundation's request, to these accounts and financial records and the Foundation shall have the right to take copies of such accounts and records.
- 12.3 The Organisation must have its accounts externally audited (or independently evaluated, where appropriate) and if requested by the Foundation must provide a copy of the audit (or evaluation) report and the annual accounts to the Foundation.
- 12.4 The Organisation must meet any relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 12.5 The Grant must be shown in the Organisation's accounts as a restricted fund and not be included under general funds.

## **13. Mortgage, Disposal, Lease, or Change of Use of Facilities (Capital Funding Only)**

- 13.1 During the Clawback Period, subject to the terms of any charge or charges to which the Foundation shall previously have consented, the Organisation shall not without the prior written consent of the Foundation's Chief Executive:
  - 13.1.1 transfer, sell, lease, licence or otherwise dispose of all or any part of the Facility;
  - 13.1.2 grant any charge, mortgage or other form of security or encumbrance over all or any part of the Facility; or
  - 13.1.3 cease to use the Facility for the purposes previously approved by the Foundation.

The Organisation shall give written notice to the Foundation a reasonable period before it proposes to take any action that requires consent under this clause.

13.2 The Foundation may give consent in accordance with clause 13.1 subject to any or all of the following conditions:

13.2.1 the sale, lease, licence or other disposal is made at full market value as determined and evidenced by an independent professional valuation by an appropriately qualified expert approved in writing by the Foundation;

13.2.2 prior to the completion of the transfer, lease, licence, sale or other disposal the proposed new owner of the Facility enters into a deed of novation with the Foundation to ensure that the new owner is obliged to comply with the terms of the Grant Agreement in place of the Organisation;

13.2.3 the Organisation repays to the Foundation a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate;

13.2.4 termination of the Grant Agreement;

13.3 failure to obtain consent as required by clause 13.1 or failure to comply with any conditions imposed in accordance with clause 13.2 shall entitle the Foundation to terminate the Grant Agreement and to receive repayment from the Organisation of a sum equivalent to the Grant or at the discretion of the Foundation a sum equivalent to the Grant increased in line with inflation as determined by the Retail Price Index or such other sum as the Foundation at its discretion deems appropriate.

#### **14. Cessation or Suspension of Grant and Termination (all Grants)**

14.1 Without prejudice to the Foundation's other rights and remedies, (a) the Foundation's obligation to make any payments of Grant shall forthwith cease; (b) the Foundation may make all further payments of Grant subject to such conditions as it may specify; (c) the Foundation may require the full amount of Grant released to the Organisation (or such other sum as the Foundation may require) to be repaid to the Foundation on demand and (d) the Foundation 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 upon such terms and for such period as the Foundation shall at its absolute discretion determine; if:

14.1.1 the Organisation ceases to operate for any reason, or it passes a resolution (or the Court makes an order) that it be wound up (other than for the

- purpose of a bona fide reconstruction or amalgamation), or, if it was a charity at the time that the Application was made, it ceases to be a charity;
- 14.1.2 the Organisation becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or any of its members are surcharged or a manager is appointed on behalf of a creditor in respect of its business or a part thereof, or it is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as amended;
- 14.1.3 within the Clawback Period the Organisation fails to comply with any of the General Terms and Conditions of the Grant Agreement;
- 14.1.4 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to apply any part of the Grant for the intended purpose;
- 14.1.5 in the reasonable opinion of the Foundation or any of the Funders the Organisation fails to complete the works to be carried out in executing the Project in accordance with the terms of and to the standard indicated in the Application (unless any variation has been previously approved in writing by the Foundation);
- 14.1.6 any of the circumstances described in clause 15.1 occur without the Foundation's prior approval of a new application as required by that clause;
- 14.1.7 the Organisation fails to complete the Project on time or within a reasonable period (when no time is specified) or it appears that the Project is unlikely to be completed on time or within such period;
- 14.1.8 after considering the purpose of the Grant, in the Foundation's opinion further payment of the Grant would not constitute good value for money. (However, the Foundation shall, subject to the other terms of this Agreement, continue to pay the Grant to the extent that
- the Organisation has, with the prior written consent of the Foundation, contracted for goods and services and it is not practically possible to cancel such arrangements.);
- 14.1.9 there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;
- 14.1.10 in the reasonable opinion of the Foundation or any of the Funders, any of the assurances given or representations or information contained in the Application or other documents submitted by the Organisation to the Foundation were fraudulent, incorrect or misleading, or if the Organisation

acts fraudulently. Any attempts to defraud the Foundation by any means will be pursued rigorously: a report will be submitted to the appropriate body and any other necessary action taken;

- 14.1.11 any assurance, representation, release of information or statement made regarding the Application or the Project has changed in a manner that has a materially adverse effect on the Project and the Organisation has not informed the Foundation of the change;
  
- 14.1.12 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities have acted fraudulently or negligently at any time or in a manner which might have a detrimental effect on the Project, or the completion, development or management of the Facilities;
  
- 14.1.13 the Organisation, any member of the governing body, volunteer or member of staff of the Organisation, any person acting under the control or authority of the Organisation, or any partner or partnership organisation connected in any way with the Application, the Project or the Facilities does anything which may bring the Foundation into disrepute;
  
- 14.1.14 the Organisation is offered for public subscription to flotation on the stock market; or
  
- 14.1.15 any of the following circumstances occur without the Organisation first notifying the Foundation and obtaining its prior written consent and the Foundation reasonably considers such circumstances to be materially detrimental to the Project: -
  - (a) a transfer of assets from the Organisation to a third party;
  - (b) merger or amalgamation by Organisation with another body (including a company established by the Organisation);
  - (c) except where the Organisation is a local authority or parish council any change to the composition, structure or key personnel of the Organisation; or
  - (d) except where the Organisation is a local authority or parish council, any change to the Organisation's constitution, in particular but without limitation as regards its purposes, payment to members and members of its governing body, distribution of assets (whether on dissolution or not) or admissions of members (where it has a membership).

14.2 Without prejudice to sub-clause 14.1 the Foundation may suspend all or any of its obligations under the Grant Agreement while investigations are carried out into any matter referred to in sub-clause 14.1.

14.3 If the Foundation chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of the provisions of sub-clause 14.1, or indicates its intention to remain in default of any such provision, the Foundation may terminate the Grant Agreement immediately upon notice in writing to the Organisation.

## **15. New Application**

15.1 Without prejudice to clause 14, a new application must be submitted to the Foundation if prior to full payment of the Grant:

15.1.1 the Organisation proposes to change or vary the Application, the Project, its implementation, the works carried out or to be carried out in the execution of the Project, the Facilities or the purpose of the Facilities;

15.1.2 the Organisation proposes to dispose of the whole or any part of the Facilities;

15.1.3 there is a change to the ownership of the Facilities;

15.1.4 the legal structure or ownership of the Organisation changes;

15.1.5 it is proposed that the legal identity of the Organisation should change; or

15.1.6 there is a material change in the financial circumstances of the Organisation.

15.2 While the new application is being considered, no payments of the Grant shall be made and any payments made or liabilities incurred by the Organisation in respect of the Facility shall be at their sole risk and expense. In the event of the Grant being rescinded, the Foundation shall, at its sole discretion, be entitled to demand a full or partial refund of any payments of Grant already made.

## **16. Further conditions**

16.1 The Organisation agrees and accepts that payments of Grant can only be assured to the extent that the Foundation has available funds.

16.2 The Foundation may on giving prior written notice to the Organisation assign or transmit the benefit and burden of the Grant Agreement established by virtue of these General Terms and Conditions to any successor body of the Foundation.

16.3 The Organisation acknowledges that the Grant and the Grant Agreement are personal to it and not transferable.

16.4 Unless otherwise agreed by the Foundation in writing, the Organisation must notify the Foundation in writing of any legal actions, claims or proceedings made or

threatened against it (including any actions, claims or proceedings made or threatened against members of its governing body or staff) during the Clawback Period. Such notification shall be made as soon as practicable and in writing.

- 16.5 If the Organisation is not registered for VAT, this may be considered as part of the eligible project cost. Should the Organisation subsequently become registered for VAT, and be able to reclaim that element of expenditure, the reclaimed tax will be repaid to the Foundation. The Foundation will not increase the amount of the Grant if VAT is or becomes payable and/or unrecoverable. The Organisation is advised to seek its own advice on its own and the Project's status as regards VAT.
- 16.6 The Foundation shall have the right in its absolute discretion to disclose and make available for inspection and copying any information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties including, without limitation, the Funders, the National Audit Office and any person authorised by any of them. The Foundation will be sensitive to situations where it is aware that confidentiality is a significant matter, but the Organisation acknowledges that the Foundation is obliged under the terms of agreements with the Funders to disclose certain information, documents, accounts and/or records relating to or concerning the Project, the Facilities and the Organisation to third parties.
- 16.7 Any failure, relaxation, forbearance, delay or indulgence by the Foundation in enforcing any of the terms or conditions of the Grant 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 the Foundation prejudice or affect or restrict any of its rights arising under the Grant Agreement or be deemed a waiver by the Foundation of any breach or subsequent or continuing breach.

## **17. Duration**

Except where otherwise specified, the General Terms and Conditions of the Grant Agreement will apply from the date on which they are accepted by the Organisation until the later of:

- 17.1 the period of one year following payment of the last instalment of Grant;
- 17.2 so long as any Grant monies remain unspent by the Organisation;
- 17.3 where Capital Funding has been received for the duration of the Clawback Period; and
- 17.4 so long as any General Terms and Conditions of the Grant Agreement remain unperformed, or any event referred to in clause 14 has occurred and is continuing.

## **18. Warranties**

The Organisation warrants, undertakes and agrees that:

- 18.1 it has all necessary resources and expertise to carry out the Project;

- 18.2 it has and will keep in place adequate procedures for dealing with any conflicts of interest;
- 18.3 it has and will keep in place systems to deal with the prevention of fraud;
- 18.4 all financial and other information concerning the Organisation comprised in the Application or otherwise disclosed to the Foundation is to the best of its knowledge and belief, true and fair;
- 18.5 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 meeting its obligations in connection with the Grant;
- 18.6 it is not aware of anything in its own affairs, which it has not disclosed to the Foundation or any of its advisers, which might reasonably have influenced the decision of the Foundation in making the Grant on the terms contained in the Grant Agreement;
- 18.7 since the date of the last accounts there has been no change in the financial position or prospects of the Organisation.

**19. Multiple Organisations receiving the Grant**

Where there is more than one organisation receiving the Grant and/or delivering the Project: -

- 19.1 where any standard, obligation, representation or warranty under this Agreement is expressed to be undertaken or adhered to by the Organisation, each organisation shall be jointly and severally responsible for it;
- 19.2 the Foundation may release or compromise the liability of any of the organisations acting as the Organisation under this Agreement or grant any time or other indulgence without affecting the liability of any of the other organisations; and
- 19.3 any consent or authority given by the Organisation under or in connection with this Agreement shall bind all the organisations.

**20. Exclusion of Liability/Indemnity**

- 20.1 The Foundation, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development, planning, construction, operation, management and/or administration of the Facilities or the Project. In particular but without limitation, it shall 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 General Terms and Conditions of this Grant Agreement.
- 20.2 The Organisation will indemnify and hold harmless the Foundation, its employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss or damage of any type arising out of or in connection

with the Facilities, the Project and any activities carried out thereon except where such injury, death, loss or damage have resulted from the negligent act or omission of the Foundation or its employees or agents. In this latter case, the Organisation shall provide prompt notice to the Foundation of any such claim, and the Foundation shall have the sole right to control the defence of any such claim.

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

## **21. Security (Capital Funding)**

- 21.1 With regard to Capital Funding only, in the event that the construction or development of the Facility or purchase of land for the Facility exceeds £100,000 in value the Foundation may require that the Organisation shall at its own cost, if the Foundation so requires:
- 21.1.1 enter a restriction in such form as the Foundation may require on the registered title of the relevant property ; and/or
  - 21.1.2 grant or cause to be granted to the Foundation a legal charge over the relevant property in such form as the Foundation may require; and
  - 21.1.3 in either case the Organisation shall execute such further documents and provide such assistance as the Foundation may reasonably require in order to effect either of the foregoing and the Organisation shall make the necessary registrations at Companies House and/or the Land Registry and supply the Foundation's solicitors with evidence of such registrations.
  - 21.1.4 in the case of a charity and the giving of a legal charge comply with the provisions of s.38 of the Charities Act 1993 (as amended).
- 21.2 The Organisation shall provide in the case of a legal charge a solicitor's certificate of title confirming good and marketable title in respect of the relevant property in such form as the Foundation may require.
- 21.3 The Organisation shall provide a solicitors' undertaking to be responsible for the Foundation's solicitor's fees in connection with the grant of a legal charge or the entry of a restriction on the registered title or in the case of unregistered land a caution against first registration and the completion of a deed of dedication.

## **22. Law and Jurisdiction**

The construction, validity and performance of the Grant Agreement shall be governed in all respect by English law and be subject to the non-exclusive jurisdiction of the English Courts. The parties undertake to each other to use their best endeavours wherever possible to resolve any dispute, which may arise under the Grant Agreement amicably.

## **23. Rights of Third Parties**



Subject to clause 24 below, a person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Grant Agreement.

## **24. Funders**

- 24.1 The Foundation has been appointed by Sport England to enter into agreements with Organisations for the purpose of distributing Lottery and government funds to Organisations.
- 24.2 The Foundation enters into the Grant Agreement as principal for itself and as agent for and on behalf of Sport England.
- 24.3 The Organisation acknowledges that copies of the Grant Agreement and any other information, documents, accounts and/or records may be disclosed and made available to the Funders, the National Audit Office and any person authorised by them, and their respective representatives.
- 24.4 The Funders have a right to enforce any of the Foundation's rights under the Grant Agreement. Such rights may not be altered or extinguished without the consent of the Funders.
- 24.5 The Funders shall have all rights conferred on the Foundation by the Grant Agreement including without limitation all rights to information, inspection, disclosure, access and clawback.
- 24.6 In the event of any of the events listed in clause 14 of these General Terms and Conditions occurring, the Funders have a right to have the Grant Agreement novated to the Funders or any successor of the Funders to allow them to take the place of the Foundation in relation to this Grant Agreement.
- 24.7 The Funders may disclose any information concerning the Organisation, the Project or the Facilities to any persons.
- 24.8 In the event of any termination of the Foundation's agreement with any Funder:
- 24.8.1 the Organisation will return to the relevant Funder all the documentation relating to the Grant and specified by the Funder at a date to be agreed between the Funder and the Foundation; and
  - 24.8.2 the Organisation shall return to the relevant Funder any part of the Grant provided to the Foundation by such Funder which is unspent on the date that the Funder or the Foundation notified its desire to terminate the agreement between the Funder and the Foundation, subject to the agreed terms of termination.
- 24.9 Any of the Funders may assign all or any of its rights under this Agreement to any successor or such other body as the relevant Funder shall determine.

[Your rights to privacy](#)

On 25 May 2018, new law comes into force in the UK which updates your rights to privacy and changes the rules about how we can use your personal information.

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.

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

Clacton Leisure Centre Revenue Implications



GUIDANCE NOTES

Information entered elsewhere within the project plan will pre-populate a number of the Income & Expenditure figures below. Please enter amounts within the yellow boxes to provide both the baseline (current) amounts. Where information cannot be pulled through from elsewhere in the project plan, you will also need to enter this information.

INCOME

| Category                                   | Income Category  | Baseline       | Year 1         | Year 2         | Year 3         | Year 4         | Year 5         | Notes/ Guidance    |
|--|--|----------------|----------------|----------------|----------------|----------------|----------------|--------------------|
| Football Turf Pitch / Indoor / MUGA Income | Winter Hire Income (30 weeks)                                  | £36,733        | £39,600        | £40,788        | £42,012        | £43,272        | £44,570        |                    |
|  | Summer Hire Income (18 weeks)                                  | £0             | £3,000         | £3,090         | £3,183         | £3,278         | £3,377         |                    |
|  | Revenue Contribution   | £0             | £0             | £0             | £0             | £0             | £0             |                    |
|  | Other  | £0             | £0             | £0             | £0             | £0             | £0             |                    |
| Grass Pitches                              | Pitch hire   | £0             | £21            | £21            | £22            | £22            | £23            |                    |
|  | Revenue subsidy/ budget contribution from LA or Parish Council | £8,000         | £8,180         | £8,365         | £8,556         | £8,753         |                | % of School income |
|  | Other  | £0             | £0             | £0             | £0             | £0             | £0             |                    |
| Changing Pavilion                          | Building/Clubroom Hire   | £0             | £0             | £0             | £0             | £0             | £0             |                    |
|  | Kitchen income   | £0             | £0             | £0             | £0             | £0             | £0             |                    |
|  | Other  | £0             | £0             | £0             | £0             | £0             | £0             |                    |
| Misc                                       | Sponsorship/Fundraising  | £0             | £0             | £0             | £0             | £0             | £0             |                    |
|  | Vending income   | £8,000         | £8,240         | £8,487         | £8,742         | £9,004         |                | % of income        |
|  | Revenue grants   | £0             | £0             | £0             | £0             | £0             | £0             |                    |
|  | Other  | £0             | £0             | £0             | £0             | £0             | £0             |                    |
| <b>Total Income</b>                        |  | <b>£36,733</b> | <b>£56,621</b> | <b>£58,319</b> | <b>£60,069</b> | <b>£61,871</b> | <b>£63,727</b> |                    |

EXPENDITURE

| Category                   | Income Category                     | Baseline  | Year 1         | Year 2         | Year 3         | Year 4         | Year 5         | Notes/ Guidance  |
|----------------------------|-------------------------------------|-----------|----------------|----------------|----------------|----------------|----------------|--|
| Football Turf Pitch / MUGA | Annual maintenance contract         | £0        | £0             | £2,500         | £2,575         | £2,652         | £2,732         |  |
|                            | Equipment replacement               | £0        | £0             | £1,500         | £1,545         | £1,591         | £1,639         |  |
|                            | Pitch testing / inspection          | £0        | £0             | £0             | £0             | £1,500         | £0             |  |
|                            | Regular maintenance (weekly)        | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Sinking Fund                        | £0        | £25,000        | £25,000        | £25,000        | £25,000        | £25,000        |  |
|                            | Line Marking                        | £0        | £500           | £515           | £530           | £546           | £563           |  |
|                            | Rubber Crumb top-up                 | £0        | £0             | £3,000         | £3,000         | £3,000         | £3,000         |  |
| Floodlighting              | Lamp replacement                    | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Maintenance                         | £0        | £0             | £500           | £515           | £530           | £546           |  |
|                            | Utilities                           | £0        | £2,000         | £2,100         | £2,205         | £2,315         | £2,431         |  |
| Grass Pitches              | Pitch maintenance                   | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Machinery operational costs         | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Equipment Hire                      | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Other                               | £0        | £0             | £0             | £0             | £0             | £0             |  |
| Changing rooms / Clubhouse | Cleaning                            | £0        | £1,500         | £1,545         | £1,591         | £1,639         | £1,688         | To include school changing rooms                       |
|                            | Maintenance & Repairs               | £0        | £0             | £0             | £0             | £0             | £0             | contractor payments and repairs                        |
|                            | Sinking Fund                        | £0        | £0             | £0             | £0             | £0             | £0             | RATES  |
|                            | Utilities                           | £0        | £0             | £0             | £0             | £0             | £0             | including electricity, gas, oil, water and sewerage    |
|                            | Other                               | £0        | £0             | £0             | £0             | £0             | £0             | Furniture / equipment / uniforms / vending costs       |
| Revenue                    | Booking Systems                     | £0        | £1,000         | £1,030         | £1,061         | £1,093         | £1,126         | % Printing / stationary / cash collections / telephone |
|                            | Kitchen expenditure                 | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Loan repayment                      | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Site Staff Costs                    | £0        | £18,862        | £19,119        | £19,692        | £20,283        | £20,892        | % staff costs  |
|                            | On costs                            | £0        | £1,400         | £1,442         | £1,485         | £1,530         | £1,576         | Sports Development role                                |
|                            | Training and education costs        | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Marketing                           | £0        | £0             | £0             | £0             | £0             | £0             |  |
|                            | Regular Site Maintenance (in-house) | £0        | £0             | £0             | £0             | £0             | £0             |  |
| Other                      | £0                                  | £0        | £0             | £0             | £0             | £0             |                |  |
| <b>Total Expenditure</b>   |                                     | <b>£0</b> | <b>£49,962</b> | <b>£58,251</b> | <b>£59,200</b> | <b>£61,679</b> | <b>£61,192</b> |  |

SITE OVERVIEW

| Overall site Summary | Year 0  | Year 1  | Year 2  | Year 3  | Year 4  | Year 5  |
|----------------------|---------|---------|---------|---------|---------|---------|
| Income               | £36,733 | £56,621 | £58,319 | £60,069 | £61,871 | £63,727 |
| Expenditure          | £0      | £49,962 | £58,251 | £59,200 | £61,679 | £61,192 |
| Surplus / Deficit    | £36,733 | £6,659  | £88     | £869    | £192    | £2,535  |

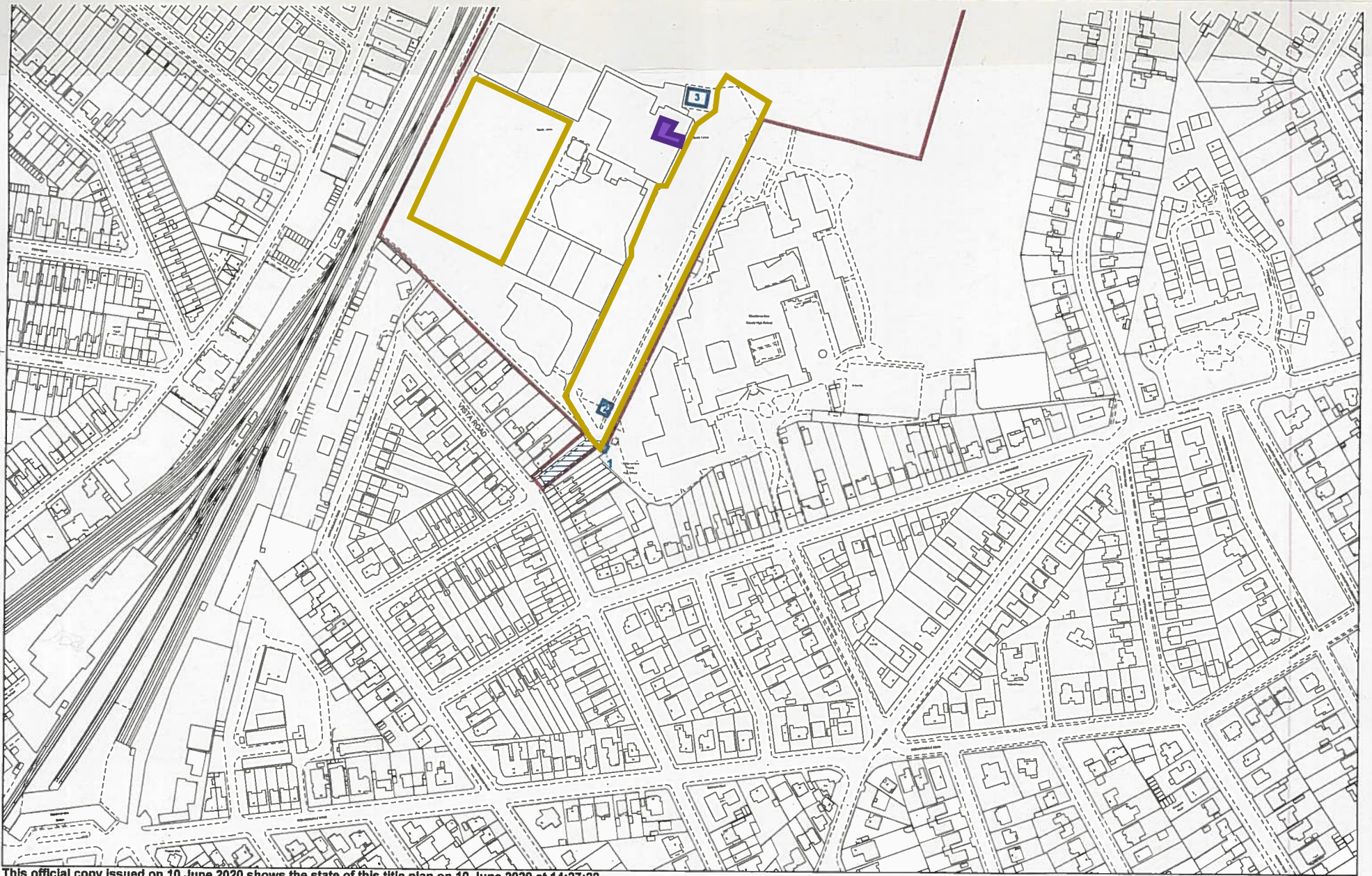
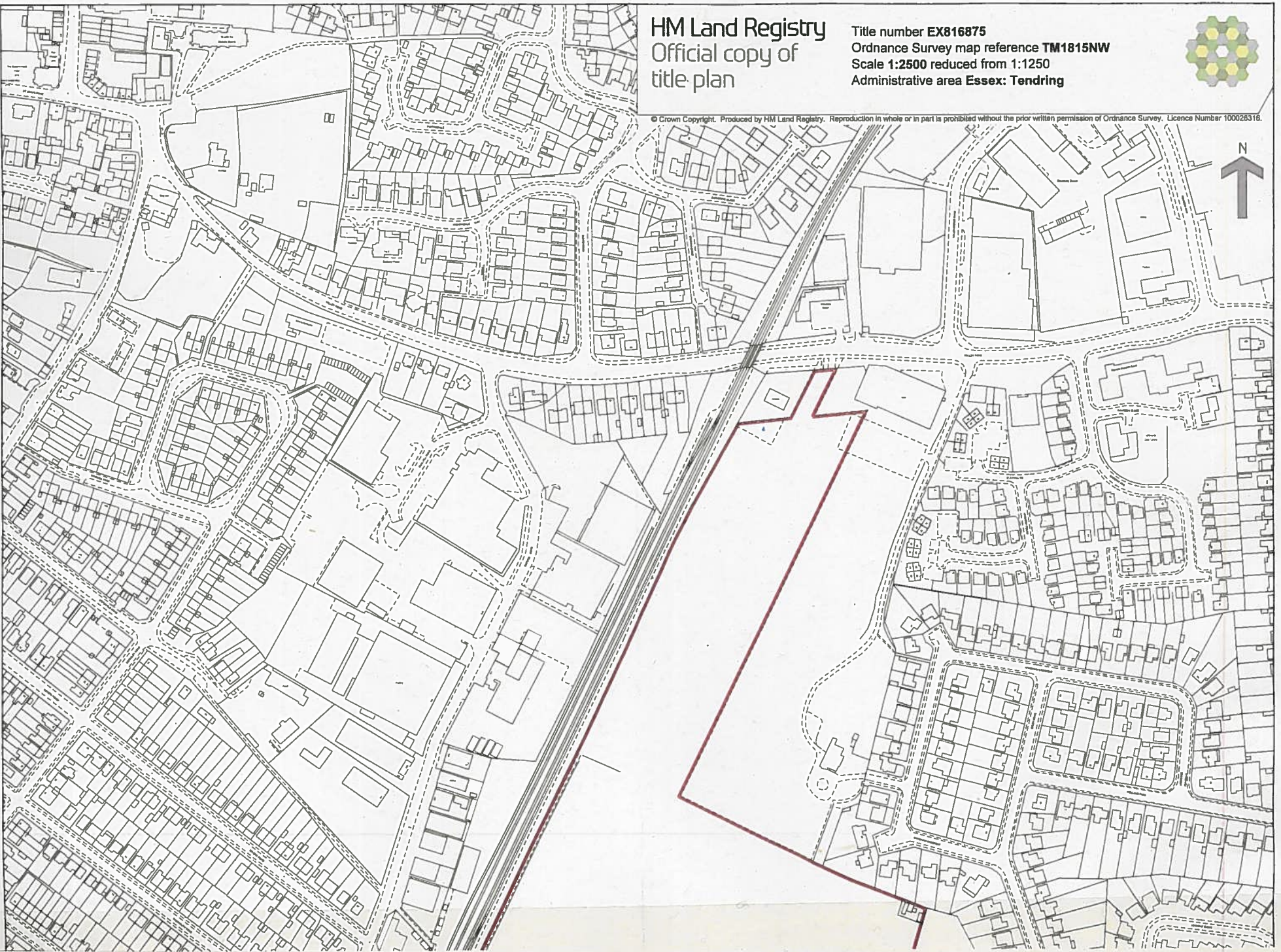


HM Land Registry  
Official copy of  
title plan

Title number EX816875  
Ordnance Survey map reference TM1815NW  
Scale 1:2500 reduced from 1:1250  
Administrative area Essex: Tendring



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It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by HM Land Registry, Durham Office.

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