



GRANT ACCEPTANCE FORM

ORG_NAME AND **INSERT NAME OF SECOND APPLICANT**

The following general conditions apply to the grant offer contained in the letter from the FSIF to **Org_Name and insert name of second applicant** dated **insert date on offer letter** (“the Grant Offer Letter”) and the defined terms in the Grant Offer Letter are used here. These general conditions together with the terms and conditions in the Grant Offer Letter shall, if accepted by the Organisation, form the legal agreement between us (“the Grant Terms and Conditions”).

Definitions

- (1) For the purposes of the Grant and the Grant Terms and Conditions (as defined above) the following expressions shall have the meanings respectively ascribed to them:

“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 FSIF regarding the Organisation, the Project and the Facilities;

“Clawback Period” means the period of years from the date of acceptance of the Grant Terms and Conditions by the Organisation calculated as follows:

Grant offered	Clawback Period
£150,001 and over	21 years
£0 - £150,000	10 years

“Facilities” means any facility, capital equipment, buildings (including fixtures and fittings) and/or land in respect of which the Grant is made and shall include, without limitation, the Property (as defined below), any facility, equipment, buildings and/or land proposed to be acquired or improved as a result of the Grant and any rights for the services and/or rights of access to and from the facility;

“FSIF” means the Football Stadia Improvement Fund Limited (registered company number 4007132;

	whose registered office is at 10 Eastbourne Terrace, London, England, W2 6LG;
“Funders”	means the Football Association Premier League Limited;
“Grant Acceptance Form”	means this grant acceptance form;
“Grant Terms and Conditions”	means the terms and conditions in this Grant Acceptance Form together with the Grant Offer Letter;
“Grant”	means the sum referred to in the Grant Offer Letter awarded to assist in financing the Project;
“Grant Offer Letter”	means the grant offer letter sent to the Organisation confirming the offer of a Grant (as referred to above)
“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 or where the relevant building contract does not provide for such certificate, the date on which the work on the Facilities is completed to the reasonable satisfaction of the FSIF;
“Project”	means the project or projects described in the Application and/or the Grant Offer Letter;
“Project Specification”	means the most recent specification for the Project supplied by the Organisation and approved by the FSIF;
“Property”	means the property on which the Facility is being developed;
“Public Authority”	means a local or governmental authority including a Parish Council;
“Retail Price Index”	means the All Items Retail Price Index; and
“Uninterruptible Leasehold”	means a lease which cannot be terminated by contractual agreement or forfeited except for non-payment of the rent or a breach of covenant and

which contains provisions allowing the Organisation time to remedy any breach of covenant including non payment of rent.

References in the Grant Terms and Conditions to the consent or approval of the FSIF means the prior written consent or approval signed by the FSIF or its solicitors.

Use of the Grant

- (2) The Grant will be used solely for the Project in accordance with the Grant Terms and Conditions, and only by the Organisation. Under no circumstances shall the Grant be used for any other purpose.

Construction of the Facilities

- (3) The Organisation warrants that no work has started on the Project site and no contractual commitment exists in relation to the work on the Project site that has not been approved by FSIF in writing.
- (4) Work for spectator accommodation must meet the requirements of the Local Certifying Authority (where one exists), comply with all health, safety and employment laws, the provisions and highest standards of the Guide to Safety of Sports Grounds (the Green Guide) and other advice to which it refers, and to the FSIF Data Sheets.
- (5) Work for spectator accommodation must incorporate access and appropriate facilities for spectators with disabilities. The FSIF will expect the Organisation to aim for the highest possible standard of facilities for spectators with disabilities within a development. The development should comply with the requirements of the Equalities Act 2010 and any other relevant legislation. The Organisation shall consult the relevant advisory bodies to scrutinise plans and refer to the FSIF/Sports Ground Safety Authority (formerly the Football Licensing Authority) publication, Accessible Stadia, at all stages. Where appropriate these should include access consultants, the Organisation's Disabled Supporters' Group and Level Playing Field. Non-league Organisations should consider the level of consultation appropriate to the size of their ground.
- (6) Any business or family connection between a director or employee of the Organisation and a contractor (including consultancies) should be disclosed to the FSIF before any contract between the Organisation and the contractor or its sub contractor is agreed.
- (7) The work on the Project must be supervised throughout by a suitably qualified professional.
- (8) The FSIF reserves the right to send a representative to attend the opening of tender bids for any part of the Project where the contract value is expected to exceed £100,000. The Organisation shall give the FSIF at least 14 days written

notice of when tender bids will be opened. The FSIF reserves the right to call for the views of an Organisation's governing body on any part of the Project and to undertake site inspection visits before, during and after work on the Project has been carried out.

- (9) Only reasonable professional fees agreed in writing with FSIF as appropriate to the nature and size of the Project and within recommended scales will be eligible for Grant expenditure.
- (10) The Organisation shall provide the balance of funding necessary to complete the Project.
- (11) The Organisation shall notify the FSIF in writing of additional work or material changes to the Project proposals as soon as possible and always in advance. Additional work should not commence without FSIF prior approval in writing. Failure to obtain such written approval will allow to FSIF to cease paying the Grant and clawback funding in accordance with clause 30 below.

Security of Tenure

- (12) The Organisation must have security of tenure at the ground for a residual minimum period equal to the Clawback Period from the date of the Grant Offer Letter by means of Uninterruptible Leasehold or freehold. A copy of the lease must be provided to the FSIF and be in terms acceptable to the FSIF.

Payment of the Grant

- (13) The Organisation has two months from the date of the Grant Offer Letter to accept the Grant Terms and Conditions. After this, the offer will lapse unless reasons are given for the delay, which are accepted in writing by the FSIF. If the offer lapses, the Application will be regarded as having been withdrawn. Once the Organisation has returned this Grant Acceptance Form it is bound by the Grant Terms and Conditions. The payment of the Grant is subject to compliance with the Grant Terms and Conditions and no payment shall be made until any pre-conditions set out in the Grant Offer Letter are met.
- (14) Grant offers are subject to a time limit. The Organisation must request the first payment of Grant within six months of the date of the Grant Offer Letter unless reasons are given for the delay, which are accepted in writing by the FSIF. If no valid claims for the Grant are made by the Organisation within six months, the offer will lapse and FSIF will be under no obligation to make any payments of the Grant.
- (15) The Organisation must complete the Project and request the last payment of the Grant within twelve months of the date that the first claim is paid by the FSIF or within five months of Practical Completion, which ever is the earlier, unless otherwise agreed in writing by the FSIF. If no valid claim is made for the last

payment within the relevant period the FSIF will have no obligation to make any further payment(s).

(16) The Grant shall be paid as follows:

- a. on compliance with any pre-construction conditions and pre-claim conditions set out in the Grant Offer Letter and on receipt of appropriately completed claim forms and accompanying invoices evidencing the expenditure the FSIF 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 Grant has been released. The remaining 5% of the Grant will only be paid:-
 - i. on receipt of a certificate of Practical Completion or such other evidence as the FSIF may require that the work on the Facilities has been completed to the reasonable satisfaction of the FSIF; and
 - ii. on receipt of a certificate confirming all relevant Building Control Regulations have been complied with and any mechanical and electrical test certificates have been obtained; and
 - iii. on receipt of written confirmation from the planning department confirming the discharge of any conditions attached to the planning approval; and
 - iv. on completion of a site visit by the FSIF; and
 - v. on satisfaction of any other condition specified in the Grant Offer Letter that remains outstanding; and
 - vi. on satisfactory compliance with the terms of clauses 38-40 of this Grant Acceptance Form where a charge or restriction is required.
- b. 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 Grant; and
- c. claim forms will be provided by the FSIF 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 counter-signed by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.

- (17) No Grant will be paid until the FSIF is satisfied (acting reasonably) that such payment will be in relation to proper expenditure for the Project.
- (18) The FSIF reserves the right to call for proof of payment.
- (19) 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 FSIF will not increase its Grant if VAT becomes payable. The Organisation should seek specific advice about its VAT status and the Project's liability to VAT.
- (20) The FSIF 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 FSIF at its discretion but shall not exceed the amount of the under-spend. The Organisation shall pay any sum demanded hereunder within such period as the FSIF require.
- (21) The FSIF pays its Grant as a percentage of Project costs subject to the maximum sum. The amount of the Grant payable by the FSIF will therefore be less than the maximum stated if your Project is delivered under budget.

Duration

- (22) The Grant Terms and Conditions will apply from the date on which they are accepted by the Organisation until the later of:
 - a. So long as any of the Grant remains unspent;
 - b. The Clawback Period; and
 - c. For so long as any of the Grant Terms and Conditions remain unperformed; or any event referred to in clauses 27-30 has occurred and is continuing.

Ongoing Conditions

- (23) The FSIF may decide to publicise its grant aid to the Project. This could take the form of a cheque presentation, opening ceremony and/or the installation of a commemorative plaque the wording of which will be a matter for the FSIF.
- (24) The Facilities must continue to be kept in good repair, used for the regular playing of football and fully insured against all risks. The FSIF reserves the right to monitor compliance with this condition and require evidence of such compliance.

- (25) 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. The Organisation shall provide the FSIF, within 7 days of any request, with copies of such information and/or documents which the FSIF considers necessary to satisfy itself that the terms of the Grant Terms and Conditions have been complied with. Any person or persons authorised by the FSIF shall be given access, at the FSIF's request, to these documents, accounts and financial records and the FSIF shall have the right to take copies of such documents, accounts and records.
- (26) The Organisation must have its accounts externally audited (or independently evaluated, where appropriate) and if requested by the FSIF must provide a copy of the audit (or evaluation) report and the annual accounts to the FSIF within 7 days of receiving such a request.

Mortgage, Disposal, Lease, or Change of Use of Facilities

- (27) During the Clawback Period, subject to the terms of any charge or charges to which the FSIF shall previously have consented, the Organisation shall not without the prior written consent of the FSIF:
- a. transfer, sell, lease, licence, forfeit any leasehold interest or otherwise dispose of all or any part of the Facilities;
 - b. grant any charge, mortgage or other form of security or encumbrance over all or any part of the Facilities; or
 - c. cease to use the Facilities for the purposes previously approved by the FSIF.

The Organisation shall give written notice to the FSIF a reasonable period (of not less than 8 weeks) before it proposes to take any action that requires consent under this clause.

- (28) The FSIF may give consent in accordance with clause 27 subject to any or all of the following conditions:
- a. the sale, transfer, 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 who shall be approved in writing by the FSIF;
 - b. prior to the completion of the transfer, lease, licence, sale or other disposal the proposed new owner of the Facilities, at their cost, enters into a deed of novation and where necessary a new legal charge of the Facilities with the FSIF to ensure that the new owner is obliged to comply with the terms of the Grant Terms and Conditions in place of the

Organisation. In either case the Organisation shall execute such further documents and provide such assistance as the FSIF 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 FSIF's solicitors with evidence of such registrations;

- c. that the new owner of the Facilities provides, at their cost, security to the FSIF in such form as they require;
 - d. subject to clause 33 the Organisation repays to the FSIF a sum equivalent to the Grant;
 - e. any legal surveying or other costs incurred by FSIF being reimbursed by the Organisation before any consent is provided.
- (29) Failure to obtain consent as required by clause 27 or failure to comply with any conditions imposed in accordance with clause 28 shall entitle the FSIF to terminate the Grant Terms and Conditions and to receive repayment from the Organisation of a sum equivalent to the Grant (subject to clause 33).

Cessation or Suspension of Grant and Termination

- (30) Without prejudice to the FSIF's other rights and remedies, (i) the FSIF's obligation to make any payments of the Grant shall forthwith cease; and (ii) the FSIF may make all further payments of Grant subject to such conditions as it may specify; and (iii) the FSIF may require the full amount of Grant released to the Organisation (or such other sum as the FSIF may require as set out in clause [33]) to be repaid to the FSIF on demand and (iv) the FSIF 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 FSIF shall at its absolute discretion determine; if:
- a. 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);
 - b. 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;

- c. within the Clawback Period the Organisation fails to comply with any of the terms of the Grant Terms and Conditions or is in breach of any warranty and indemnity given to the FSIF;
- d. in the reasonable opinion of the FSIF the Organisation fails to apply any part of the Grant for the intended purpose;
- e. in the reasonable opinion of the FSIF the Organisation fails to complete Facilities, Project or other works to be carried out in executing the Project in accordance with Grant Terms and Conditions and to the standard indicated in the Application (unless any variation has been previously approved in writing by the FSIF);
- f. 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;
- g. after considering the purpose of the Grant, in the FSIF's opinion further payment of the Grant would not constitute good value for money. (However, the FSIF 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 FSIF, contracted for goods and services and it is not practically possible to cancel such arrangements without the Organisation becoming liable for costs or damages to the other contracting party.);
- h. FSIF has reason to believe there is evidence of financial mismanagement and/or breakdown of budgetary control and/or any other irregularity, within the Organisation;
- i. in the reasonable opinion of the FSIF, any of the assurances given or representations or information contained in the Application or other documents submitted by the Organisation to the FSIF were fraudulent, incorrect or misleading, or if the Organisation acts fraudulently. Any attempts to defraud the FSIF by any means will be pursued rigorously: a report will be submitted to the appropriate body and any other necessary action taken;
- j. 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 FSIF of the change;
- k. the Organisation, any member of its 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;

- l. the Organisation, any member of its 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 does or may in FSIF's opinion bring the FSIF into disrepute;
 - m. if the Organisation fails to provide the FSIF with any information or documents within 7 days (or such other times as the FSIF shall specify) of a request to do so;
 - n. the Organisation is offered for public subscription to flotation on the stock market; or
 - o. any of the following circumstances occur without the Organisation first notifying the FSIF and obtaining its prior written consent and the FSIF reasonably considers such circumstances to be materially detrimental to the Project: -
 - i. a transfer of assets from the Organisation to a third party;
 - ii. merger or amalgamation by Organisation with another body (including a company established by the Organisation);
 - iii. except where the Organisation is a Public Authority any change to the composition, structure or key personnel of the Organisation; or
 - iv. except where the Organisation is a Public Authority, 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).
- (31) Without prejudice to clause 30 the FSIF may suspend all or any of its obligations under the Grant Terms and Conditions while investigations are carried out into any matter referred to in clause 30. The Organisation shall continue to comply with its obligations under the Grant Terms and Conditions;
- (32) If the FSIF chooses to suspend its obligations under this Grant Terms and Conditions pursuant to clause 31 and the Organisation remains in default of any of the provisions of clause 30, or indicates its intention to remain in default of

any such provision, the FSIF may terminate the Grant Terms and Conditions immediately upon notice in writing to the Organisation.

- (33) Should the FSIF be entitled to repayment of funds from the Organisation in accordance with these Grant Terms and Conditions it will usually only seek repayment of the following percentages of the Grant based on the year in which (in the sole opinion of FSIF) the right to such repayment first arose, as set out below.

Date when right to repayment (clawback) arose	Repayment amount as a percentage of the total Grant
0 to 10 th year of the Clawback Period	100%
11 th year of the Clawback Period	90%
12 th year of the Clawback Period	80%
13 th year of the Clawback Period	70%
14 th year of the Clawback Period	60%
15 th year of the Clawback Period	50%
16 th year of the Clawback Period	40%
17 th year of the Clawback Period	30%
18 th year of the Clawback Period	20%
19 th year of the Clawback Period	10%
20 th year of the Clawback Period	10%
21 st year of the Clawback Period	10%

Multiple Organisations receiving the Grant

- (34) Where there is more than one organisation receiving the Grant and/or delivering the Project:-
- a. 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;
 - b. the FSIF 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
 - c. any consent or authority given by the Organisation under or in connection with this agreement shall bind all the organisations.

Exclusion of Liability/Indemnity

- (35) The FSIF, 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 of whatever nature including loss of revenue, profits and loss of a chance, arising directly or indirectly as a result of the compliance by the Organisation with the terms of this agreement or as a result of the FSIF's non compliance with the terms of this agreement.
- (36) The Organisation will indemnify and hold harmless the FSIF, its employees, agents, officers and sub-contractors in respect of all costs, losses, expenses and liabilities incurred or suffered by the FSIF arising out of or in connection with the Facilities, the Project and any activities carried out thereon, including without limitation in respect of claims by third persons for injury, death, loss or damage of any type, except where such injury, death, loss or damage has resulted wholly as a result of a negligent act or omission of the FSIF or its employees or agents.
- (37) The FSIF has no liability for losses or costs arising from failure to make any payment of the Grant on any agreed date.

Security

- (38) FSIF may require that the Organisation shall at its own cost:
- a. (unless the Organisation is a Public Authority) grant or cause to be granted to the FSIF a legal charge over the Facilities in such form as the FSIF may require; or
 - b. enter a restriction on the Organisation's registered title to the Facilities in such form as the FSIF may require that the Organisation will not dispose of the Facilities without the consent of the FSIF; or
 - c. where the Organisation's title to the Facilities is unregistered enter into a Deed of Dedication and Caution against First Registration in such form as the FSIF may require that the Organisation will not dispose of the Facilities without the consent of FSIF; and
 - d. if the Organisation is a charity, the Organisation shall ensure the giving of a legal charge complies with the provisions of s.124-129 of the Charities Act 2011 (as it may be amended);
 - e. the Organisation shall obtain such third party consents (at its own cost) as shall be required for a legal charge;
 - f. the Organisation shall execute such further documents and provide such assistance as the FSIF may reasonably require in order to effect any of the foregoing and the Organisation shall make the necessary

registrations at Companies House and/or the Land Registry and supply the FSIF's solicitors with evidence of such registrations.

- (39) 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 FSIF may require.
- (40) The Organisation shall provide a solicitors' undertaking to be responsible for the FSIF'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.

Further Conditions

- (41) No one shall be denied access to use the Facilities on grounds of race, creed, colour, sex, occupation, religion or political persuasion.
- (42) The Organisation agrees and accepts that payments of Grant can only be assured to the extent that the FSIF has available funds from the monies it receives from the Funders.
- (43) The FSIF may, on giving prior written notice to the Organisation, novate, assign or transfer the benefit and burden of the Grant Terms and Conditions established by virtue of these General Terms and Conditions to any successor body of the FSIF or other body carrying out this function.
- (44) The Organisation acknowledges that the Grant and the Grant Terms and Conditions are personal to it and not transferable.
- (45) Any failure, relaxation, forbearance, delay or indulgence by FSIF in not enforcing any of these grant terms and conditions shall not be deemed a waiver of future enforcement of that or any other provision, and nor shall the granting of any time by FSIF prejudice or affect or restrict any of its rights arising under these Grant Terms and Condition or be deemed a waiver by FSIF of any breach or subsequent or continuing breach.
- (46) The FSIF operates a register of staff and member interests. Staff and members must not accept gifts or hospitality that might be interpreted as improper inducement.
- (47) The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.
- (48) The construction, validity and performance of the Grant Terms and Conditions 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 Terms and Conditions amicably.

- (49) If any clause or sub-clause of the Grant Terms and Conditions is found to be unenforceable, then that part shall be deemed to be deleted and shall be considered null and void from the beginning as if it had never existed. The remaining clauses and sub-clauses of this Grant Terms and Conditions shall continue in full force and effect.
- (50) Save as otherwise provided herein, this Grant Terms and Conditions may not be amended except by written agreement signed by both parties.
- (51) Your rights to privacy
 - a. 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.
 - b. The FSIF 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.
 - c. The privacy statement contains important information about your rights to privacy, so we encourage you to take the time to read it.

We agree to the Grant on this basis and have read and accepted the Grant Terms and Conditions.

On behalf of **Org_Name**

Signed _____
(Chairman)

Signed _____
(Secretary)

Name _____

Name _____

Date _____

Date _____

On behalf of **insert name of second applicant**

Signed _____
(Chairman)

Signed _____
(Secretary)

Name _____

Name _____

Date _____

Date _____

I have enclosed proof of the bank account that the grant will be paid into