

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. 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