

GRANT TERMS AND CONDITIONS FOR SATELLITE CLUBS

These terms and conditions are **BETWEEN:**

- (1) London Sport of House of Sport, 190 Great Dover Street, London, SE1 4YB, registered company no: 8355406 (“**London Sport**”); and
- (2) The grant recipient which is, if the organisation named on the Bank Account Form is an incorporated entity, that organisation; and if the organisation named on the Bank Account Form is an unincorporated entity, the Lead Contact named in the Main Delivery Plan (“**You**” and “**Your**”).

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

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| 1.1 | “Bank Account Form” | the bank account form sent to You with this Agreement; |
| 1.2 | “Commencement Date” | the date on which You send to us the confirmation email confirming Your acceptance of this Agreement; |
| 1.3 | “Delivery Plan(s)” | the final agreed delivery plan or delivery plans (if more than one delivery plan is sent) sent to You with this Agreement by London Sport (subject to any variations made in accordance with this Agreement); |
| 1.4 | “Grant” | the sum set out in the Delivery Plan(s) and Bank Account Form to be paid to You in accordance with this Agreement; |
| 1.5 | “Grant Period” | the period from the Commencement Date to the end of the final week of the Project; |
| 1.6 | “In Writing” | includes by email; |
| 1.7 | “Main Delivery Plan” | if there is more than one delivery plan, the final agreed delivery plan labelled as the “Main Delivery Plan” sent to You with this Agreement by London Sport (subject to any variations made in accordance with this Agreement); |
| 1.8 | “Payment Guidance” | the payment guidance sent to You with this Agreement; |
| 1.9 | “Project” | delivery of the satellite club(s) by You as described in the Delivery Plan(s); |
| 1.10 | “Sport England” | the English Sports Council, a company incorporated by Royal Charter (England/Wales) (company number RC000766) and funder of London Sport; and |
| 1.11 | “Open Sessions” | London Sport’s digital platform which allows organisations to manage and market their sport and physical activity sessions. |

2. ACCEPTANCE AND PURPOSE OF GRANT

- 2.1 You agree that You can accept the terms of, and enter into, this Agreement and, if you are an incorporated entity, that the individual entering into this Agreement by email confirmation to London Sport has authority to enter into this Agreement on behalf of You.
- 2.2 You will use the Grant only for the delivery of the Project and in accordance with this Agreement. The Grant will not be used for any other purpose without the prior consent of London Sport In Writing.
- 2.3 You will not make any significant change to the Project or any change to the Delivery Plan(s) without the prior consent of London Sport In Writing.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 10, London Sport will pay the Grant to You in instalments in accordance with the Delivery Plan(s) and Payment Guidance, provided that the necessary funds are available to London Sport when payment falls due. You agree and accept that payments of the Grant can only be made to the extent that you have satisfied the criteria in the Payment Guidance and London Sport has available funds.
- 3.2 No Grant, or part of the Grant, will be paid unless and until Sport England has approved the Grant and London Sport is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The amount of the Grant will not be increased in the event of any overspend by You in Your delivery of the Project.
- 3.4 You will promptly repay to London Sport any money incorrectly paid to You either as a result of an administrative error or otherwise.
- 3.5 In making this Grant, London Sport is not involved in the direct distribution of lottery monies and all grants made by London Sport as part of the satellite club programme, including Your Grant, are subject to Sport England's final approval.

4. USE OF GRANT

- 4.1 The Grant will be used by You only for the delivery of the Project in accordance with the agreed budget as set out in the Delivery Plan(s).
- 4.2 There will be no additional funding available from London Sport for any liabilities arising at the end of the Grant Period.
- 4.3 Should any part of the Grant remain unspent at the end of the Grant Period, London Sport may either demand that the unspent monies are returned to London Sport or, if London Sport agrees In Writing, You may retain the unspent monies to use as agreed between You and London Sport In Writing.
- 4.4 You agree to commence delivery of the Project by end of May 2020 unless London Sport has given its prior consent In Writing to later delivery.
- 4.5 You agree that the Project will not be dormant for more than four weeks at any time during the Grant Period, except with London Sport's prior consent In Writing.

5. STATUTORY AND REGULATORY COMPLIANCE

- 5.1 You will comply with all statutory requirements and other laws and regulations relating to the Project and Grant including (but not limited to) all health and safety, equality, data protection, bribery, public procurement and employment, laws and regulations, and will do nothing nor act in a manner that will result in London Sport or Sport England breaching the same.
- 5.2 Where the Project involves children, you will fully comply with and maintain the 10 Standards for safeguarding and protecting children in sport (2018) as defined by the NSPCC Child Protection in Sport Unit.

5.2.1 You will have in place an up to date children safeguarding policy, with contact details of the named welfare/ safeguarding officer displayed within the policy.

5.2.2 You will undertake and document risk assessments for Project sessions

5.3 You will comply with the Equality Act 2010 (as amended from time to time) and will not discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation other than in accordance with lawful justification.

5.4 You will implement and adhere to *The Equality Standard: A Framework for Sport* published at www.equalityinsport.org (as amended, updated or replaced from time to time).

5.5 You will comply fully with the Bribery Act 2010 and will not act in a manner that will cause London Sport and/or Sport England to be in breach of the Bribery Act. You acknowledge that London Sport does not accept or condone the payment of bribes on its behalf.

5.6 You will comply fully with the Data Protection Act 2018, any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK together with all other applicable data protection and privacy law, and all related guidance from the Information Commissioner's Office.

6. ACCOUNTS AND RECORDS

6.1 You will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant payments You receive.

6.2 You will keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least 6 years following receipt of any Grant payments to which they relate. London Sport shall have the right to review, at London Sport's reasonable request, Your accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

6.3 You will comply and cooperate with all reasonable requests from London Sport for information related to the Grant or Project, and access to your records.

6.4 You will comply with all applicable legal and statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.

7. MONITORING AND REPORTING

7.1 You will closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being followed.

7.2 Throughout and after the Grant Period, London Sport may request information and reports on Your Project. You will comply with all requests for information, and monitoring and reporting requirements as reasonably requested by London Sport.

7.3 You will permit any person authorised by London Sport for the purpose such reasonable access to Your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating Your compliance with this Agreement.

7.4 You will provide London Sport with a final report upon completion of the Grant Period (in such form reasonably requested by London Sport) which shall confirm whether the Project has been successfully and properly completed.

7.5 You grant London Sport a non-exclusive, royalty-free licence in perpetuity to use any information and materials you provide to London Sport (including, but not limited to, anonymised participants' data) for any purpose, and London Sport will have the right to sub-license such information/materials to third parties for any purpose. This licence survives termination of this Agreement and the Grant Period.

7.6 You will register your Satellite Club details on Open Sessions during the Grant Period, for the purpose of marketing and managing your Satellite Club sessions.

8. ACKNOWLEDGMENT AND PUBLICITY

- 8.1 You will acknowledge the Grant in the manner specified by London Sport In Writing to You (which may include a requirement to use one or more of the London Sport Marks). To the extent that such acknowledgements incorporate the London Sport Marks, these will be used in accordance with clause 9.
- 8.2 London Sport and Sport England may acknowledge Your involvement in the Project as they deem appropriate.
- 8.3 You understand that the Grant does not confer upon You any special recognition from, endorsement by, or affiliation with, London Sport or Sport England.

9. BRANDING AND SPONSORSHIP

- 9.1 London Sport may by providing written consent to you In Writing grant a non-exclusive licence to You to use one or more names, trade marks and any additional marks (including Sport England's name(s) and trade marks) which London Sport may from time to time permit in writing ("**the London Sport Marks**").
- 9.2 You agree to comply with any branding guidelines and instructions provided to you by London Sport and will cease use of the London Sport Marks immediately if London Sport instructs You to do so In Writing.
- 9.3 You will:
 - 9.3.1 keep London Sport informed of any sponsorship relating to the Project;
 - 9.3.2 include in any sponsorship agreements/arrangements a provision prohibiting the sponsor ambushing London Sport and Sport England's payment and support of the Grant by taking credit due to Sport England and/or London Sport; and
 - 9.3.3 use all reasonable endeavours to prevent ambush marketing tactics by sponsors. (This clause will not prevent the sponsor taking full credit for its own funding.)

10. WITHHOLDING SUSPENDING AND REPAYMENT OF GRANT

- 10.1 Without prejudice to London Sport's other rights and remedies, London Sport may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
 - 10.1.1 You use the Grant for purposes other than the Project or do not comply with any part of the Delivery Plan(s) (which in both cases amounts to a material breach of this Agreement);
 - 10.1.2 You act in a manner or carry out activities which bring or are reasonably likely to bring London Sport, the Project and/or Sport England into disrepute;
 - 10.1.3 the delivery of the Project does not start by end of May 2020 and You have failed to provide London Sport with a reasonable explanation for the delay;
 - 10.1.4 London Sport considers that You have not made satisfactory progress with the delivery of the Project;
 - 10.1.5 You are, in the reasonable opinion of London Sport, delivering the Project in a negligent manner or are breaching any statute, laws or regulations;
 - 10.1.6 All or any amount of the Grant was incorrectly paid to You (including as a result of an administrative error);
 - 10.1.7 You provide London Sport with any materially misleading or inaccurate information;
 - 10.1.8 Sport England ceases any of its funding to London Sport and/or London Sport is required to repay any of its funding to Sport England for any reason and London Sport reasonably deems this (at its sole discretion) to affect its ability to pay the Grant to You;

- 10.1.9 You (or your community club if You are an individual) cease, or threaten to cease to, to operate, trade or exist for any reason;
- 10.1.10 You (or your community club if You are an individual) become, or threaten to become insolvent;
- 10.1.11 You fail to comply with any of the terms in this Agreement and fail to rectify any such failure within **7 working days** of receiving written notice from London Sport; and/or
- 10.1.12 You fail to register your Satellite Club details on Open Sessions.

10.2 Should You be subject to financial or other difficulties which are capable of having (or have already had) a material impact on Your delivery of the Project or compliance with this Agreement You will notify London Sport as soon as possible.

11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 The parties agree that legal liability arising out of or in connection with the Grant and/or Project rests with You.

11.2 London Sport, Sport England, and their directors, officers, employees, agents, representatives and sub-contractors, will not be liable or responsible, financially or otherwise, for any expenditure, damages and/or loss arising out of any non-payment of the Grant on any due date, or otherwise arising in connection with the Grant, Project and/or Your failure to comply with this Agreement.

11.3 Subject to clauses 11.1 and 11.2, the maximum aggregate liability of London Sport collectively to You for any reason under or in connection to this Agreement will not exceed the Grant, save in the event of any loss, damage or expense arising as a consequence of any fraud or fraudulent activity or for liability for death or personal injury resulting from London Sport's negligence.

11.4 You will indemnify and hold harmless London Sport and Sport England, their directors, officers, employees, agents, representatives and sub-contractors, with respect to all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of income, loss of reputation and all interest, penalties and legal costs, calculated on a full indemnity basis, and all other professional costs and expenses) suffered or incurred by London Sport and Sport England arising out of or in connection with:

11.4.1 any breach of any provision of this Agreement; and/or

11.4.2 Your negligent performance or non-performance of this Agreement.

11.5 You will maintain in force during the Grant Period and for a reasonable period after the Grant Period adequate insurance cover in respect of the Project and Your obligations under this Agreement, and provide evidence of such cover to London Sport.

12. DATA PROTECTION

12.1 When collecting personal data in Your Project, both electronically and manually (including sensitive personal data as defined in the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 2018 and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK together with all other applicable data protection and privacy law;) for the operations, management, security, reporting or administration of the Project, You will ensure all necessary consents are obtained, and ensure all policies, procedures and processes comply with applicable data protection and privacy laws, regulations and procedures.

12.2 London Sport may provide You with template data collection forms but provides no advice or assurance in respect of compliance with data protection or privacy legislation and related guidance. When collecting Personal and Sensitive data, You acknowledge that You will be a data controller. It is Your responsibility to comply with such legislation and guidance in accordance with 12.1

13. WARRANTIES

13.1 You warrant, undertake and agree that:

- 13.1.1 You have all necessary resources and expertise to deliver the Project and are not aware of any matter which might reasonably have influenced London Sport's and/or Sport England's decision to fund and/or approve the Grant;
- 13.1.2 You are and remain during the Grant Period a fit and proper recipient of public funds;
- 13.1.3 You will use the Grant economically, efficiently and effectively;
- 13.1.4 All financial and other information concerning You that has been or will be disclosed to us by You is to the best of Your knowledge and belief, true and fair;
- 13.1.5 You have and will keep in place systems to deal with the prevention of fraud and/or administrative malfunction; and
- 13.1.6 Nothing in this Agreement is intended to create a VAT taxable supply. You will cooperate in good faith with London Sport in resisting any argument by HMRC that VAT is payable in respect of the Grant. In the event, however, that HMRC determines that any part of this Grant gives rise to the payment of VAT, You will be responsible for (and indemnify London Sport in respect of) such VAT obligations.

14. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 14.1 Subject to the following provisions of this clause 14, neither party will, without the other party's prior consent In Writing, use or disclose any confidential information relating to the other party or, in the case of You, about Sport England, which You learn as a consequence of receiving the Grant, entering into this Agreement and/or delivering the Project.
- 14.2 Clause 14 does not apply to information disclosed by either party under the requirements of a governmental authority or judicial order or legal requirement (including disclosure required under the Freedom of Information Act 2000) or to information already in the public domain (otherwise than as a result of a breach of confidence by the disclosing party), provided that where reasonably practicable the disclosing party consults with the other party before disclosing confidential information under this clause.
- 14.3 You acknowledge that Sport England is a public authority and London Sport is in receipt of public funds and as such they may be subject to statutory or other obligations/requirements to permit access to information held by London Sport or You. You will without charge promptly provide all assistance as Sport England and London Sport reasonably require in order that London Sport/Sport England may comply with the lawful and proper requests for access to documents and information held by You.

15. DURATION

- 15.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of the date of the last Grant payment or for so long as any Grant money remains unspent by You, whichever is longer.
- 15.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive expiry or termination and continue in full force and effect until they have been fulfilled.
- 15.3 London Sport may terminate this Agreement and any Grant payments upon giving You one month's notice In Writing should it be required to do so by financial restraints or for any other reason.

16. ASSIGNMENT

You may not, without the prior written consent of London Sport, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

17. DISPUTE RESOLUTION

17.1 In the case of any dispute in relation to the Grant (other than in respect of London Sport's right to withhold or delay payment of Grant instalments or withdraw), the parties will use their best efforts to negotiate in good faith and settle amicably such dispute through negotiations.

18. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between London Sport and You, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

19. GOVERNING LAW

This Agreement is governed by and construed in accordance with the law of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English and Welsh courts.

20. THIRD PARTY RIGHTS

No person who is not a party to this Agreement will have any right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, except to the extent that Sport England can enforce and enjoy the benefit of any of its rights, and Your warranties, assurances and obligations to Sport England, under this Agreement.

21. FORCE MAJEURE

Either party may delay performance of an obligation under this Agreement, and in particular London Sport may delay or suspend any obligation to make a payment under this Agreement, if it cannot perform the obligation for circumstances outside its reasonable control.

22. VARIATION

This Agreement may only be varied by agreement In Writing by both parties.