



Mr Gareth Edmunson
Assistant Director, Community Services
Royal Borough of Greenwich
The Woolwich Centre
35, Wellington Street
London
SE18 6HQ

15 April 2016

URN: 2014006368 (your unique reference number should be quoted in all communications)

Dear Mr Edmunson,

Award Offer Letter

I am delighted to inform you that, subject to the terms and conditions set out in this Letter, the Award Agreement and the Standard Terms and Conditions of Award, Sport England has agreed to grant Royal Borough of Greenwich an Award (the 'Award') of £65,000 towards a total project cost of £130,000 for the development of your Project (The Hervey Road Healthy Lifestyles Centre).

The Award being offered to you is to be used by Royal Borough of Greenwich solely towards financing your Project as agreed with Sport England. Under no circumstances will Sport England be obliged to increase the amount of the Award.

Please find enclosed the following documents explaining the full details of your Award Offer, all of which you should read thoroughly prior to accepting the offer:

- + Award Agreement
- + Standard Terms and Conditions
- + Forms to return to us

On behalf of Sport England, I would like to offer my congratulations to you and everyone involved in your Project.

Yours sincerely

Alison Selfe
Strategic Lead Grants Management
Sport England



LOTTERY FUNDED

PROTECTING PLAYING FIELDS AWARD AGREEMENT

SPORT ENGLAND

and

Royal Borough of Greenwich

URN: 2014006368

DATE: 15 April 2016

Award Agreement

Award Agreement Contents

1. The Award (Financial Breakdown)
2. Project Details
3. Project Measures
4. Project Conditions
5. Payments
6. Publicity
7. Accepting your Award

In addition you will find attached the following forms:

- Acceptance of Award Form
- BACS Form
- Project Contacts Form
- Capital Document Checklist
- Specification Sheets
- Tender Report Form
- Claim Forms: Interim Claim Form, Final Retention Form
- Signage Order Form

Further explanation of the forms are detailed in the [Capital Document Checklist](#).

Legally Binding Agreement

Once accepted by Royal Borough of Greenwich, the Award Offer Letter together with your Application, this Award Agreement and the Standard Terms and Conditions, form a binding contract with Sport England. It is important therefore that you read and understand all the documents before you agree to accept this Award.

Accepting your Award

If you are satisfied with the details set out in the Agreement and wish to accept your Award Offer, then sign and return the **Acceptance of Award Form** (within 1 month of the date of this letter) and send it with any other information requested, to the address below. In order to process your Award Offer we will also require some additional information from you, which is identified in section 4: Part B Funding Project Conditions.

Should you require any guidance or further explanation of the Agreement and associated paperwork please contact your case manager Roger Lewis who will be able to help you. Roger can be contacted on 020 7273 1958.

The return address:

Sport England
SportPark
3 Oakwood Drive
Loughborough
Leicestershire
LE11 3QF

1. The Award

Sport England is pleased to offer an Award of £65,000 (the **“Award”**) towards your Total Project Cost of £130,000

The offer of the Award is subject to the terms of this Award Agreement, Standard Terms and Conditions of Award and this Award Agreement which together with this Award Offer Letter constitute the **“Agreement”** between us.

The Award consists of Capital Funding made up as follows:

- Up to a maximum of £1,800* to be used solely towards financing the costs of the Feasibility Study and Initial Topographical Survey by the Turf Agronomist (the **“Part A Funding”**); and
- £63,200 to be used solely towards financing the pitch improvement costs and associated fees (the **“Part B Funding”**).

Sport England will retain **10%** of the Capital Funding which shall be released in accordance with Section 5 (Payments) below.

- **Depends on VAT status (this figure includes VAT)*

Use of Award

The Award is Capital Funding and must be used solely towards financing the total costs of the Project and is broken down as follows:

- The **Part A Funding** element of the Award will be used solely towards financing the costs of the Turf Agronomist to carry out services as set out in the table below and will be paid in accordance with Condition 2 of the Part A Funding Project Conditions:

Cost	Item
£765*	Initial Topographical Survey
£1,035*	Feasibility Study

**This figure includes VAT. VAT will only be paid if you are unable to reclaim VAT (based on the VAT status indicated in your application).*

This is the maximum amount available to you for the Feasibility Study and Initial Topographical Survey. If you submitted a recent condition survey/pitch assessment report which was conducted by an appropriately qualified pitch specialist/turf agronomist, we will still need to review the report and may visit the site. We will then decide if a Feasibility Study and/or Topographical Survey is still required and the above amount may be reduced accordingly.

Alternatively, if you submitted a condition survey/pitch assessment report with your application that was a) more than three (3) years old; and/or b) not conducted by an appropriately qualified pitch specialist/turf agronomist, we will require both of the above items to be undertaken by the Turf Agronomist.

- **Part B Funding** must be used solely towards financing the Total Project Costs of the pitch improvements as set out in the table below and is conditional on a satisfactory report from a Turf Agronomist (“the Report”) stating that your Project is viable and your fulfilment of the Part B Funding Project Conditions:

Description	Total Amount
Pitch construction and improvement and initial maintenance	£121,565
Design Fees	£8,350
Legal (Certificate of Title / land acquisition)	£0
Non-recoverable VAT	£0
Signage Cost	£85
Total	£130,000

On receipt of the Report, we will contact you within 10 working days. If the Report indicates that the confirmed costs are higher than the costs you gave us in your Application, we will discuss with you how we proceed.

If your Application says you will provide Partnership Funding, if you haven't already, you need to confirm with us the funding in the table below:

Amount	Source	Status
£65,000	Royal Borough of Greenwich	Confirmed in writing

All partnership funding (or a realistic contingency plan to replace it) must be in place before you enter into any consultancy or works contract. You must make sure that you have the finances in place to pay the consultants and contractors as soon as payments are due.

2. Project Details

Project Outline

The Award is granted to assist Royal Borough of Greenwich in financing your project, 'The Hervey Road Healthy Lifestyles Centre'.

A project for the Sport England funding to specifically regenerate the grass playing surface for the 10 wicket cricket square and cricket outfield. This will contribute to the wider provision to provide for two youth football pitches for up to age 16, a grass athletics track and winter rugby pitches on the cricket outfield. This is part of a wider multifunder project to redevelop hard court areas, construct a modular hub building providing changing facilities, exercise areas and a café that aim to provide inclusive access for multiple sports.

Project Specifications

Your Project is a sports playing field project which is located at 100 Hervey Road, SE3 8BX:

Specifications

Specification drawings

Cost of playing pitch construction and/or development at an estimated cost of £130,000
Existing or proposed changes for which Sport England consent must be formally granted
Planning Permission conditions (where required)

3. Project Measures

We would like you to report to us regularly how your project is doing against the Target Figures for Throughput (number of visits to your project) you gave us in your application.

	Baseline	Year 1	Year 2	Year 3
Throughput	0	14,952	16,805	18,849

You must also use your best efforts to deliver the revised Sports Development Plan for your Project which you gave us in your application.

Measurement

You must give us your actual Throughput numbers every 6 months for the first five years of your Project via the *My Applications* portal of the Sport England website <https://enquiry.sportengland.org/applicationportal/login/applicationlogin.aspx>

Once the works and initial maintenance are completed and the playing field becomes available for use, please confirm the baseline and any approved changes to the targets you have given us in the table above.

4. Project Conditions

Your Award is subject to the Standard Terms and Conditions, which apply to all of the Awards we have offered under our Protecting Playing Fields Programme. Your Award is also subject to specific Project Conditions, set out below, which you have agreed to fulfil.

We want your Project to succeed but may need to consider ending the Agreement if there is a failure or unacceptable delay in meeting any of the Project Conditions.

You need to fulfil the Project Conditions by the required date or we will not be able to release payment. Any costs you incur in doing so will be your responsibility. If you decide to go ahead with the purchase of goods or services before meeting the Project Conditions (without our prior written consent) this will be at your own risk and cost.

Part A Project Conditions

1. Payment of the Part A Funding shall be conditional upon the fulfilment of the following requirements by the dates stated:

Condition	Date Required
You need to complete and return to us: - Acceptance of Award Form	Within one month of the

<ul style="list-style-type: none"> - BACS form - Project Contacts Form - Signed Initial Topographical Survey Specification Sheet - Signed Feasibility Specification Sheet (for Feasibility payment only) 	date of the award letter
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- Following receipt of your Award Agreement you will be contacted by TGMS Ltd to arrange access to your facility to carry out an Initial Topographical Survey. TGMS Ltd will carry out the Initial Topographical Survey on behalf of your Turf Agronomist even if you have not yet accepted your Award. There is no financial risk to your Organisation by allowing this survey to take place prior to your Award being accepted as this cost will be covered by your Award. Upon receipt of the Initial Topographical Survey invoice and Initial Topographical Survey Specification Sheet we will release payment of up to a maximum of £765 (Seven Hundred and Sixty Five pounds) to you to make payment to the Turf Agronomist **within 30 days** in accordance with Turf Agronomist Standard Terms and Conditions.
- Once your Turf Agronomist has received the Initial Topographical Survey from TGMS Ltd they will arrange to visit your site to conduct the full Feasibility Study. When completed a copy of the Report will be issued to both you and us. Upon receipt of the Report, signed Feasibility Specification Sheet and Turf Agronomist's invoice we will release payment of up to a maximum of £1,035 (One Thousand and Thirty Five pounds) to you to make payment to the Turf Agronomist **within 30 days** in accordance with Turf Agronomist Standard Terms and Conditions.
- In summary, subject to you satisfying the Part A Project Conditions, the Part A Funding element of your Award will be released to you for you to make payment to the Turf Agronomist regardless of the outcome of the assessment of the viability of your Project.

Part B Project Conditions

- Payment of all or any part of the Part B Funding shall be conditional upon your fulfilment of the following requirements by the dates stated:

	Condition	Date Required
1.1	Confirmation of payment to the Turf Agronomist for the Feasibility Study and Initial Topographical Survey or any other associated work carried out by the Turf Agronomist	Before first payment of Part B Funding
1.2	The following forms are completed and returned us: <ul style="list-style-type: none"> - Interim Claim form - Tender Report Form (if you are using a turf agronomist outside the Sport England framework) 	Before first payment of Part B Funding
1.3	Your Organisation shall: <ul style="list-style-type: none"> • Instruct your chosen solicitor to prepare a certificate of title in relation to the property • In the case of Local Authorities only, enter a Restriction on Title or Deed of Dedication at Land Registry for the Protecting Playing Fields element of the project (Asset Liability Period is minimum 25 Years) in respect of the registered title of the property in favour of Sport 	Within 6 months of the Award Offer Letter and before work starts on site

	<p>England. This is to ensure the appropriate form of grant security is registered in favour of Sport England with regard to any Fields in Trust Dedication and/or Restriction on Title for the Sport England Improvement Grant.</p> <ul style="list-style-type: none"> • In all other circumstances, grant or cause to be granted to Sport England a legal charge over the property in such form as Sport England may reasonably require and including a restriction on title in favour of Sport England <p>In both instances Sport England will require evidence of the Registered Grant Security.</p>	
1.4	<p>Confirmation of payment of the Initial Grounds Maintenance Payment</p> <p>Submit, to the satisfaction of Sport England, an operator agreement for the site.</p>	Before Retention payment
1.5	<p>Submit, to the satisfaction of Sport England, evidence of security of tenure for required period (either freehold or leasehold for a minimum of 25 years).</p> <p>Submit a signed letter, from each source, to confirm Partner Funding amount.</p>	Before work starts on site

Failure to meet the Grant Security conditions detailed in clause 1.3 within the time period stated in the table above will be regarded as a serious breach of the Award Agreement.

Please note that a key piece of Construction related Health and Safety Legislation, The Construction (Design and Management) Regulations 2007 (commonly known as the CDM Regulations 2007) has been significantly changed, these came in to force on the 6th April 2015 and place substantial new responsibilities on you the “Client”. The changes also affect your Designers and Contractors.

Further Information on the new CDM Regulations 2015 and the requirements of you as “Client” can be found at: www.hse.gov.uk

5. Payments

Payment of the Award will be made using the Bank Automated Clearing Scheme (BACS) directly into the Organisation’s bank account. Payment is made in arrears and claims must be supported by invoices or proper evidence of spend.

You will see above that we need you to complete and return some forms to us prior to the release of funding. Part A Funding will be released to you in **two instalments**

1. **Instalment one:** upon receipt of the Initial Topographical Survey invoice and a signed Initial Topographical Survey Specification Sheet; and
2. **Instalment two:** for the Feasibility Report upon receipt of a signed Feasibility Specification Sheet and the turf agronomist’s invoice.

To claim any part of the Part B funding (other than the retention) you should use the Interim Claim Form. Payments will normally be made within 21 days of receipt of your claim form. We therefore recommend that you agree payment terms of 28 days with your appointed contractor.

If your improvement work includes a period of Initial Maintenance (usually up to 12 months after the main work when the contractor is returning to carry out maintenance as part of the contract), we will release this part of your grant to you when your project has reached Practical Completion. This money is to be retained by you and used to contribute towards initial maintenance costs during the initial maintenance period. You must provide evidence of this expenditure to us with your retention claim.

We will retain 10% of the award value which will be released to you once the Project is completed. The Retention Claim Form should be used for to claim this final amount and must be accompanied by:

- (a) the **Certificate of Practical Completion** (or equivalent);
- (b) the **Certificate of Completion of Making Good Defects**;
- (d) the **Final Certificate** or signed **Statement of Final Account**; and
- (e) evidence of release of the Initial Grounds Maintenance Payment to the relevant contractor.

6. Publicity

It is an important condition of your Award that you publicise your Award and Project and give due reference to the Sport England investment you have received.

1. We have provided guidance and resources on how we want you to promote your award at **www.sportengland.org/projectsupport**. In summary, we want you to:
 - a. Include the appropriate Sport England logos on all publicity and marketing materials including, but not limited to, websites, brochures, posters and leaflets. Please visit <http://www.sportengland.org/media-centre/promoting-your-project> to download the logo and logo guidelines. The prominence of this logo should reflect both the value and relative size, when compared to other funders of the award you have received.
 - b. Reference the Sport England investment you have received in all press releases and media interviews. The prominence of this reference should also reflect both the value and relative size when compared to other funders of your award.
 - c. If you use social media channels such as Twitter or Facebook please use them to promote your award after the embargo. You should include our user name @sport_england and the hashtag #playingfields in your post.
 - d. Continuously promote the Project in accordance with Clause 3.8 of the Standard Terms and Conditions of Award.
 - e. Arrange an official opening ceremony for your new or upgraded playing field within a reasonable period after its completion, at which Sport England may be represented. You should email feedback@sportengland.org with details of the event, with at least one month's notice.

2. You can also find out more about marketing your club through our Club Matters online toolkit www.sportenglandclubmatters.com
3. You must also display appropriate Sport England signage in a prominent position on your upgraded facility to recognise the financial assistance and support of Sport England and the National Lottery. A sign can be ordered through our approved supplier, Icon for a cost of £84.25 plus VAT.

Permanent signage must be installed before any opening event or ceremony and within four weeks of your project's Practical Completion.

To order your sign, you will need to use the enclosed form to set up an account. Icon will then issue an invoice for you to pay by BACS or cheque.

7. Accepting your Award

Sport England's Award Offer Letter is for the maximum amount of Award that your Organisation is being offered and is broken down into Part A Funding and Part B Funding. By accepting this offer, you are accepting both the Part A Funding and Part B Funding.

Once you have received the letter, Award Agreement and Terms and Conditions, you have **1 month** from the date of the Award Offer Letter to accept the offer. After a month this offer will lapse and the Offer will be withdrawn unless we agree, in writing, to extend it.

Please note that **NO** agreement comes into existence between Sport England and the Organisation until we have received your signed acceptance.

Sport England Approved Turf Agronomist

We have allocated TGMS Ltd to carry out the Initial Topographical Survey and an Approved Turf Agronomist to carry out the feasibility study, or to review your existing feasibility study. If you already have a feasibility report done by one of our Sport England Approved Turf Agronomists they will review this to ensure it meets Sport England's requirements.

We have allocated an approved Turf Agronomist to manage the works. The contact details of your approved Turf Agronomist are below:

Name: Dr Richard Earl

Company: TGMS Limited, Sports Surface Consultants

Address: 4 Doolittle Mill, Froghall Road, Ampthill, Bedfordshire, MK45 2ND

Email address: richard.earl@tgms.co.uk

Tel. No.: 01525 307060

Web: www.tgms.co.uk

In particular please note that if you **do not** already have a feasibility report for your project you will need to complete and send the Feasibility Specification Sheet to Sport England, SportPark, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF.

Your Approved Turf Agronomist will get in touch within 15 working days of you accepting your Award.

Next steps

We look forward to hearing from you.

Your Case Manager, Roger Lewis, will remain your point of contact for any further queries. If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, Roger can be contacted on 020 7273 1958.

Capital Document Checklist

Should you wish to accept your Award Offer you will need to complete the following items and return them to Sport England, unless otherwise stated:



Title	Description	Sport England to receive:
Terms and Conditions	Before accepting your award read through the terms and conditions thoroughly. By accepting the award you are entering into a legally binding contract.	N/A
Acceptance of Award Form	This form enters you into a contract and confirms that everything submitted with your acceptance is true, correct and you accept the terms and conditions. Please ensure that you have completed all necessary sections of this form in order for it to be regarded as a valid acceptance.	Within one month of the date of the Award Offer Letter
Bank Details Form (BACS)	This form must be completed by you and then returned to Sport England along with a copy of your most recent bank statement to verify that the details you have given are correct. The bank details you submit should be the same as those you submitted with your application. If you have previously received an award from Sport England and your bank details have not changed please tick the form and state the URN of your previous award in the relevant place and return it directly to Sport England	With Acceptance of Award Form
Project Contacts Form	This form must be completed by you and sent back to Sport England with your acceptance of award form. Please ensure you have included your Solicitor's contact details and you have instructed this solicitor for this work	With Acceptance of Award Form
Initial (Topographical) Survey Specification Sheet	This form must be completed, signed and sent to Sport England (Loughborough Office)	With Acceptance of Award Form
Feasibility Specification Sheet	This form must be completed, signed and sent to Sport England (Loughborough Office)	With Acceptance of Award Form
Tender Report	This form is only for projects using a turf agronomist outside the Sport England framework. When completing a capital project at least three competitive tenders for the provision of the facility must be obtained. This form should be completed when the tenders have been received and assessed.	Before a contract is awarded and works commence on site.
Interim Claim Form	This is the payment request form that you need to fill in for all claims except the retention (final) claim.	For 1st and subsequent grant instalments (not final)
Retention Claim Form	This grant claim form is for the final 10% retention amount and should be accompanied by the Certificate of Making Good Defects.	For final payment
Signage Order Form	Use this form to set up an account with Icon and order your sign at least four weeks before your project is complete.	Before opening event and within 4 weeks of Practical Completion.

Standard Terms and Conditions

These standard terms and conditions of award apply to all Award offers under the Protecting Playing Fields Programme.

This document is important. It sets out the standard legal conditions of our Award offer to you.

This is a legal document and you should read it carefully before accepting the Award.

If you have any general questions about this document please contact your nominated Grants Manager as detailed in your Award Agreement or our enquiries team on 0845 8508 508. If you need legal advice, you will need to contact your solicitor.

Contents

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1. Definitions

- 1.1 'You' means the person (individual) or organisation that we have given an Award to.
- 1.2 'We', 'us' and 'our' means Sport England and includes our employees and those acting for us such as our Turf Agronomists.
- 1.3 The 'Project' means the project or activity that we have agreed to give you an Award for, as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed.
- 1.4 The 'Award Agreement' incorporates:
 - 1.4.1 these standard terms and conditions;
 - 1.4.2 the Award Offer Letter which sets out any additional conditions.
- 1.5 'Annual Grounds Maintenance Schedule/Specification' means a document setting out the annual maintenance operations that the Organisation will be required to carry out following completion of the 12 months Initial Maintenance Period.
- 1.6 'Initial Maintenance Period' means the period of up to twelve (12) months commencing from the date in which the pitch is grown in during which time the pitch will be subject to high level maintenance and is not to be played on as it is susceptible to damage; play should not recommence until the Playing Field is signed-off for use by the Suitably Qualified and Experienced Person.
- 1.7 'Term' means the timeframes set out in clause 9.1.
- 1.8 'Suitably Qualified and Experienced Person' means the person who is both qualified and experienced to provide a valuation and assess if works have been carried out correctly for example a turf agronomist.

2 The Award

- 2.1 The amount of the Award is set out in the Award Offer Letter. We are not obliged to increase the amount of the Award and any variation is at our sole discretion. The amount of the Award may be different to the amount that you applied for.
- 2.2 The Award Acceptance Form must be signed by someone who is authorised to sign on behalf of the organisation.
- 2.3 The Award Agreement will come into force on the date that we receive the signed Award Acceptance Form from you.
- 2.4 We will pay the Award as set out in Section 5 'Payments' of the Award Offer Letter.
- 2.5 You must use the Award exclusively for the Project.
- 2.6 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information about the Project is always accurate and up to date.
- 2.7 You cannot use the Award to pay for any commitments you made before the date of the Award Agreement.
- 2.8 You must hold any unused part of the Award on trust for us at all times.
- 2.9 If you spend less than the whole Award on the Project, you must return the unspent amount to us promptly.

3. The Project

- 3.1 You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership; or the legal identity of your organisation.

- 3.2 If we agree that you can make changes to the Project, we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be set out in a separate legal agreement between us and you. You should not start any new or changed activity until that agreement has been signed by both of us. If we do not consent to these changes and they affect the Project, we may in our absolute discretion, require you to pay back all or part of the Award (regardless of how much you may have already spent).
- 3.3 You must make satisfactory progress with the Project and complete it on time. You must tell us immediately if anything threatens to curtail or delay the Project.
- 3.4 You must ensure that all records, including financial records relating to the Project are accurate and up to date. You must keep these records for seven years after the Project has finished and provide us with copies on request.
- 3.5 You must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the Award.
- 3.6 You must give us, or any person nominated by us, access to all records relating to the Project upon demand, including accounts and any other financial records, VAT and any other tax records. You must send us any information that we reasonably require to monitor your Project and how the Award is being used. We can ask for access to these records for up to seven years after the Project has finished.
- 3.7 You must monitor the Project as we have set out in the Award Offer Letter.
- 3.8 You must publicise the Award as we have set out in the Award Offer Letter.
- 3.9 You must provide us with clear, accurate and legally compliant accounts that cover the period of the Project showing income and expenditure. We may ask for proof of expenditure. If the Award was for more than £50,000 a qualified and independent accountant must certify a Statement of Income and Expenditure.
- 3.10 In carrying out your Project, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy.
- 3.11 You must have appropriate policies in place at all times to help you comply with the law and good practice including:
 - 3.11.1 Data protection;
 - 3.11.2 Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
 - 3.11.3 Employment law

4 Capital Conditions

- 4.1 You cannot make a claim for payment until you have sent met the Project Conditions detailed in Section 4 of the Award Agreement. This excludes the initial payments for the Initial Topographical Survey and Feasibility Report.
- 4.2 You will use best endeavours to manage and operate the Playing Field in accordance with the Project Specifications throughout the Term. You will keep the Playing Field in good repair and keep it in good repair and undertake all things as may be necessary to ensure its proper maintenance in particular the implementation and continued compliance with the Annual Grounds Maintenance Schedule/Specification.

- 4.3 The Playing Field must be constructed and/or developed in a good and workmanlike manner in accordance with the requirements and timescales set out in the Project Specifications.
- 4.4 Your Project must:
 - 4.4.1 be completed (i.e. open for use by the public) within two (2) years of the date of the Award Offer Letter (or such other date as may be agreed in writing by Sport England).
- 4.5 You will make sure that the construction/development of the Playing Field is properly supervised throughout by the Suitably Qualified and Experienced Person.
- 4.6 **If you are not using our appointed Turf Agronomist**, you will tell us in writing who you are using to design, tender and supervise your project. If they are not suitably qualified or experienced to our satisfaction we may withdraw the Award. If we agree that you can proceed, you will tell us in writing that you have or will have obtained at least three competitive tenders for the construction/development of the Playing Field following normal tender and contract procedures. You will also tell us in writing before the works start why you have chosen the successful tender and give us a copy of the **Tender Report** in a form set out by us.
- 4.7 **If you are using our appointed Turf Agronomist**, you agree to enter into a contract with the Turf Agronomist named in the Award Offer Letter for the construction and/or development of the Playing Field and you agree to be bound by their terms and conditions which are set out in the Specification Sheet and Standard Terms and Conditions.

5. General Conditions

- 5.1 If you break any term and/or condition of the Award Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We only give up our right to enforce this agreement if we tell you in writing.
- 5.2 Our staff and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You remain fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 5.3 Your Award comes from public money, so any goods or services bought with your Award should give value for money and avoid any conflicts of interest.
- 5.4 We get the funding we give to you from different places, including from the Exchequer and the National Lottery. We do not expect this funding to be reduced or stopped but, if it is, we may reduce or stop your Award before we have paid you the full amount.
- 5.5 We are not obliged to provide, and nor should you assume that we will, any further funding for the Project after this Award Agreement comes to an end.
- 5.6 The Freedom of Information Act 2000 ('the Act') applies to us. This means that any information you give us could be released to any person who asks for it under the Act.

6. VAT

You acknowledge that nothing in this Agreement is intended to create a VAT taxable supply.

7. Conditions relating to assets or goods purchased, developed, enhanced and/or refurbished with the Award

- 7.1 During the Term of your Award, you must not sell any assets or goods that have been totally or partly purchased, developed, enhanced, refurbished, conserved (maintained or protected from damage) or improved with our Awards unless:
- 7.1.1 you can sell them for their full current market value; and
 - 7.1.2 we have given you permission, in writing, beforehand
- 7.2 If we have contributed (or will contribute) more than £25,000 to help with buying, restoring, conserving or improving land, buildings or any other asset, you must not apply for a mortgage over that asset or use it as security without our prior written approval.
- 7.3 We may insist on third party rights being given to us (and in a form approved by us) under any contract that you have with contractors and consultants on most building projects.
- 7.4 For all Awards, we require a certificate of title to be prepared by a practicing solicitor to Sport England's satisfaction. We will also take security for the duration of the Term on the freehold or leasehold interest or other asset or assets, for your responsibilities under the terms of the Award. We may demand that you give our solicitors copies of all the documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property) and we will require you to register the security at the Land Registry and Companies House (where relevant).
- 7.5 If you sell or give away assets or goods bought, restored, conserved or improved with our Awards, we will be entitled to receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.

8. Breaking these terms and conditions, and suspending or repaying the Award

- 8.1 If you break any of these terms and conditions, we may, in our absolute discretion:
- 8.1.1 require you to pay back all or part of the Award (regardless of how much you may have already spent); and/or
 - 8.1.2 stop any future payments; and/or
 - 8.1.3 end this agreement immediately.
- 8.2 We may recover the Award in our absolute discretion, if any of the following events occurs:
- 8.2.1 you close down your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);
 - 8.2.2 you make any changes to the Project with first getting our written permission;
 - 8.2.3 you use the Award for anything other than the Project;
 - 8.2.4 you do not follow our reasonable instructions;
 - 8.2.5 you do not carry out the Project with reasonable care, thoroughness and competence ;
 - 8.2.6 you do not complete the Project;
 - 8.2.7 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
 - 8.2.8 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration,

- be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
- 8.2.8 you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation; and/or
- 8.2.9 without first getting our approval in writing, you sell or in some other way transfer the Award, your business or the Project to someone else.

9. Termination of the Award Agreement

- 9.1 These terms and conditions and the Award Agreement remain in force for whichever of these is the longest:
 - 9.1.1 as long as any part of the Award remains unspent;
 - 9.1.2 the expiry of the maximum Term required under the Award Agreement which is for all Awards twenty-five (25) years;
 - 9.1.3 as long as you do not carry out any of the terms and conditions of the Award Agreement or any breach of them continues (this includes any outstanding reporting on Award expenditure or Project delivery).

	Signature	Date
Signature of 2 nd authorised officer:		
Print full name:		
Job Title:		
For and on behalf of:		

Bank Details Form (BACS): Protecting Playing Fields

Your bank details must be completed in full

URN:	2014006368
Organisation:	Royal Borough of Greenwich
Project title:	The Hervey Road Healthy Lifestyles Centre
Account signatory name(s):	
Official position:	
Email address (for remittance advice):	
Alternatively, if you would prefer to receive remittance advice via the post, please provide your address:	
Bank/building society name:	
Branch address:	
Account name:	

Account number:

--	--	--	--	--	--	--	--

Bank collection ref:
(if applicable)

--

Sort code:

			-				-			
--	--	--	---	--	--	--	---	--	--	--

Please return this completed form to the below address, along with one of the following:

- A copy of your most recent bank statement. Tick here if enclosed: ☐
Please note; Internet banking printouts must include the postal address of account holder and be signed as a true and accurate record by your organisations Account Signatory.
- Or
- If you have previously received a grant from Sport England, and your account details have not changed, please complete your bank details above and provide the Unique Reference Number (URN) of a previous award you have received:

URN:

If you cannot provide either of the above, please contact your Case Officer and an alternative form will be provided to you, which will require authorisation from your bank.

All completed forms should be sent to:

Sport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF.

Account Signatory:

--

Date:

--

For Internal Use Only:

Do the bank account details match those provided on statements:	Yes / No	
Does the form/ statement appear to be untampered with:	Yes / No	
Is the account name, the same as the applicant name:	Yes / No	
Checks completed by: (insert initials):		
Date form forwarded to Finance:	/ /	
Finance – BACS reconciled against URN. Account matches report:	Yes / No	

Protecting Playing Fields: Project Contacts Form

(This form MUST be submitted to Sport England along with the Acceptance of Award form)

URN:	2014006368
Name of Organisation:	Royal Borough of Greenwich
Project Title:	The Hervey Road Healthy Lifestyles Centre
Organisation Address:	
*MUST COMPLETE *Solicitors Name:	
*Company Name:	
*Address:	
*Direct Telephone Number:	
*Direct Email (not generic email address):	

Please enter the details below of those people in your organisation who will be responsible for the different aspects of the project. **At least two separate contacts must be listed.** Please indicate using the tick boxes:

- Who is the main contact for your project?
- Who is responsible for Measurement and Evaluation (M&E) reporting?
- Who you wish to receive remittance advice?
- Who is responsible for submitting any claim forms and overseeing award payments?

Signature of authorised officer:	
Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: (if different to organisation address)	

Main Project Contact	
M&E Contact	
Remittance Contact	
Payment Contact	

Signature of authorised officer:	
Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: (if different to organisation address)	

Main Project Contact	
M&E Contact	
Remittance Contact	
Payment Contact	

Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: (if different to organisation address)	

Main Project Contact	
M&E Contact	
Remittance Contact	
Payment Contact	

Specification Sheet for Initial (Topographical) Survey Stage

Customer (Awardee) Name and contact details	Site address and access arrangements
---	--------------------------------------

Preferred start date for Feasibility	
--------------------------------------	--

Key Deliverables (Specified Services - 7.4.1 of SE Framework):		Discounted Framework Fee (exclusive of VAT)
INITIAL SURVEY	Topographic survey to record and map (carried out by TGMS Ltd):	
	1.1 Site boundaries.	
	1.2 Site levels and gradients.	
	1.3 Other pertinent features (e.g. watercourse location and level).	
	Geophysical survey to record and map:	
	1.4 Soil variability.	
	1.5 Any under soil feature detected (e.g. drainage infrastructure).	
AGREED FEE (to be paid on completion of deliverables)		£637.50 + VAT

Please complete Boxes 1 to 3 below to confirm acceptance of the Specified Services to be delivered. You should send this with your Acceptance Form to Sport England (Loughborough Office). Sport England will forward it to TGMS Ltd to sign.

Box 1	Sport England URN:	2014006368
Box 2	Signature / Date:	/
Box 3	Please print name:	

For and on behalf of AWARDEE _____

Box 4	Signature / Date:	/
Box 5	Please print name:	

For and on behalf of Consultant [TGMS Ltd]

Initial Survey

Prior to an Agronomy Consultant conducting a feasibility study and report, it will be necessary to conduct an Initial Survey of the site. This element comprises a topographic and geophysical survey which will be carried out by TGMS Ltd using specialist equipment. The results of this element will be forwarded to the Consultant assigned to the project (in the Customer's Lottery Award letter) who will subsequently carry out the detailed pitch assessment and produce the overall feasibility report with recommendations. The Customer's contract for this Initial Survey is with TGMS Ltd.

The Customer shall pay TGMS Ltd. within 28 days of the completion of the Initial Survey.

The following surveys will be carried out in order to characterise existing site conditions thereby informing the feasibility study which will identify the works required to bring the facility up to an acceptable standard:

Initial Survey:

7.4.1.4 *Topographic survey to record and map:*

- Site boundaries
- Site levels and slope
- Any other pertinent feature (e.g. watercourse location and water level)

7.4.1.5 *Geophysical survey to record and map:*

- Soil variability
- Any under soil features detected (e.g. drainage, cabling etc)

Specification Sheet for Feasibility Study Stage

Customer (Awardee) Name and contact details	Site address and access arrangements
---	--------------------------------------

Preferred start date for Feasibility	
--------------------------------------	--

Key Deliverables (Specified Services - 7.4.1 of SE Framework):			Discounted Framework Fee (exclusive of VAT)
PITCH ASSESSMENT	Hard copy of feasibility study Report to include (carried out by Consultant):		
	1.1	Technical appraisal of site including soil sample analysis, drainage status and turf condition.	
	1.2	Development options.	
	1.3	Indicative cost estimates for each of the options.	
	1.4	Indicative work programme.	
	1.5	Maps and drawings as appropriate.	
AGREED FEE (to be paid on completion of deliverables)			£862.50 + VAT

Please complete Boxes 1 to 3 below to confirm acceptance of the Specified Services to be delivered. You should send this with your Acceptance Form to Sport England (Loughborough Office). Sport England will forward it to the Turf Agronomist to sign.

Box 1	Sport England URN:	2014006368
Box 2	Signature / Date:	/
Box 3	Please print name:	

For and on behalf of CUSTOMER / AWARDEE _____

Box 4	Signature / Date:	/
Box 5	Please print name:	

For and on behalf of Consultant _____

Feasibility Stage Report

The Feasibility Stage will comprise two key elements. The first element is the topographic and geophysical “Initial Survey” which will have been previously carried out by TGMS Ltd on behalf of the Customer’s Consultant using specialist equipment. The results of this element will have been handed over to the Consultant who shall carry out the detailed pitch assessment and overall report with recommendations. The Customer’s contract is with the Consultant as identified within their Lottery Award, detailed on the Specification sheet over, and communication should be with the Consultant.

On completion of the feasibility study, the Consultant shall deliver two copies of the feasibility report to the Applicant and Sport England, which shall lay out the Consultants findings and conclusions covering those items described in Appendix 2 of the Natural Turf for Sport DGN. The report should address the relevant key outputs for RIBA Stages A & B as detailed in Appendix 3 of the DGN.

The Customer shall pay the Consultant within 28 days of the completion of the Feasibility Report.

The following assessments will be carried out in order to characterise existing site conditions thereby informing the works required to bring the facility up to an acceptable standard:

Detailed site assessment (to be carried out by the Consultant)

- 7.4.1.1 *Test pit excavation and soil sample analysis to determine:*
- Soil texture (i.e. sand, silt and clay content).
 - Topsoil depth.
 - Make-up of subsoil and Compactive state.
 - Water content at different depths below the surface.
 - Nutrient status (P, K, Mg) and pH.
- 7.4.1.1 *Comprehensive investigation to determine:*
- The condition of the turf.
 - The fundamental issues that affect the site (e.g. adverse topography, ground water table, temporary water table, low permeability, compaction).
 - Other issues that require further investigation (e.g. contaminated land, permissions to discharge drainage water, developments in designated flood plains).
 - A range of development options to address the fundamental issues identified above.
 - Indicative construction costs and outline programme for budgetary purposes.

Protecting Playing Fields: Tender Report Form

(This form is to be submitted prior to commencement of the works if you are NOT using a Framework Consultant)

URN:	2014006368
Name of applicant organisation:	Royal Borough of Greenwich
Project title:	The Hervey Road Healthy Lifestyles Centre

Details of tenders received and explanation as to why each one was accepted/rejected
(at least three competitive tenders for the provision of the facility must be obtained).

The awardee must also submit a copy of the tender report prepared by the supervising officer and a copy of the original Form of Tender from the appointed contractor for the construction works.

	Organisation	Total Cost	Accepted/Rejected	Evaluation of tender and reasons for acceptance/rejection
Tender 1				
Tender 2				
Tender 3				
Tender 4				
Tender 5				

DECLARATION

We hereby confirm that the tendering for this project has been carried out with due diligence and in line with the requirements of Sport England's standard terms and conditions.

Official of Applicant Organisation

Signature:	
Print name:	
Job title:	
Date:	

Counter Signatory

Signature:	
Print name:	
Job title:	
Date:	

Protecting Playing Fields: Interim Claim Form

URN:	2014006368
Name of applicant organisation:	Royal Borough of Greenwich
Project title:	The Hervey Road Healthy Lifestyles Centre
Claim number:	

This form should be used when you wish to claim an instalment of your Protecting Playing Fields award. It should not be used to claim the final retention monies which will be available on completion of the project, for which the 'Retention Claim Form' should be submitted. When making a claim, please ensure that the appropriate evidence of expenditure is enclosed (architect's certificate, sales invoice, itemised receipt for purchases, or other evidence of expenditure).

Total Expenditure for the Period:

	Total Expenditure to Date	Allowable Expenditure for this claim	Amount of Expenditure requested from Sport England	Invoice Number(s)
1. Feasibility study and Initial topographical survey	£	£	£	
2. Land, property or sporting rights purchase	£	£	£	
3. Design and contract management	£	£	£	
4. Initial maintenance (Year 1)	£	£	£	
5. Development of outdoors sports playing area(s)	£	£	£	
6. Major items of non-personal sports equipment	£	£	£	
7. Professional fees and expenses committed already	£	£	£	
8. Other goods and services (.....)	£	£	£	
9. Other (.....)	£	£	£	
10. Other (.....)	£	£	£	
Total Costs:	£	£ A	£ B	

Evidence of expenditure for the amount in **A** must be included with this claim form.

Project at Practical Completion

If your project has been issued with a Certificate of Practical Completion, you are entitled to claim the money needed for the initial maintenance period (Year 1) in advance. This money is to be retained by you and used to cover costs incurred during the 12 month initial maintenance period. Please note that you will need to provide evidence of spend for this money when your project is certified complete and you claim your retention amount.

If you are attaching your Certificate of Practical Completion to this claim and wish to claim your initial maintenance period monies, please tick this box and state your initial maintenance period budget:

☐

£

Protecting Playing Fields: Interim Claim Form (Continued)

Grant Value £

D. Total amount awarded:	<input type="text" value="£"/>
E. 10% retention amount ($D \times 0.1$) (payable when project certified complete):	<input type="text" value="£"/>
F. Total amount of award that can be claimed prior to project certified complete ($D - E$):	<input type="text" value="£"/>
G. Amount of claim requested from Sport England (the same as B on the previous page):	<input type="text" value="£"/>
H. Amount of claim requested for pre-paid initial maintenance period costs (the same as C on the previous page):	<input type="text" value="£"/>
I. Amount of grant now claimed: ($G + H$):	<input type="text" value="£"/>
J. Amount of grant previously claimed from Sport England:	<input type="text" value="£"/>
K. Total amount of award claimed from Sport England ($I + J$):	<input type="text" value="£"/>
L. Overall balance of grant remaining to be claimed prior to project being certified complete ($F - K$):	<input type="text" value="£"/>

DECLARATION

Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of your Organisation **and also countersigned** as follows (dependent on the claim amount):

- Claims between **£1,000** and **£24,999** – also countersigned by a Senior Official of the Organisation
- Claims of **£25,000 or more** – also countersigned by the architect, surveyor, engineer or other professional advisor or specialist employed on the project.

Please note that both the **signatures must be originals** and that photocopies or forms sent by fax or email **will not** be accepted.

We hereby certify that the above figures represent expenditure necessarily incurred on the project and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted and agreed with Sport England.

Official of Applicant Organisation

Signature:	<input type="text"/>
Print name:	<input type="text"/>
Job title:	<input type="text"/>
Date:	<input type="text"/>

Counter Signatory

Signature:	<input type="text"/>
Print name:	<input type="text"/>
Job title:	<input type="text"/>
Date:	<input type="text"/>

Protecting Playing Fields: Retention Claim Form

URN:	2014006368
Name of applicant organisation:	Royal Borough of Greenwich
Project title:	The Hervey Road Healthy Lifestyles Centre
Claim number:	

This form should be used when your project is complete, has been issued with a Certificate of Making Good Defects and you wish to claim the retention amount of your Protecting Playing Fields award.

When making a claim, please ensure that the appropriate evidence of expenditure (architect's certificate, sales invoice, itemised receipt for purchases, or other evidence of expenditure) and a copy of the Certificate of Making Good Defects is enclosed.

Total Expenditure for the Period:

	Final Project Costs	Allowable Expenditure for this claim	Amount of Expenditure requested from Sport England	Invoice Number(s)
1. Feasibility study and Initial topographical survey	£	£	£	
2. Land, property or sporting rights purchase	£	£	£	
3. Design and contract management	£	£	£	
4. Initial maintenance (Year 1)	£	£	£	
5. Development of outdoors sports playing area(s)	£	£	£	
6. Major items of non-personal sports equipment	£	£	£	
7. Professional fees and expenses committed already	£	£	£	
8. Other goods and services (.....)	£	£	£	
9. Other (.....)	£	£	£	
10. Other (.....)	£	£	£	
Total Costs:	£	£ A	£ B	

Evidence of expenditure for the amount in **A** must be included with this claim form.

Protecting Playing Fields: Retention Claim Form (*Continued*)

Grant Value £

C. Total amount awarded:

£

D. Amount of claim requested from Sport England
(the same as **B** on the previous page):

£

E. Amount of grant previously claimed from Sport England:

£

F. Total amount of award claimed from Sport England (**D + E**):

£

G. Overall balance of grant remaining to be claimed (**C - F**):

£

DECLARATION

Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of your Organisation **and also countersigned** as follows (dependent on the claim amount):

- Claims between **£1,000** and **£24,999** – also countersigned by a Senior Official of the Organisation
- Claims of **£25,000 or more** – also countersigned by the architect, surveyor, engineer or other professional advisor or specialist employed on the project.

Please note that both the **signatures must be originals** and that photocopies or forms sent by fax or email **will not** be accepted.

We hereby certify that the above figures represent expenditure necessarily incurred on the project and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted and agreed with Sport England.

Official of Applicant Organisation

Signature:

Print name:

Job title:

Date:

Counter Signatory

Signature:

Print name:

Job title:

Date:



Heather Court
6 Maidstone Road
Sidcup, Kent, DA14 5HH
+44 (0) 20 8302 4921
www.icon-world.com

Protecting Playing Fields signage order form

As a condition of your award you must display at least one Sport England/National Lottery sign in a prominent position outside the main entrance to your clubhouse, changing rooms or in another prominent location near to the playing field.

Signs need to be installed before any opening event or ceremony and within four weeks of your project's completion.

You can order your sign from our approved supplier Icon as soon as you wish, using the form below.

To pay for the sign – **which costs £84.25 plus VAT** – you will need to return the form to Icon by emailing Nicola.Walsh@icon-world.com or by returning the form by post to the address above. Icon will then issue you with an invoice you can pay by BACS or cheque.

If you have any questions, please email Nicola Walsh or call her on 07552289252.

Organisation Name:

URN:

No of signs required:
(one minimum but you may order more)

Date sign needed by:

Contact name:

Contact phone number:

Contact email address:

Sign delivery address:

Please include name and phone number of person there to receive the sign and check for damage if different from above

Any additional delivery information?

Invoice address:

Phone :

Fax:

Accounts payable / treasurer contact name:

Phone:

Fax:

Email:

Do you need to issue us with a purchase order number?

Limited company/sole trader/partnership/charity (delete as appropriate)

Company registration number: (if applicable)

Charity registration number: (if applicable):

Tax registration number: (if applicable)

Credit limit required:

Declaration:

I/We make this credit application to open an account with ICON DISPLAY LTD and agree that the details provided are correct.

I/We acknowledge and accept the payment terms of 30 days from date of invoice, subject to acceptance.

Name:

On behalf of:

Position company/organisation

Signed:

Date

Please return to address above or email Nicola.Walsh@icon-world.com