

Nick Fellows
CEO
British Equestrian Federation
Equestrian House
Abbey Park
Stareton
Warwickshire
CV8 2RH

Date: 18 December 2018

British Equestrian Federation – URN 2016008582 NGB 17-21 Award Agreement Variation No. 2

1. Under an award agreement dated 24 April 2017 (**"the Award Agreement"**), Sport England made a grant award of £1,765,821 to the British Equestrian Federation (**"the BEF"**). By a letter dated 21 December 2017, Sport England varied the Award Agreement to grant the BEF a further £600,000 (**"Award Variation No. 1"**). The total grant award made to the BEF at the date of this letter is £2,365,821 (these sums in total being **"the Award"**).
2. Sport England and the BEF agree to vary the Award Agreement in the manner set out below:
 - a. Clause 1.1 of the Award Agreement is deleted and replaced with the following:

'Sport England is pleased to offer the Award Recipient an award of up to £3,765,821 (three million, seven hundred and sixty-five thousand, eight hundred and twenty-one pounds) (the "Award"), a breakdown of which can be found in Schedule 2 (the "Financial Breakdown")'

For the avoidance of doubt, this sum reflects an increase of £1,400,000 (one million four hundred thousand pounds) to the Award only.
 - b. Clause 1.4 of the Award Agreement is deleted and replaced with the following:

'The Term of the Award shall be from the Commencement Date until 31 March 2021 (the "Term").'
 - c. Schedule 2 of the Award Agreement is deleted and replaced with new Schedule 2, attached to this Award Variation at Annex 1.
3. Pursuant to clauses 2.3 to 2.5 of the Award Agreement, Sport England agreed by a letter dated 22 November 2017 the Initial Baseline, Measures, Targets and Special Conditions (**"the Letter"**). Sport England and the BEF agree to vary the Letter so as to include the additional targets and special conditions set out in Annex 2 to this Award Variation as if these additional targets and special conditions were originally included in Appendix 1 and Appendix 2 of the Letter.
4. This award variation letter shall take precedence in the event that a conflict exists with the wording of the Award Agreement, Award Variation No. 1 or the Letter. All other terms and conditions of the Award Agreement, Award Variation No. 1 and the Letter (including the Standard Terms and Conditions of the Award Agreement) remain unchanged.

5. Please confirm BEF's Agreement to the variations set out in paragraphs 2 and 3 of this award variation letter by signing and returning the enclosed counterpart. Upon receipt of the enclosed counterpart by Sport England, the variations shall be taken as agreed.
6. Please do not hesitate to speak to [REDACTED] (Partner Support Manager) or [REDACTED] (Partner Support Manager) if you have any queries.

Yours sincerely




Tim Hollingsworth
Chief Executive

To be signed for and on behalf of the British Equestrian Federation:

I, Nick Fennas (CEO), duly authorised on behalf of the British Equestrian Federation, hereby agree to the variations to the Award Agreement dated 24 April 2017 and the letter dated 22 November 2017 set out in the letter from Sport England dated 18 December 2018 and acknowledge that they will take effect as if they formed part of the Award Agreement and the Letter.

Signature:



Date:

3/1/19.

ANNEX 1

Schedule 2 of the Award Agreement – Financial Breakdown

Funding Category	Funding Source	Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21	Total 2017-21
Delivery (Core Market excl. Talent and Back Office)	Lottery	£702,739	£455,574	£614,074	£617,207	£2,389,594
Back Office Costs	Exchequer	£78,082	£75,615	£76,130	£76,400	£306,227
Talent Delivery	Exchequer	£239,075	£275,085	£275,298	£280,542	£1,070,000
Total		£1,019,896	£806,274	£965,502	£974,149	£3,765,821

ANNEX 2

Appendix 1 to the Side Letter - Measures and Targets

Influence number targets (agreed with BEF Member Bodies in Year 2. Year 1 was a holding award)

Year 1 2017-18	Year 2 2018-19	Year 3 2019-20	Year 4 2020-21
N/A	134,836	141,527	150,755

Appendix 2 to the Side Letter - Special Conditions

4. The BEF will continue to monitor and embed the agreed actions from the Independent Report Action Plan to the satisfaction of UK Sport and Sport England.
5. The BEF will be subject to an audit in Q4 of 2018-19 to ensure continued and satisfactory progress on the embedding and sustainability of the Independent Report Action Plan and the Code for Sports Governance.



Award Standard Terms and Conditions

2017 – 2021 NGB Core Market Investment

Legal Services
Sport England
1st Floor, 21 Bloomsbury Street
London, WC1B 3HF

Version April 2017

1 Definitions and Interpretation

1.1 For the purposes of this Agreement the following expressions shall have the meanings set out next to them below:

“A Code for Sports Governance” shall have the meaning set out in clause 10.1 which can be found on the Sport England website, at www.sportengland.org;

“Active Lives” means the annual study commissioned by Sport England of levels of engagement of the English population in sport, current details of which can be found on the Sport England website, at www.sportengland.org. The Active Lives survey results will be available every six months in or around January and July in each year of the Term. Any reference to the Active Lives survey includes any replacement or successor survey;

“Accountable Officer” shall have the meaning set out in clause 5.2.1;

“Adults at Risk” any persons who fall within the definition of an ‘adult at risk’ as set out in the Care Act 2014;

“Agreement” means the Award Agreement, these Standard Terms and Conditions and any amendment or variation validly made thereto;

“Annual Governance Statement” shall have the meaning given in clause 10.1;

“Applicable Amount” has the meaning provided in clause 5.5 of the Award Agreement;

“Assets” means any building, new construction, land, extensions of and alterations to existing buildings or the purchase of any other fixed asset (eg. machinery, plant, equipment and vehicles) with an expected working life of more than one year, or right but only where the acquisition or creation is wholly or substantially funded by the Award, or is materially enhanced with the assistance of the Award;

“Asset Liability Period” means the period in years from the date of acquisition, material enhancement or (where relevant) practical completion of the Asset in which Sport England/the Award Recipient will retain a beneficial interest in the Asset calculated as follows:

Capital Award Amount	Asset Liability Period
£5,000,001 and over	25 yrs
£1,000,001 to £5million	21 yrs
£250,001 to £1,000,000	15 yrs
£100,001 to £250,000	10 yrs
Under £100,000	7 yrs

“Audience Data”

means anonymised participation data, such as demographics and participation figures, derived from the investment of this Award;

“Audited Accounts”

means the annual accounts prepared by the Award Recipient, whether pursuant to the requirements of the Companies Act 1985 or otherwise and audited by an independent registered auditor who is a member of the Institute of Chartered Accountants for England & Wales or of the Association of Chartered Certified Accountants, to confirm that they are GAAP-compliant. For the avoidance of doubt, where the accounts are prepared pursuant to the Companies Act 1985, and the Award Recipient takes advantage of any small companies exemptions, it may take advantage of any such concessions which might permit it to avoid providing audited accounts);

“Award”

means the Sport England funding award referred to in the Award Agreement being comprised of Exchequer Funding and/or Lottery Funding;

“Award Agreement”

means the document of that name, including any schedules attached thereto, (excluding these Terms and Conditions), agreed by Sport England and the Award Recipient, and any amendment or variation validly made thereto;

“Award Recipient”

means the organisation that is the recipient of the Award referred to in the Award Agreement;

“Children”	means any persons who have not attained 18 years of age;
“Club Data”	means Place Data related to clubs;
“Commencement Date”	means 1 April 2017 or such other date as agreed in writing between the Parties, subject to Sport England receiving from the Award Recipient the signed and duly completed Award Acceptance Letter together with any other documents that the Agreement requires the Award Recipient to complete and return prior to commencement of the Agreement;
“Committed Funds”	means any Award funds that have been advanced by Sport England to the Award Recipient and either the Award Recipient has paid them to a third party in accordance with the terms of this Agreement or else the Award Recipient has, prior to receiving any demand for repayment from Sport England, entered into a legally binding commitment to pay them to a third party in accordance with the terms of this Agreement;
“Comptroller and Auditor General”	means the Comptroller General of the Receipt and Issue of Her Majesty's Exchequer and Auditor General of Public Accounts as head of the National Audit Office;
“Club Data”	means an electronic list of club details including name, address and contact details (name, telephone, email and street addresses); Place Data in relation to clubs; and Membership Data;
“DCMS”	means the Department for Culture, Media and Sport;
“England Talent Pathway”	means a Sport England supported athlete development system which identifies and supports talented athletes and prepares them for high performance success.
“Event of Force Majeure”	shall have the meaning set out in clause 31.1.1, below;
“Exchequer Funding”	means the Award (or any part of the Award) as referred to within the Award Agreement that is provided by HM Treasury;
“Financial Breakdown”	means the financial breakdown found in Schedule 2 of the Award Agreement;

“Financial Year”	1 April in one year to 31 March in the following year;
“Governance Action Plan”	means the action plan agreed between the Award Recipient and Sport England as set out in the Award Agreement which sets out the actions, steps required and timescales for compliance with the Code for Sports Governance;
“HCSCs”	means any and all of the home country sports councils namely, Sport England, the Sports Council for Northern Ireland (Sport Northern Ireland), the Scottish Sports Council (Sport Scotland), the Sports Council for Wales (Sport Wales) and UK Sport or their successor bodies;
“Liaison Officer”	shall have the meaning set out in clause 5.2.2;
“Logo”	means the Sport England logo and/or the National Lottery Good Causes Beneficiary logo and/or such other logo as Sport England may from time to time specify;
“Lottery Funding”	means the Award (or any part of the Award) as referred to within the Award Agreement that is provided by the National Lottery Commission;
“Management Accounts”	means a full set of management accounts which supports and is clearly reconciled to the financial forecasts which are provided by the Award Recipient to Sport England in accordance with this Agreement;
“Membership Data”	means the number of members; characteristics of members (for example, age); activity patterns; Audience Data; and other membership data which has been ‘anonymised’ to remove personal data;
“Material Terms”	means an essential term of this Award Agreement including but not limited to terms relating to Measures and Targets, Safeguarding and any Governance Action Plan;
“Measures and Targets”	means the measures and targets described as such in the Award Agreement and set out in Schedule 1 of the Award Agreement;
“National Audit Office”	means the independent parliamentary body in the United Kingdom responsible for auditing central government

	departments, government agencies and non-departmental public bodies
“National Lottery Commission”	means the National Lottery Commission of 4 th Floor, Victoria Square House, Victoria Square, Birmingham B2 4BP;
“NGB”	means the National Governing Bodies of sport;
“Organisational Contacts”	means clubs of the Award Recipient, members of those clubs, members of the Award Recipient, individuals participating in talent development programmes, coaches, officials, Award Recipient officers and employees and any other contacts of the Award Recipient that the Award Recipient and/or Sport England might reasonably consider to be appropriate respondents for Sport England surveys;
“Operational Delivery Plan”	has the meaning provided in clause 4.1 of the Award Agreement.
“Parliamentary Health and Service Ombudsman”	means the office (or any successor office) responsible for considering complaints by the public that UK Government departments have not acted properly or fairly or have provided a poor service comprising the offices of the Parliamentary Commissioner for Administration and the Health Service Commissioner for England;
“Parties”	means Sport England and the Award Recipient, each a “Party” ;
“Partnership Funding”	means partnership support, whether in cash, or volunteer time and other contributions in kind from private companies, individuals, charitable foundations and other private sector organisations, but excludes funding from Sport England or from another organisation which uses Sport England funding to provide the partnership support;
“Performance Director”	means a person employed to direct and oversee governing body athlete/sport high performance programme, usually given the title ‘Performance Director’;
“Place Data”	means data related to location, venues, activities and event information associated with the investment of this Award;

“Plan”	means the plan or other document submitted by the Award Recipient to Sport England as the basis for receiving the Award in the form agreed in writing by the Parties and referred to in the Award Agreement, as updated by agreement in writing between the Parties;
“Programme”	means the initiatives set out in the Award Agreement and the Plan;
“Purpose”	shall have the meaning set out in clause 2.2, below;
“Retail Price Index”	means the retail price index published by the Office for National Statistics
“Review”	has the meaning given in clause 7.1 of these Standard Terms and Conditions and clause 3.2 of the Award Agreement;
“Review Report”	has the meaning in clause 7.2.1;
“Sport England”	means the English Sports Council, a body corporate established by Royal Charter (England/Wales) (number RC000766) and any successor to it;
“Sport England Board”	means Sport England’s Main Board;
“Sport England Contact”	means the Sport England employee the Award Recipient should contact in respect to this Award, as notified to the Award Recipient from time to time;
“Sport England’s Complaint’s Procedure”	means the complaint’s procedure published by Sport England as updated from time to time and found on Sport England’s website, www.sportengland.org ;
“Sport England Data Hub”	means the data management platform operated by Sport England designed or intended to (i) create a single view of individuals’ sporting or physical activity participation at a range of facilities and locations and (ii) to analyse and draw insights from such data;
“Standard Terms and Conditions”	means these Award Standard Terms and Conditions and any amendment or variation validly made thereto;
“Suitably Qualified Person”	means a person having the knowledge and experience to provide a valuation as required in clause 2.8.1 below;

"Term"	shall have the meaning set out in clause 4 below;
"Treasury"	means Her Majesty's Treasury;
"UKAD"	means United Kingdom Anti-Doping Limited a company incorporated in England and Wales (company number 06990867) or any successor to it, responsible for implementing the UK Government's sports anti-doping policy, including carrying out in the United Kingdom, the functions ascribed to national anti-doping organisations in the National Anti-Doping Policy http://www.ukad.org.uk/resources/document/national-uk-anti-doping-policy and the World Anti-Doping Code;
"UK National Anti-Doping Policy"	means such national anti-doping policy as implemented by UKAD from time to time;
"UK Sport"	means the United Kingdom Sports Council, a body corporate established by Royal Charter (England/Wales) (number RC000765) and any successor to it;
"2017-21 Business Plan"	means the business plan submitted by the Award Recipient relating to this Award;
"Working Days"	means any day except a Saturday, Sunday or public holiday in England;
"Working Groups"	means any group established to discuss the option and requirement for joint procurement and frameworks on issues relevant to the sports sector;
"Working Hours"	means from 9am to 5pm on each Working Day;
"World Class Programme"	means systems and structures supported by investment from UK Sport, designed to secure Olympic and Paralympic success.

- 1.2 Any reference in this Agreement to a specific statute, law or code, shall be construed as a reference to that statute, law or code, as amended, re-enacted or extended and any regulations or orders made under such statute, law or code at the relevant time.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

- 1.5 The words “including” and “in particular” and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.
- 1.6 Any covenant by the Award Recipient not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.
- 1.7 Where the Agreement requires the “consent” or “approval” or “agreement” of a Party, or words to similar effect, that shall be taken to mean a consent or approval or agreement in writing signed by or on behalf of that Party. In all such cases, unless express provision is made to the contrary, the Party may not unreasonably withhold or delay such consent or approval or agreement. For the avoidance of doubt, the term ‘sole discretion’ when used in this Agreement shall not be considered “words to similar effect” for the purposes of this clause and where a Party is said to enjoy sole discretion to make a decision, that Party’s making of such a decision will be absolutely unfettered

2 The Award

- 2.1 Subject to and conditional upon the Award Recipient’s acceptance of and ongoing compliance with this Agreement, Sport England shall release the Award to the Award Recipient in accordance with the schedule set out in the Award Agreement. Under no circumstances will Sport England be obliged to increase the amount of the Award.
- 2.2 The purpose of the Award (the **“Purpose”**) is to enable the Award Recipient to deliver the Measures and Targets in accordance with the Award Agreement. The Award shall be used for the exclusive benefit of sport and physical recreation in England and individuals and/or teams from England. The Award Recipient will use its best endeavours to implement and deliver the Plan and achieve the Purpose. The Award Recipient will use the Award exclusively for the Purpose and agree that they will hold any unused part of the Award on trust for Sport England at all times, and agrees that it will repay any Award (including any unused Award) to Sport England immediately upon demand if any of the events listed in clause 20.5 occur.
- 2.3 Sport England provides the Award to the Award Recipient solely to assist the Award Recipient in achieving the Purpose. If the Purpose should fail materially because of an Event of Force Majeure, then the provisions of clause 31, below, shall apply. If the Purpose should fail materially because of a material breach of this Agreement by the Award Recipient, then the provisions of clause 20.3.3, below, shall apply. If the Purpose should fail materially for any other reason, any part of the Award previously advanced by Sport England to the Award Recipient (other than Committed Funds) shall be repayable to Sport England on demand and the Agreement shall terminate at that point.
- 2.4 The Award Recipient agrees that the Award shall be applied towards the efficient financing of the costs of the Purpose and for no other purpose whatsoever. Where

any part of the Award is diverted to any other purpose (other than with the prior consent of Sport England, which may be given or withheld in its absolute discretion), the Award Recipient shall repay an amount equal to that part of the Award to Sport England on demand, and Sport England may also elect to terminate the Agreement at that point.

- 2.5 The Award Recipient will allocate funding from the Award as set out in the Award Agreement. The Award Recipient may use part of the Award to fund activities of a third party (including but not limited to any parent, affiliate or subsidiary undertaking) as a means of achieving the Purpose. The Award Recipient shall ensure that such funding is applied only towards the achievement of the Purpose, and that the third party is required to repay any such funding that is not used to achieve the Purpose. The Award Recipient shall also ensure that it receives and retains as part of its books and records relating to the Award, full documentation evidencing the use made by the third party of Award funding paid to it by the Award Recipient. The Award Recipient shall remain accountable at all times for the proper management and expenditure of all parts of the Award. The Award Recipient shall ensure that an appropriate written agreement consistent with the Award Agreement and these Standard Terms and Conditions is put in place with the third party. Sport England (and its authorised representatives) shall be named as a beneficiary of such an agreement, in a manner contemplated by the Contracts (Rights of Third Parties) Act 1999.
- 2.6 The Award Recipient shall, on request from Sport England repay to Sport England any part of the Award (other than Committed Funds) incorrectly paid to the Award Recipient as a result of an administrative error, including (without limitation) where either an incorrect amount of the Award has been released or where all or part of the Award has been released in error before all applicable terms and conditions of the Agreement have been complied with by the Award Recipient. This obligation survives termination of the Agreement.
- 2.7 For the avoidance of doubt, clause 2.6 does not apply to any monies incorrectly paid to the Award Recipient in excess of the total Award amount. Any such excess monies shall be repaid by the Award Recipient to Sport England immediately that such error comes to the Award Recipient's attention regardless of whether such excess monies are Committed Funds. This obligation survives termination of the Agreement.
- 2.8 The Award Recipient agrees to spend any part of the Award referred to as Exchequer Funding before the end of the Financial Year in respect of which Sport England provides such Exchequer Funding. For the avoidance of doubt, the Award Recipient's breach of or non-compliance with this clause 2.8 shall be deemed a material breach of this Agreement for the purposes of clause 20.3.3 such breach or non-compliance results in a failure to achieve the Purpose under clause 2.2. For the purposes of this clause 2.8 sums will be deemed to have been spent only in respect of:

- 2.8.1 any construction work which has been carried out during the relevant Financial Year and evidenced by an appropriately qualified person's (the "**Suitably Qualified Person**") valuations to that effect; and/or
 - 2.8.2 goods, materials or services which have been received during the relevant Financial Year.
- 2.9 If the Award Recipient does not spend any part of the Award referred to as Lottery Funding by the end of the Financial Year within which Sport England provides such Lottery Funding then Sport England shall, at its own discretion:
- 2.9.1 exercise its rights under clause 20.5.5, subject to clause 20.2; or
 - 2.9.2 allow the Award Recipient to carry forward the unused amount (or a proportion of it) to the next year of this Agreement, and reduce the Award monies in that next year by an equivalent amount and for the Award to be reduced by that amount and subject to any changes Sport England might consider to be appropriate to reflect the change in Award payments; or
 - 2.9.3 allow the Award Recipient to carry forward the unused amount to the next year of this Agreement, without any amendment to the amount of the Award remaining outstanding,

For the purposes of this clause 2.9 sums will be deemed to be spent only in respect of goods, materials or services which have been received within the Financial Year.

Provided always that if the Award Recipient has been awarded Lottery Funding which has not been spent by the end of the Term, all requirements and obligations in relation to such Lottery Funding shall survive expiry or prior termination of this Agreement.

- 2.10 Without limiting the provisions of clause 2.9, if the Review Report shows that the Award Recipient has a material unused amount of Award then Sport England shall be entitled at its sole discretion to suspend all or part of any future payments of the Award.

3 Partnership Funding

The Award Recipient will procure Partnership Funding and/or contributions in kind from other sources in each year during the Term as specified in the Award Agreement.

4 The Term

- 4.1 The term of this Agreement (the "**Term**") shall be from the Commencement Date until the date as set out in the Award Agreement, unless the Agreement is brought to an end at any earlier date in accordance with its terms.

4.2 Termination of the Agreement, through expiration of the Term or otherwise, shall operate without prejudice to:

4.2.1 any rights or remedies which may have accrued to either Party prior to such termination; and

4.2.2 any parts of the Agreement that are expressly stated to survive termination of the Agreement.

5 **Communication**

5.1 Open Dialogue

The Award Recipient and Sport England will each use their respective best efforts to maintain open lines of communication with each other in relation to all matters arising under the Agreement.

5.2 Appointment of Officers

5.2.1 Accountable Officer

The Award Recipient will appoint its most appropriate senior executive officer as its Accountable Officer (the “**Accountable Officer**”), who will be held accountable for the Award Recipient’s management and use of the Award and to demonstrate to Sport England how the Award Recipient has applied the Award in order to achieve the Purpose. The Award Recipient will inform Sport England in writing of any changes in the Accountable Officer within fourteen days of such change.

5.2.2 Liaison Officer

The Award Recipient will appoint a Liaison Officer (the “**Liaison Officer**”) who will be in regular communication with Sport England in accordance with clause 5.3 below. The Award Recipient will promptly inform Sport England of any change to the identity of the Liaison Officer.

5.2.3 Sport England Contact

Sport England will appoint a Sport England Contact who will be the first point of contact at Sport England for the Award Recipient and Sport England will promptly inform the Award Recipient of any change to the identity of the Sport England Contact.

5.3 Regular Communication

The Liaison Officer will communicate with Sport England regularly in accordance with the Award Agreement on all matters relating to the Purpose, including delivery of the Measures and Targets.

5.4 Meetings and Contact

5.4.1 The Liaison Officer and the Sport England Contact will have regular contact to discuss the Award Recipient's progress and any ways that Sport England can support the Award Recipient to achieve the Measures and Targets. They will also meet regularly on a formal basis, when the Award Recipient will provide details of its spend of the Award to date in a format agreed with the Sport England Contact.

5.4.2 The Liaison Officer and the Accountable Officer will meet with Sport England at Sport England's reasonable request. The Sport England Contact will meet with the Liaison Officer at the Liaison Officer's reasonable request and the Chief Executive of Sport England will meet with the Accountable Officer at the Award Recipient's reasonable request.

6 Acknowledgement of Award

6.1 The Award Recipient shall acknowledge the funding provided under this Award Agreement in its Audited Accounts and, where related to the funding provided under this Agreement, in media interviews, press releases, on social media (including but not limited to Twitter and Facebook), at events or competitions and in publications including promotional material, and on-line publications. The guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Award Recipient's sport.

6.2 As and where appropriate, the Award Recipient must feature the Sport England logo on all major publications and marketing materials including the Award Recipient's websites. If Lottery Funding is used to partly or totally produce any such publications or marketing materials then the Sport England/National Lottery logo must be used instead of the Sport England logo. Guidance on the use of these logos can be found at <http://www.sportengland.org/socialmedia/>

6.3 Sport England warrants that Sport England or the National Lottery Commission (as applicable) has all rights and authorities required to license the Award Recipient's use or display of the logos as described in clause 6.2 above.

6.4 The Award Recipient must display appropriate Sport England signage in a prominent position on any building or other facility which is constructed or upgraded with the Award. During any construction work the Award Recipient (or the third party if applicable) should display temporary signage. Such temporary signage must be replaced by permanent signs after completion as follows: for buildings – one inside, one outside, for other facilities (for example lighting and pitch upgrades) – in a

prominent position adjacent to the facility. Permanent signage must be installed before the official opening.

- 6.5 As and where appropriate, the Award Recipient must use social media to acknowledge the investment by Sport England and/or the National Lottery using the appropriate handle. Guidance on the use of social media can be found at <http://www.sportengland.org/socialmedia/>
- 6.6 Sport England may use the Award Recipient's name and logo(s) either (i) in the manner agreed in the Award Agreement; or (ii) in the manner to be agreed following negotiations in good faith between the parties, to promote Sport England's investment, by means of the Award, in the Award Recipient's sport. Where the manner of such promotion is left to be agreed following negotiations, the guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Award Recipient's sport.
- 6.7 Where agreement is reached on Sport England's use or display of the Award Recipient's logo(s) in connection with Sport England's promotion of its investment, by means of the Award, in the Award Recipient's sport, such logo(s) shall be used in a form and colour and to a design standard agreed in advance by the Award Recipient and shall be displayed in accordance with all relevant rules, regulations, terms and conditions and guidelines specified by the Award Recipient. The Award Recipient warrants that, where agreement is reached on Sport England's use or display of the Award Recipient's logo(s), the Award Recipient has all rights and authorities required to license such use or display.
- 6.8 Nothing in this Agreement shall be construed as a transfer of any intellectual property rights held by Sport England, the National Lottery Commission or the Award Recipient.
- 6.9 Where the Award Recipient has produced or commissioned any press release or other published material that includes the Logo, the Sport England name or any editorial that refers to Sport England, the Purpose or the Award, the Award Recipient will (i) promptly supply to Sport England free of charge at least one copy of any such press release; and (ii) upon Sport England's request promptly supply to Sport England free of charge at least one copy of any other such published material.
- 6.10 Where Sport England has produced or commissioned any press release or other published material that includes the Award Recipient's name or logo or any editorial that refers to the Award Recipient, the Purpose or the Award, Sport England will (i) promptly supply to the Award Recipient free of charge at least one copy of any such press release; and (ii) upon the Award Recipient's request promptly supply to the Award Recipient free of charge at least one copy of any other such published material.
- 6.11 Without limiting the generality of clauses 6.9 and 6.10, where the Award Recipient or Sport England propose to make a press release or engage in any media interviews

concerning any funding decision made by Sport England which affects the Award Recipient, or in relation to any disputes between the Award Recipient and Sport England, then it shall contact the other party and both parties shall negotiate in good faith and make all reasonable attempts to agree a joint press release and/or an agreed form of words to be used in any media interviews.

- 6.12 The Award Recipient will keep Sport England informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Award, will use its best endeavours to include in any such sponsorship agreement(s) entered into after the date of this Agreement a clause prohibiting the sponsor ambushing Sport England's grant of the Award by taking credit due to Sport England and/or the National Lottery for that funding, and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor. For the avoidance of doubt, this clause shall not prevent the sponsor taking full credit for its own funding.

7 Reviews and Review Reports

- 7.1 Sport England will engage regularly with Award Recipient to review progress against the Measures and Targets and the delivery of the Plan and Programmes ("**Review**").
- 7.2 The specific detail of Sport England's engagement with the Award Recipient will be agreed, but as a minimum must include:
- 7.2.1 regular reports on the Award Recipients Programmes, progress against the Measures and Targets in the Award Agreement and the Award Recipient's expenditure of Award funds ("**Review Report**");
 - 7.2.2 Where applicable, Sport England will provide the Award Recipient with the results of Active Lives for its Measures and Targets; and
 - 7.2.3 The Award recipient will give Sport England any information it requires to enable Sport England to determine whether the Award Recipient has achieved the Measures and Targets.

8 Monitoring, evaluation and reporting

- 8.1 Throughout the Term and for a reasonable period thereafter (which shall be no longer than 12 months thereafter, unless otherwise agreed), the Award Recipient will collect such data as will enable it to monitor and report on the progress it has made towards achieving the Measures and Targets and to evidence its compliance with the Award Agreement. The Award Recipient will report such data to Sport England as agreed in the Award Agreement or as Sport England shall reasonably require at such intervals and in such format as Sport England may reasonably require from time to time. This clause 8.1 shall survive expiry or termination of the Agreement.
- 8.2 The Award Recipient will regularly monitor and evaluate its progress towards achieving the Measures and Targets and its compliance with the requirements of the

Award Agreement. The Award Recipient will report on such evaluation through regular engagement with Sport England arranged in accordance with clause 5, above, and any Review Report submitted in accordance with clause 7.2.1 above. The Award recipient will promptly report to Sport England any failure to achieve one or more of its Measures and Targets or where the Award Recipient reasonably believes that it is likely that any of the Measures and Targets will not be achieved.

- 8.3 Where reasonably requested by Sport England, reports and other documents submitted to Sport England by the Award Recipient will be signed by the Accountable Officer, the chairman of the board of the Award Recipient and/or the president of the Award Recipient. Any person signing on behalf of the Award Recipient will by their signature confirm that to the best of their information, knowledge and belief the contents of any reports and documents are accurate and not misleading and that there is no relevant material matter omitted from regular reports or other documents. Sport England shall give the Award Recipient reasonable notice of the date for submission of the Review Reports or other documents.
- 8.4 Without prejudice to any of the terms and conditions of the Award Agreement, the Award Recipient will comply with any reasonable request which may be made from time to time by Sport England or DCMS for the Award Recipient to co-operate with any monitoring and evaluation process and / or to carry out any monitoring and evaluation in respect of any or all of the Award Recipient's activities. Sport England shall bear the whole or part of the reasonable costs of compliance with any such request, provided that the costs and the allocation of costs have been agreed between the Parties in advance in writing. This clause is limited to any new request for additional information and is not applicable to the monitoring, evaluating and reporting requirements as set out above in clauses 8.1 to 8.3 (inclusive) or elsewhere within the Agreement.
- 8.5 The Award Recipient will cooperate with, and render such assistance as Sport England may reasonably require whenever Sport England wishes to conduct surveys of Organisational Contacts. Without limitation, this will include providing Sport England surveys to such Organisational Contacts, on behalf of Sport England, and complying with any reasonable requests from Sport England in relation to the conduct of such surveys, the related communications with Organisational Contacts and the collation and provision of 'anonymised' survey data to Sport England.
- 8.6 The Award Recipient will cooperate and collaborate with Sport England, the Open Data Institute and other sports bodies in the development, adoption and maintenance of data standards for the collection of sports data. As and when reasonably required by Sport England, the Award Recipient will provide Sport England with data including but not limited to Club Data, which can be used to support any Sport England and sector wide projects (such as the Sport England Data Hub) which are designed to help members of the public search for, book and play sports, and among other things, help Sport England and Award Recipients obtain a greater insight into the patterns of consumption of various sporting offers. For the avoidance of doubt, the Award Recipient is not obliged to provide any data where

doing so would result in the Award Recipient breaching the Data Protection Act 1998. The Award Recipient will work with Sport England to agree a protocol on the sharing of Membership Data to help produce insight into consumer preferences.

9 Accounting

- 9.1 Throughout the Term and for a reasonable period thereafter, the Award Recipient will:
- 9.1.1 maintain and keep (and procure that any parent, affiliate or subsidiary undertaking in receipt of any part of the Award maintains and keeps) full and proper accounts and financial records detailing all sources of income and all of its expenditure related to each part of the Award and the Purpose, for such period as required by law or for two (2) years after the end of the Term, whichever is the longer period);
 - 9.1.2 show the Award in its annual Audited Accounts;
 - 9.1.3 by 1 July in any Financial Year, provide to Sport England the Management Accounts relating to the previous Financial Year;
 - 9.1.4 within the statutory time limit for filing the same or as soon as they are publicly available (whichever is the earlier), submit to Sport England the Award Recipient's final Audited Accounts.; and
 - 9.1.5 in the event of any suspected mishandling of funds and/or fraud, the Award Recipient will immediately afford Sport England or its authorised representatives access to the accounts and records described in clause 9.1.1
- 9.2 The Award Recipient will notify Sport England promptly if there is a material adverse change to the Award Recipient's financial circumstances that may affect the Award Recipient's ability to achieve the Purpose, including (without limitation) any of the following events happening:
- 9.2.1 the Award Recipient suspending, or threatening to suspend, payment of its debts, or being unable to pay its debts as they fall due or admitting inability to pay its debts, or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 9.2.2 the Award Recipient commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Award Recipient with one or more other companies or the solvent reconstruction of the Award Recipient;

- 9.2.3 a petition being filed, a notice being given, a resolution being passed, or an order being made, for or in connection with the winding up of the Award Recipient other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Award Recipient;
- 9.2.4 an application being made to court, or an order being made, for the appointment of an administrator, or notice of intention to appoint an administrator being given or an administrator being appointed, over the Award Recipient;
- 9.2.5 the holder of a qualifying floating charge over the assets of the Award Recipient becoming entitled to appoint or has appointed an administrative receiver;
- 9.2.6 a person becoming entitled to appoint a receiver over the assets of the Award Recipient or a receiver being appointed over the assets of the Award Recipient;
or
- 9.2.7 a creditor or encumbrancer of the Award Recipient attaching or taking possession of, or a distress, execution, sequestration or other such process being levied or enforced on or sued against, the whole or any part of the Award Recipient's assets.

10 A Code for Sport Governance and Assurance Statement

- 10.1 The Award Recipient shall comply with Sport England's ***A Code for Sports Governance***, Sport England's and UK Sport's key criteria for effective governance as set out in Sport England's strategy which can be found on Sport England's website. The Award Recipient must progress and achieve the requirements of its Governance Action Plan agreed with Sport England. For the avoidance of any doubt, if the Award Recipient fails to achieve the requirements of its Governance Action Plan, it will be deemed to be in material breach of this Agreement.
- 10.2 In each year of the Agreement or on such other dates as Sport England may reasonably require, the Award Recipient will submit to Sport England an annual governance statement confirming that the Award Recipient's internal controls, procedures, policies and business systems are adequate and fully effective to enable the Award Recipient to manage public funds properly (the "**Annual Governance Statement**").
- 10.3 The Award Recipient will submit the Annual Governance Statement to Sport England in a format that Sport England will communicate to the Award Recipient. The Annual Governance Statement must be signed by the Accountable Officer and such other officer as may be required under the instructions to the assurance statement process.

11 Audit

- 11.1 At least once during the Term (and more frequently if Sport England considers necessary) the Award Recipient will be subject to an in-depth review of its governance, finance and control framework and practices in a format to be advised by Sport England which may include an on-site review. This will be conducted by Sport England's agents and at a time mutually agreed between the parties, such time not to be more than four (4) weeks following a request by Sport England.
- 11.2 In the event that concerns arise in relation to the Award Recipient's governance, finance and control framework (including how the framework has been or is operating or may operate in the future), then Sport England reserves the right at its sole discretion to commission a tailored assurance review or a special investigation.

12 Access to the Award Recipient's books and records

- 12.1 During the Term and for one year following the end of the Term, Sport England and its authorised representative(s), nominee(s) or external auditors (including, without limitation, the Comptroller and Auditor General and the National Audit Office and the Parliamentary Health and Service Ombudsman) shall be permitted access upon not less than seven (7) days' written notice to the offices of the Award Recipient and to the offices of any of its parent, subsidiary and affiliated undertakings that have received any part of the Award, for the purpose of inspecting the books and records of the Award Recipient (and of any such parent/subsidiary undertaking) that relate to the use of the Award and delivery of the Measures and Targets, including (without limitation) the accounts and financial records referred to at clause 9, above, and take copies of the same.
- 12.2 In the event that Sport England has a reasonable concern that the Award Recipient has stolen or misappropriated funds or assets, committed fraud or engaged in any other inappropriate conduct affecting its obligations under this Award, then the time limits set out in Clause 12.1 shall not apply.

13 Conflict of interest

- 13.1 The Award Recipient will at all times maintain and operate a conflict of interest policy that is appropriate for an organisation that is receiving, using and dispensing public funds, such policy to include (without limitation) provisions ensuring that in reaching decisions, the members of the relevant decision-making committee or body of the Award Recipient are not placed in a position where their personal interests might differ from those of the Award Recipient. The Award Recipient will provide a copy of that policy to Sport England upon demand.
- 13.2 Upon request, Sport England will make its Risk, Assurance and Corporate Governance team available as reasonably practicable to assist the Award Recipient in complying with clause 13.1, above.

14 Restrictions in relation to Assets

14.1 All assets shall be subject to the provisions set out in this clause 14, which shall remain in effect and apply for the Asset Liability Period. This clause 14 shall survive expiry or prior termination of the Agreement.

14.2 With the exception of Assets worth up to £1,000, the Award Recipient must obtain Sport England's prior approval (not to be unreasonably withheld or delayed) for:

14.2.1 any transfer, sale or other disposal of an asset or any interest in an Asset;

14.2.2 the grant of any charge, mortgage or other form of security or encumbrance over any Asset or any interest in an Asset; and/or

14.2.3 any material change of use of the Asset from the use originally intended for the Asset, as set out in the Plan or otherwise agreed between the Parties.

14.3 Transfer at Full Market Value

In the event that the Award Recipient obtains Sport England's consent to the transfer, sale or other disposal of an Asset or any interest in an Asset, (i) the Award Recipient must ensure that such transfer, sale or other disposal is made on arm's length terms at full market value, as determined and evidenced by an independent professional valuation; and (ii) the Award Recipient must pay to Sport England the whole or an appropriate proportion of the original Sport England funding used in relation to the Asset, such amount to be increased in line with inflation as determined by the Retail Price Index or (if lower) by the value of the Asset at the time of transfer.

14.4 Change of Use

In the event that the Award Recipient obtains the consent of Sport England to a material change of use of the Asset from the use originally intended for such Asset (as set out in the Plan or otherwise agreed by the Parties), the Award Recipient must repay to Sport England the whole or an appropriate proportion, as determined by Sport England in its sole discretion, of the original Sport England funding used in relation to the Asset, increased in line with inflation as determined by the Retail Price Index or (if lower) by the value of the Asset at the time of the change of use.

14.5 Security

Where the amount of the Award used to fund or enhance an Asset owned or controlled by the Award Recipient exceeds £150,000 (this figure will be reviewed by Sport England on an annual basis and any proposed amendment(s) will be subject to agreement by the Award Recipient), the Award Recipient must grant to Sport England a legal charge over the Asset to be registered at Companies House and the Land Registry for the Asset Liability Period in respect of the Asset.

15 Anti-Doping

15.1 The Parties acknowledge that:

15.1.1 the Award Recipient's eligibility for receipt of any public funding or publicly-funded benefits from Sport England (including but not limited to the Award) is strictly subject to and conditional upon the Award Recipient's acceptance of and ongoing compliance with the UK National Anti-Doping Policy (as amended from time to time); and

15.1.2 the Award Recipient's acceptance of and ongoing compliance with that UK National Anti-Doping Policy shall remain a condition of the Award Recipient's continuing eligibility for and right to receive public funding (including, without limitation, the Award) and publicly-funded benefits from Sport England throughout the Term of this Agreement.

15.2 Nothing in this Agreement is intended to or shall be construed or applied in such a way as to prejudice the applicability or enforceability of the UK National Anti-Doping Policy as against the Award Recipient. To the contrary, this Agreement shall be interpreted and applied so as to give full force and effect to the UK National Anti-Doping Policy, and to the extent that breach or non-compliance with the UK National Anti-Doping Policy is stated to give rise to rights and/or remedies on the part of Sport England, those rights and remedies shall be deemed incorporated into this Agreement as if set out in full herein so as to give them full force and effect. Without prejudice to the foregoing, the Award Recipient's material breach of or non-compliance with any part of the UK National Anti-Doping Policy shall be deemed a material breach of this Agreement for the purposes of clauses 20.3.3 and/ or 20.5.9 and shall trigger the powers, rights and remedies set out therein.

15.3 UKAD shall monitor the Award Recipient's compliance with the UK National Anti-Doping Policy. Where UKAD considers that Award Recipient is in breach of or in non-compliance with the UK National Anti-Doping Policy, Sport England and the Award Recipient agree that determination of the Award Recipient's breach of or non-compliance with the UK National Anti-Doping Policy shall be determined solely in accordance with the process set out under Appendix Two of the UK National Anti-Doping Policy. Sport England and the Award Recipient further agree that no other determination of breach or non-compliance shall be either effective or any consequences may be applied by Sport England for breach of or non-compliance with the UK National Anti-Doping Policy for the purposes of clauses 20.3.3 or 20.5.9, unless determined in accordance with the process set out in Appendix Two of the UK National Anti-Doping Policy.

16 Safeguarding of Children, and Adults at Risk

16.1 The Award Recipient shall make sure that it has in place appropriate policies and procedures which are aimed at ensuring the safeguarding of Children and Adults at

Risk. The Award Recipient's separate policies and procedures relating to the safeguarding of Children and Adults at Risk shall be implemented and published within 30 days of the Commencement Date.

- 16.2 Where the Award Recipient's activities involve Children, the Award Recipient will fully comply with and maintain and embed the standards for safeguarding and protecting children in sport set out in the policy document *Standards for Safeguarding and Protecting Children in Sport* ('the Standards') issued by the National Society for the Prevention of Cruelty to Children's ('NSPCC') Child Protection in Sport Unit (as replaced, amended or updated from time to time) in accordance with an implementation plan specified by the NSPCC's Child Protection in Sport Unit after consultation with the Award Recipient. Where the Award Recipient has not achieved the advanced level of the Standards by the Commencement Date, it will be required to do so during the Term of this Award Agreement.
- 16.3 Subject to clause 16.4, Sport England shall not act on any alleged non-compliance with or failure by the Award Recipient to maintain the Standards unless and until all of the appeal and/or review rights afforded by the NSPCC's Child Protection in Sport Unit in relation thereto have been exhausted.
- 16.4 Notwithstanding clause 16.3, Sport England shall be entitled to act in respect of the non-compliance or failure by the Award Recipient to maintain the Standards where there are a number of appeals or reviews by the NSPCC Child Protection in Sport Unit pending, which in the reasonable opinion of Sport England, indicate prima facie evidence of continued systemic non-compliance by the Award Recipient of the Standards.

17 Equality and Inclusion

17.1 The Award Recipient will:

- 17.1.1 include an equality/inclusion statement in its constitution, by-laws or official handbook and will ensure that all its activities are made available to all sections of the community;
- 17.1.2 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;
- 17.1.3 comply with the Equality Act 2010 (as amended from time to time) at all times;
- 17.1.4 implement and adhere to ***The Equality Standard: a framework for sport*** published by the HCSCs (as amended, updated or replaced from time to time) in accordance with an implementation plan which assures progress through the standard specified by Sport England after consultation with the Award Recipient; and

- 17.1.5 prepare and publish on its website information about its work to foster all aspects of diversity within its leadership and decision-making including an annual update on progress against actions in relation to the diversity requirements within ***A Code for Sports Governance***.
- 17.2 Sport England shall not act on any alleged non-implementation or failure by the Award Recipient to adhere to the standards referred to in clause 17.1 unless and until all of the appeal and/or review rights afforded by the HCSC's nominated group in relation thereto have been exhausted.

18 Statutory compliance

- 18.1 The Award Recipient and Sport England will comply with all statutory requirements and other laws and regulations relating to their respective operations, including (without limitation) all relevant health, safety, data protection, public procurement and employment laws and regulations; and the Award Recipient will further comply with such guidelines and/or codes of practice as are specified by Sport England and/or in the Award Agreement.
- 18.2 Clause 18.3 will only apply in relation to a contract for the purchase of goods, services or for building works ('**Procurement**'), where the Procurement is over £5,000 and:
- 18.2.1 any part of the Award has been allocated by Sport England as Core Funding and/or
- 18.2.2 the Award Recipient directly uses any part of the Award to make or fund the Procurement.
- 18.3 Without prejudice to the generality of clause 18.1, whenever the Award Recipient makes a Procurement it shall ensure that it obtains a reasonable number of bids, and conducts a robust evaluation of those bids to ensure that it obtains best value for money, except where it reasonably concludes, and can demonstrate, that best value for money could be obtained through targeting a sole supplier without undertaking prior market testing.
- 18.4 The Award Recipient shall comply with all applicable requirements of the Public Contracts Regulations 2015 ('the Regulations'), where:
- 18.4.1 it falls within the definition of a "contracting authority" as defined in the Regulations; and/or
- 18.4.2 where it enters into any contract to which regulation 13 of the Regulations applies and more than half of the consideration payable under such contract has been funded by Sport England in connection with this Agreement.

- 18.5 The Award Recipient will co-operate through Sport England facilitated Working Groups in the establishment, ongoing management and renewal of framework agreements in order to ensure that value for money is achieved through economies of scale.
- 18.6 Where the Award Recipient fails to comply with this clause 18 in relation to any contract, the Award Recipient may not use any Award monies to make payments under such contract and shall repay to Sport England upon demand an amount equivalent to any Award funding used to make payments under such contract. This clause shall, however, not apply insofar as the Award Recipient has complied with clause 18.5.

19 Failing to achieve Measures and Targets

For the avoidance of any doubt, if the Award Recipient has failed to achieve any one of its Measures and Targets in any year or any Material Terms, it will be deemed to be in material breach of this Agreement.

20 Suspension, termination and repayment of Award

- 20.1 Without limitation to any other right of Sport England set out in this Agreement, Sport England may, at its election, unilaterally suspend payments due under this Agreement, or reduce the amount of the Award payable under the Agreement, or terminate the Agreement, without liability to the Award Recipient or Sport England, in the event (or where it reasonably anticipates) that in any Financial Year during the Term;
- 20.1.1 the National Lottery Commission ceases (or shall cease) to operate;
- 20.1.2 Sport England loses (or shall lose) its licence to distribute Lottery Funding; and/or
- 20.1.3 there is (or will be) a reduction in Lottery Funding and/or Exchequer Funding available to Sport England that results in the need to alter the funding of the Award.
- 20.2 Sport England shall be entitled to exercise its rights under clause 20.1 at its sole discretion, subject to:
- 20.2.1 Sport England only exercising such rights reasonably and in good faith;
- 20.2.2 Sport England giving the Award Recipient not less than six (6) months' notice in writing or any such shorter notice period that Sport England may be subject to by DCMS and/or the Treasury, of such suspension, reduction or termination; and

20.2.3 Sport England withdrawing or varying such of the Measures and Targets as may be materially affected by any reduction in the Award.

20.3 Without prejudice to Sport England's other rights and remedies (including, without limitation, its repayment rights set out in clause 20.5), Sport England shall have the right at any time to suspend, reduce or stop any future payments of the Award, and/or to terminate this Agreement with immediate effect, if any of the following events occurs:

20.3.1 Legal requirement:

Sport England is required to do so by law (including, without limitation, pursuant to Financial Directions issued by the Secretary of State in accordance with the National Lottery etc Act 1993);

20.3.2 Failure to fulfil the Purpose:

The Purpose is not fulfilled, or seems unlikely in Sport England's reasonable opinion to be fulfilled, provided always that:

- (i) Sport England gives at least three (3) month's written notice to the Award Recipient under this head, and
- (ii) where the position is capable of remedy, the Award Recipient has failed to remedy the position within 30 days of the date of the notice (or such longer period as may be considered by Sport England as reasonable in the circumstances) and thereafter, Sport England gives at least three (3) month's written notice.

20.3.3 Material breach:

The Award Recipient has (i) committed a material breach of any term of this Agreement which is not capable of remedy; or (ii) has committed a material breach or of any term of this Agreement which has not been remedied following a notification from Sport England identifying the breach and requiring the Award Recipient to remedy it within 30 days (or such longer period as may be considered by Sport England as reasonable in the circumstances).

For the avoidance of doubt, a material breach will include those breaches considered to be material breaches at common law, in addition to any breaches which are explicitly deemed material in this Agreement. This, without limitation, includes any persistent breach of what would otherwise be a non material term, that has become a material breach through persistent non-compliance.

20.3.4 Bankruptcy, administration, liquidation, etc:

Any of the following events happening in relation to the Award Recipient:

- (i) the Award Recipient suspending, or threatening to suspend, payment of its debts, or being unable to pay its debts as they fall due or admitting inability to pay its debts, or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (ii) the Award Recipient commencing negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Award Recipient with one or more other companies or the solvent reconstruction of the Award Recipient;
- (iii) a petition being filed, a notice being given, a resolution being passed, or an order being made, for or in connection with the winding up of the Award Recipient other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Award Recipient;
- (iv) an application being made to court, or an order being made, for the appointment of an administrator, or notice of intention to appoint an administrator being given or an administrator being appointed, over the Award Recipient;
- (v) the holder of a qualifying floating charge over the assets the Award Recipient becoming entitled to appoint or has appointed an administrative receiver;
- (vi) a person becomes entitled to appoint a receiver over the assets of the Award Recipient or a receiver being appointed over the assets of the Award Recipient;
- (vii) a creditor or encumbrancer of the Award Recipient attaching or taking possession of, or a distress, execution, sequestration or other such process being levied or enforced on or sued against, the whole or any part of the Award Recipient's assets.

20.3.5 Change in ownership or control, etc:

There is any change in ownership or control of the Award Recipient or any material change in its membership, organisation, constitution or activities, either of which Sport England at its sole discretion believes materially impacts on its ability to achieve the Purpose; or

20.3.6 Fraudulent or materially misleading assurances and representations:

Any of the assurances given or the representations contained within the application for the Award, or any other documents submitted by the Award Recipient to Sport England in relation to the Award (a) were fraudulent or (b) the Award Recipient knew or should have known they were materially misleading at the time given; or

Any information provided, or assurances or representations, made orally or in writing after the Award Agreement has been signed is false or the Award Recipient knew or should have known that the information, assurances or representations were materially misleading at the time given or made.

20.4 Without prejudice to Sport England's other rights and remedies (including, without limitation, its repayment rights set out in clause 20.5), Sport England shall have the right at any time, and pending further investigations (including any outstanding proceedings of Sport Resolutions) to immediately suspend payments where:

- (i) it has received information or otherwise has knowledge which causes it to reasonably suspect that the Agreement has been materially breached; or
- (ii) the Award Recipient receives a 'Red' rating as determined through the self-assurance or on-site audit processes.

20.5 Without prejudice to Sport England's other rights and remedies (including without limitation its rights under clauses 20.3 and 20.4), Sport England may, as set out in the relevant provisions of the Agreement referenced below, require the Award Recipient to repay the Award (or only part thereof, where so specified) only in the following circumstances:

20.5.1 pursuant to clause 2.3, in the case of material failure of the Purpose (not caused by an Event of Force Majeure) or in the case of the Award Recipient's material breach of this Agreement (repayment to be of any portions of the Award previously paid by Sport England to the Award Recipient other than Committed Funds);

20.5.2 pursuant to clause 2.4, in the case of diversion of any part of the Award to a purpose other than the Purpose without the consent of Sport England (repayment to be of diverted funds only, save that if Sport England also elects to terminate the Agreement on this ground then repayment is required of any portions of the Award previously paid by Sport England to the Award Recipient other than Committed Funds);

20.5.3 pursuant to clause 2.6, in the case of incorrect payment to the Award Recipient of part of the Award (repayment only of incorrectly paid funds that are not Committed Funds);

- 20.5.4 pursuant to clause 2.7, in the case of incorrect payment to the Award Recipient of amounts in excess of the total Award amount (repayment of the amount incorrectly paid only);
 - 20.5.5 pursuant to clause 2.9, in the case of uncommitted and unspent funds (repayment of the amount of uncommitted and unspent funds only);
 - 20.5.6 pursuant to clause 14, upon transfer, sale or other disposal of an Asset or any interest in an Asset, the grant of any encumbrance over an Asset or any interest in an Asset, or the material change in use of an Asset (repayment of all or an appropriate amount of the Award, as set out in the relevant sub-clause of clause 11);
 - 20.5.7 pursuant to clause 18.4, where Award monies are used to make payments under a contract where the Award Recipient has not complied with one or more of clauses 18.1 – 18.3 (repayment of Award funding used to make payments under such contract);
 - 20.5.8 pursuant to clause 20.3.2 where the Purpose of the Award Agreement is not fulfilled, or seems unlikely in Sport England's reasonable opinion to be fulfilled (repayment of any portions of the Award previously paid by Sport England to the Award Recipient other than Committed Funds);
 - 20.5.9 pursuant to clause 20.3.3, where the Award Recipient has (i) committed a material breach of any term or condition of this Agreement which is not capable of remedy or (ii) committed a material breach of any term or condition of this Agreement which has not been remedied in accordance with clause 20.3.3 (repayment of whole or such part of the Award as is appropriate in the circumstances);
 - 20.5.10 pursuant to clauses 20.3.4, 20.3.5 or 20.3.6, where the circumstances specified in any of those clauses exist (repayment of the whole of the Award);
 - 20.5.11 pursuant to clause 26, if the Award Recipient terminates the Agreement because HM Revenue and Customs determines that any part of this Agreement creates a right or obligation which gives rise to the payment of VAT (repayment to Sport England of the whole or such part of the Award as is appropriate in the circumstances, excluding any Committed Funds); or
 - 20.5.12 pursuant to clause 31.3, in the case of an Event of Force Majeure that delays the performance of the Agreement for a continuous period of over three months, if either Party terminates the Agreement on that basis (repayment of any part of the Award previously paid by Sport England to the Award Recipient other than Committed Funds).
- 20.6 The Award Recipient must inform Sport England without unreasonable delay if the Award Recipient (i) becomes aware that it is in actual or anticipatory breach of any

part of the Agreement; or (ii) is aware of any circumstances that will materially impair the Award Recipient's ability to perform any part of the Agreement; or (iii) believes that any of the circumstances listed in clause 20.3, above, may occur or may have occurred. Where the Award Recipient so informs Sport England, with the exception of any actual breach by the Award Recipient pursuant to clause 20.3.6, the Parties shall seek in good faith to agree a mutually satisfactory resolution or plan to remedy the position. While such discussions are continuing, Sport England may elect not to exercise or enforce any rights or remedies in relation thereto; provided that such election shall not be deemed to be a waiver of such rights or remedies or otherwise operate to bar the exercise or enforcement of such rights or remedies at any time thereafter.

21 Representations, Warranties and Undertakings

21.1 The Award Recipient represents, warrants and undertakes that at the time of entering into the Agreement and throughout the term:

21.1.1 all financial and other information concerning the Award Recipient that has been or will during the Term be disclosed to Sport England in connection with the Award is to the best of the Award Recipient's knowledge and belief, true and fair;

21.1.2 the Award Recipient is not under any contractual or other restriction within its own or any other organisation's rules, regulations or otherwise which may prevent or materially impede the Award Recipient meeting its obligations in connection with this Agreement or the Award Recipient's achievement of the Purpose;

21.1.3 the Award Recipient is not aware of any matter, which it has not disclosed to Sport England, which might reasonably have influenced the decision of Sport England to grant the Award on the terms contained in the Agreement;

21.1.4 the Award Recipient will strive to govern its sport with integrity;

21.1.5 the Award Recipient will use the Award with due regard to regularity and propriety;

21.1.6 the Award Recipient is and will remain throughout the Term a fit and proper recipient of public funds;

21.1.7 the Award Recipient has established and will maintain throughout the Term appropriate management arrangements and financial procedures governing its use of the Award; and

21.1.8 the Award Recipient will use the Award economically, efficiently and effectively.

22 Exclusion of liability/indemnity

- 22.1 The Parties agree that the Award Recipient is responsible for the delivery of the Plan and that Sport England is merely granting an Award to assist in funding the Plan. Therefore, subject always to clause 22.2:
- 22.1.1 The Parties agree that legal liability to third parties arising out of or connected in any way with the delivery of the Plan rests with the Award Recipient and not with Sport England; and
- 22.1.2 Neither Sport England nor any of its directors, officers, employees, agents, representatives or sub-contractors will at any time be liable to the Award Recipient or any other person in relation to any matter arising in connection with the involvement and/or participation of the Award Recipient or any other person in the Plan or its delivery and/or any other matter related to the Award, including (without limitation) for any loss or damage arising directly or indirectly as a result of the compliance or non-compliance by the Award Recipient with the terms and conditions of this Agreement.
- 22.2 For the avoidance of doubt, the Parties acknowledge and agree that clause 22.1 does not affect any liability that Sport England might otherwise incur for its actions and omissions over and above the mere granting of the Award and delivery of the Plan.
- 22.3 For the avoidance of doubt, Sport England will not be responsible for any losses, costs, damages or any liability that may arise under any contracts of employment the Award Recipient enters into. In the event that Sport England is held liable for any loss, cost or damages arising from any such employment or the termination of such employment, then the Award Recipient will (subject to clause 22.4) indemnify Sport England in relation to all loss, costs and damages incurred.
- 22.4 The Award Recipient will indemnify and hold harmless Sport England, its directors, officers, employees, agents, representatives and sub-contractors (each, an **"Indemnified Party"**) with respect to any and all claims made against the Indemnified Party for injury, death, loss, cost or damage of any type arising out of or in connection with the grant of the Award or the implementation or delivery of the Plan and any activities carried out in connection with the Award or the Plan, except where such injury, death, loss, cost or damage has resulted from the negligent or otherwise wrongful acts or omissions of the Indemnified Party (including without limitation any breach of this Agreement by Sport England). Subject thereto, Sport England agrees to notify the Award Recipient of any such claim made against an Indemnified Party. The Award Recipient shall have conduct of any proceedings arising out of such claim (the **"Third Party Proceedings"**) at the Award Recipient's own cost, unless Sport England considers in its reasonable opinion, that the Award Recipient would not be competent or sufficiently resourced to have conduct of the Third Party Proceedings, or that it would otherwise be inappropriate (for example, but without limitation, due to strategic or reputational considerations) for the Award Recipient to have conduct

of the Third Party Proceedings. In the event that the Award Recipient has conduct of the Third Party Proceedings:

22.4.1 the Award Recipient shall keep Sport England fully and promptly informed of the Third Party Proceedings, shall consult Sport England on any matter which is or is likely to be material in relation to the Third Party Proceedings and shall take account of all reasonable requirements of Sport England in relation to the Third Party Proceedings;

22.4.2 the Award Recipient shall not make any settlement or compromise of the Third Party Proceedings, or agree to any matter in the conduct of the Third Party Proceedings which may affect the amount of the liability in connection with the Third Party Proceedings without the prior approval of Sport England, such approval not to be unreasonably withheld or delayed; and

22.4.3 where Sport England reasonably considers any aspect of the Third Party Proceedings to have an impact on Sport England's reputation or to be a matter of public policy, Sport England may direct the Award Recipient to take such steps as Sport England reasonably requires in relation to that aspect of the Third Party Proceedings..

22.5 Subject to clause 14, above, insofar as permitted by law and save in the event of any loss, damage or expense arising as a consequence of any fraud or fraudulent activity, the maximum aggregate liability of either Party for any reason whatsoever under this Agreement shall not exceed the amount of the Award.

23 Assignment

23.1 Sport England will be entitled, on prior written notice to the Award Recipient, to assign or transfer the benefit and the burden of the Agreement to any successor body of Sport England. The Award Recipient will not be entitled to assign or otherwise transfer the benefit or burden of this Agreement without the prior consent of Sport England.

24 No waiver

24.1 A Party shall not be deemed to have waived any rights, powers or remedies under, or any breach of, this Agreement unless that Party has signed an express written waiver to that effect. Any failure or delay of a Party in enforcing any of its rights, powers or remedies in relation to the Award or in respect of any breach by the other Party shall not constitute a waiver of those rights, powers or remedies.

24.2 No single or partial exercise of any right, power or remedy under this Agreement or otherwise shall prevent a Party from any further exercise of a right, power or remedy or the exercise of any other right, power or remedy.

25 No partnership or joint venture

- 25.1 Nothing in this Agreement shall constitute or be construed as constituting a partnership or joint venture between the Parties or shall authorise one Party to enter into contractual relationships or incur obligations on behalf of the other Party. Neither Party will hold itself out or represent itself as the partner or agent of the other or permit any third party to make such representations.

26 Tax

- 26.1 Nothing in this Agreement is intended to create a VAT taxable supply. The Parties shall cooperate in good faith in resisting any argument by HM Revenue and Customs that VAT is payable in respect of the Award. In the event, however, that HM Revenue and Customs determines that any part of this Agreement does create a right or obligation which gives rise to the payment of VAT, the Award Recipient (and not Sport England) shall be responsible for such VAT obligations. In such circumstances, the Award Recipient shall have the right to terminate the Agreement effective 30 days after receipt of notice of termination, upon repayment to Sport England of the whole or such part of the Award as is appropriate in the circumstances, excluding any Committed Funds.

27 Confidentiality and Freedom of Information

- 27.1 Subject to the following provisions of this clause 27 neither Party shall, without the other Party's prior written consent, use or disclose any confidential information relating to the other Party which it learns as a consequence of entering into or performing this Agreement or drafting and delivering the Plan.
- 27.2 The above limitations on use and disclosure shall not apply to information disclosed by either Party pursuant to the requirements of a governmental authority or judicial order or legal requirement e.g. disclosure required under the Freedom of Information Act 2000 ("**FOI Act**") or to information already in the public domain (otherwise than as a result of a breach of confidence by a Party), provided that, insofar as is reasonably practicable a Party consults with the other Party before disclosing any information pursuant to this clause 27.2.
- 27.3 The Parties acknowledge and agree that Sport England is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by Sport England (or by the Award Recipient on Sport England's behalf). Such information may extend to the contents of this Agreement and other documents and information relating to it. The Award Recipient shall without charge promptly provide all such assistance as Sport England may reasonably require in order that Sport England may comply with lawful and proper requests for access to documents and information held by the Award Recipient on Sport England's behalf.
- 27.4 Insofar as is reasonably practicable, Sport England will give the Award Recipient notice of and an opportunity to make representations in respect of any requests for access to documents or information relating to this Agreement, provided always that

the decision whether or not to permit access to such documents or information shall remain within the absolute discretion of Sport England.

- 27.5 Sport England will work with the Award Recipient and other NGBs to agree a protocol covering the Parties' respective responsibilities in relation to Sport England's handling of requests for information under FOI Act. Both Parties will use best endeavours to ensure compliance with the protocol that is ultimately agreed between Sport England and NGBs.

28 Entire agreement and amendment

- 28.1 These Standard Terms and Conditions and the Award Agreement (including any schedules thereto) constitute the whole and only agreement between the parties relating to the subject-matter of the Agreement. Subject always to clause 20.3.6, this Agreement supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements between the Parties of any nature whatsoever, whether or not in writing, relating to the subject-matter of the Agreement, save to the extent that such drafts, agreements, undertakings, representations, warranties or arrangements have been incorporated into the Agreement.
- 28.2 Save as otherwise provided herein, this Agreement may not be amended except by written agreement signed by both Parties.

29 Third parties

- 29.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement save that the National Lottery Commission may enforce any rights arising to its benefit under clause 6 and DCMS enforce its respective rights under the monitoring provisions set out at clause 8.5.

30 Insurance

- 30.1 The Award Recipient agrees (i) to obtain and maintain throughout the Term adequate insurance cover with reputable insurers in respect of third party / public / employee / legal expenses / occupier's liability and any other relevant risk in connection with any activities carried out and any facilities used by the Award Recipient; and (ii) to provide evidence of such cover to Sport England upon demand.

31 Force Majeure

- 31.1 Either Party may delay performance of an obligation under the Agreement, and in particular Sport England may delay or suspend any obligation to make a payment under this Agreement, if it and/or the Award Recipient:

31.1.1 cannot perform the obligation because of an event that is beyond its reasonable control and that was not reasonably foreseeable at the time that the Agreement was made. Such event (an **“Event of Force Majeure”**) includes but is not limited to:

- (i) the act (including a failure to grant any licence or consent needed or a change in the law or interpretation of the law) of any government or regulatory or other authority (excluding, for the avoidance of doubt, Sport England);
- (ii) any outbreak of hostilities, act of war, act of terrorism or civil commotion;
- (iii) any industrial action;
- (iv) any extreme adverse weather conditions;
- (v) any power failure or failure of computers or other equipment;
- (vi) any fire, explosion, criminal action or accidental damage; and
- (viii) any Act of God;

31.1.2 could not have taken any reasonable steps to avoid or mitigate the consequences of the event;

31.1.3 serves notice in writing on the other Party giving full details of the event within two weeks of becoming aware of it;

31.1.4 promptly provides any further information in relation to the delay that the other Party reasonably requires;

31.1.5 uses reasonable endeavours to continue to perform the obligation; and

31.1.6 has not defaulted in performing the obligation before the event occurred.

31.2 Subject to clause 31.3, below, the must resume performance of the obligation as soon as reasonably possible after the event preventing performance has ceased.

31.3 If the performance is delayed for a continuous period of over three months, either Party may terminate the Agreement by written notice to other Party, following which no Party shall have any liability other than in respect of rights and obligations that accrued prior to termination, save that the Award Recipient shall repay immediately to Sport England any part of the Award previously paid by Sport England to the Award Recipient other than Committed Funds.

32 Severance

32.1 If any clause or sub clause of this Agreement 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 Agreement shall continue in full force and effect.

33 Notices

33.1 Any notices to be served under this Agreement shall be in writing and served to:

33.1.1 Principal In-House Solicitor, 21 Bloomsbury Street, London, WC1B 3HF or LegalServices@sportengland.org

34 Dispute Resolution

34.1 The Parties will use their best endeavours, wherever practicable, to resolve any dispute arising out of or in connection with this Agreement. If the dispute cannot be resolved amicably within a reasonable time at working level the Parties shall comply with the following procedure:

34.1.1 The dispute shall firstly be referred to the respective Chief Executives (or equivalent) of the Parties for discussion and resolution;

34.1.2 In the event that the Chief Executives fail to resolve the matter within 14 days of referral to them the Parties shall seek to resolve the matter in good faith by Alternative Dispute Resolution (“**ADR**”) through Sport Resolutions who is the independent, not-for-profit, dispute resolution service for sport in the United Kingdom;

34.1.3 If the Parties fail to agree terms of settlement within six (6) months of the commencement of the ADR procedure then the dispute may be dealt with by litigation in the courts of England. The commencement of the ADR procedure shall be the request to Sport Resolutions by the Parties for an ADR procedure.

35 Intellectual Property

35.1 If any part of the Award is used directly or indirectly to purchase or develop intellectual property rights then the Award Recipient will take all necessary steps to protect such rights against claims from third parties and such rights shall not be exploited without Sport England’s prior written consent. Exploitation includes use for any commercial purposes or any licence, sale, assignment, materials transfer or other transfer rights. The Award Recipient understands and accepts that if the Award Recipient provides the consent it may be subject to conditions requiring repayment of the Award and/or share of any monies received.

36 Law and jurisdiction

36.1 This Agreement shall be governed by and construed in accordance with English law.

36.2 Subject to clause 36.3, the courts of England and Wales shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning this Agreement (including without limitation claims for set-off or counterclaim) and any matter arising therefrom.

36.3 The following provisions shall apply when a right arises to repayment of whole or such part of Award funding as may be appropriate in the circumstances, pursuant to clause 14.4, clause 14.5, clause 20.5.9, or clause 26 (but not, for the avoidance of doubt, clause 14.3.3), and the Award Recipient disputes Sport England's view of what is appropriate in the circumstances:

36.3.1 Sport England shall send the Award Recipient written notice of the amount that Sport England requires to be repaid pursuant to the relevant clause (the **"Repayment Notice"**). To dispute that amount, the Award Recipient must send Sport England written notice stating that the Award Recipient wishes to have the matter determined by an expert and nominating an individual to act as expert (the **"Expert Referral Notice"**). If no Expert Referral Notice is received by Sport England within fourteen days of the date of the Repayment Notice, then the amount set out in the Repayment Notice shall be deemed to be agreed and must be paid by the Award Recipient forthwith.

36.3.2 If an Expert Referral Notice is received by the relevant deadline, Sport England may either accept the Award Recipient's nominee as expert or may propose an alternative, provided that if no agreement is reached on the identity of the expert within 14 days of the date of the Expert Referral Notice then such expert shall be an accountant appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales.

36.3.3 Any person to whom a reference is made under this clause 36.3 shall act as an expert and not as an arbitrator and shall be entitled to appoint such technical expert or experts as he considers necessary to assist him in determining the amount of the Award that should be repaid. The expert shall assess that amount by reference to delivery of the Measures and Targets that has been derived from the Award Recipient's use of the Award funding in question, as against the delivery of the Measures and Targets that were the objective of that funding. The decision of the expert (which shall be given in writing no more than 30 days after his appointment) shall be binding on the parties save in the case of manifest error. Each party shall provide the expert with such information as he may reasonably require for the purposes of his determination. The costs of the expert (including the costs of any technical expert appointed by him) shall be borne equally by both parties.

Dated

24th April

2017

Sport England

- and -

British Equestrian Federation

Award Agreement

This Award Agreement is made this 24th day of April 2017

Between

(1) **The English Sports Council** trading as Sport England (Company number RC000766), of 1st Floor, 21 Bloomsbury Street, London, WC1B 3HF ('**Sport England**');

and

(2) **British Equestrian Federation**, Equestrian House, Abbey Park, Stareton, Warwickshire, CV8 2RH ('**the Award Recipient**').

1 The Award

- 1.1 Sport England is pleased to offer the Award Recipient an award of up to **£1,765,821** (One million, seven hundred and sixty-five thousand, eight hundred and twenty-one pounds) (the "**Award**"), a breakdown of which can be found in Schedule 2 (the "**Financial Breakdown**").
- 1.2 The offer of the Award is subject to the terms of this Award Agreement and the Award Standard Terms and Conditions annexed as Schedule 4 to this Agreement. Capitalised terms used in this Agreement shall have the meanings attributed to them by the Award Standard Terms and Conditions. Any conflict between the terms of the different parts of this Agreement shall be resolved in the following order of priority: first this Award Agreement, second Schedule 1 to this Award Agreement, third the Award Standard Terms and Conditions and fourth the Governance Action Plan annexed as Schedule 3 to this Agreement.
- 1.3 Sport England is providing the Award Recipient with the Award to enable it to carry out the Programmes and other work set out in the Plan.
- 1.4 The Term of the Award shall be from the Commencement Date until 31 March 2021 for the talent award, and until 31 December 2017 for the core market award, representing a holding award (the "**Term**").

2 The Measures and Targets

- 2.1 For the purpose of this clause 2, "**Quarter**" shall mean any period of three (3) calendar months during the Term from and including 1 April 2017.
- 2.2 Schedule 1 sets out the **Measures and Targets** that the Award Recipient has agreed to deliver and how they will be measured.
- 2.3 If Sport England reasonably considers that the Measures and Targets are not the most efficient means of assessing the Award Recipient's performance of the Award then the

parties will renegotiate the Measures and Targets. Any adjustments to the Measures and Targets shall be agreed in writing by both parties no later than 14 days from Sport England's initial request, and in any event prior to the following Quarter.

Achieving Measures and Targets

- 2.4 In order to achieve the Measures and Targets, once agreed between the parties, the Award Recipient shall implement the Programmes in accordance with the Plan and the relevant Operational Delivery Plan.
- 2.5 The Award Recipient may make changes to or stop any of the Programmes, or vary the amount of Award funding used in any Programme and/or start new Programmes, if the Award Recipient reasonably believes this will help the Award Recipient achieve the Measures and Targets, provided the Award Recipient obtains Sport England's prior written approval (which will not be unreasonably withheld or delayed).

3 Account Management

- 3.1 In addition to the requirements of the Standard Terms and Conditions, the Award Recipient will have regular contact with the Sport England Contact to discuss the Award Recipient's progress and any ways Sport England can support the Award Recipient to achieve the Measures and Targets.
- 3.2 Further to clause 7 of the Standard Terms and Conditions, the Sport England Contact and the Award Recipient will agree an appropriate frequency of meetings (each called a "**Review Meeting**"), when the Award Recipient will provide details of (a) the Award Recipient's spend of the Award to date in a format agreed with the Sport England Contact, and (b) the Award Recipient's progress against achieving the Measures and Targets, delivering the Programmes and in achieving the Plan and Operational Delivery Plans. The Award Recipient will meet with the Sport England Contact more frequently if Sport England has concerns about the Award Recipient's performance of its obligations under this Agreement.
- 3.3 Each Review Meeting will involve a formal review of the Award Recipient's progress against achieving the Measures and Targets.
- 3.4 Following each Review Meeting, Sport England will provide feedback on the Award Recipient's performance to the Award Recipient's Chief Executive and Chair.
- 3.5 Nothing in clause 3.2 shall prevent Sport England from requesting additional information relating to the Award Recipient's spend of the Award, progress against achieving the Measures and Targets, delivery of the Programme and/or achievement of the Plan and Operational Delivery Plans outside of the Review Meetings.

4 Operational Delivery Plans

- 4.1 The Award Recipient shall submit to Sport England a delivery plan (each called an '**Operational Delivery Plan**') if required in advance of each Financial Year of the Term of

the Award Agreement. Each Operational Delivery Plan shall, at a minimum, include details of:

- where the Award Recipient will geographically focus its delivery and the rationale for the selection of these locations;
- which programmes the Award Recipient will deliver in each location;
- how the Award Recipient plans to deliver the Programmes, including details of who will deliver the Programmes, the Award Recipient's workforce requirements and the Award Recipient's routes to market;
- how the Award Recipient plans to deliver its partnership funding commitments and any plans for efficiencies in the back office (if the Award Recipient receives funding for back office costs);
- the cost of delivery, including a breakdown showing how much resource is being used to fund activity in each location and any efficiencies in the cost of delivery the Award Recipient expects to achieve in the Financial Year when compared to last year;
- the feedback mechanisms and monitoring that will be built into programme delivery to give the Award Recipient the ability to predict performance and evolve delivery over the 2017-21 period;
- a summary of the key risks to achieving success and the Award Recipient's methods for reducing such risks; and
- any other information requested by Sport England.

4.2. Each Operational Delivery Plan must be submitted to Sport England by 28 February, immediately prior to the commencement of the Financial Year to which the Operational Delivery Plan relates.

4.3 If Sport England is not satisfied (in its absolute discretion) that the Award Recipient's Operational Delivery Plan is sufficiently robust and sufficiently supports the achievement of the Award Recipient's Measures and Targets, Sport England may suspend or terminate all or any part of the Award payments.

5 Failure to achieve Measures and Targets

5.1 Where any of the Measures and Targets are not achieved, for the avoidance of doubt, the Award Recipient will be considered in material breach of this Agreement.

5.2 In the case of Measures and Targets that are measured by one measure only, the Award Recipient will be deemed to have failed to achieve the Measures and Targets if and whenever that sole measure is not achieved.

5.3 In the case of Measures and Targets that are measured by more than one measure ("the Measures"), and one or more of those Measures have not been achieved, the Award Recipient will be deemed to have failed to achieve the Measures and Targets where Sport

England considers (in its absolute discretion), that the Award Recipient has not sufficiently achieved the Measures overall, taking account of the following factors:

- the number of Measures that have and have not been achieved; and
- the extent to which the Award Recipient has met or not met each of the Measures.

5.4 The remaining sub-clauses of this clause 5 will apply where the Award Recipient has failed to achieve any of the Measures and Targets.

5.5 For the purposes of this clause 5, the applicable amount ("**Applicable Amount**") shall be any part of the Award which has not yet been paid and which has been allocated to be paid in respect of the unmet Measures and Targets.

5.6 Where Sport England confirms, at a Review Meeting, that the Award Recipient has failed to achieve one or more of the Measures and Targets, Sport England may, in its absolute discretion, reduce the Applicable Amount fully or in part.

5.7 Sport England may consider, without limitation and in Sport England's absolute discretion, the following factors in deciding whether to reduce and/or defer the reductions to the Award permitted under clause 5.6:

- whether Sport England believes that there are significant mitigating circumstances for the failure to meet the Measures and Targets; and
- whether Sport England believes that there has been significant progress, sufficient to provide confidence that future Measures and Targets will be achieved.

5.8 Sport England will not make any reductions in Award funding under this clause 5 until approved by the Sport England Board. Any reduction in Award funding made under this clause may not become effective until three (3) months after Sport England gives the Award Recipient written notice of the reduction.

5.9 Without prejudice to any other rights or remedies Sport England may have, Sport England may decide that:

- the Award Recipient's Measures and Targets shall be reduced in future years;
- any of the Award Recipient's Programmes shall be stopped, reduced or altered;
- the Award Recipient shall develop, obtain Sport England's agreement to and implement a recovery plan aimed at improving the Award Recipient's performance;
- the Award Recipient's Award shall be paid more frequently than quarterly (and each payment reduced proportionally); and/or
- new Programmes shall be commenced, discontinued or changed.

5.10 Where the Award Recipient is dissatisfied with a funding decision Sport England has taken in relation to any funding reductions determined under this clause 5, the Award Recipient

may appeal the decision in accordance with the provisions of the funding decisions appeals process as set out in Sport England's Complaints Procedure.

- 5.11 Sport England may, in its absolute discretion, exercise its rights and remedies set out anywhere in this Agreement, including this clause 5 and/or clause 20 of the Standard Terms and Conditions in conjunction with one another, and each right and remedy of either Party expressed in this Agreement shall be cumulative.

6 Financial Breakdown

- 6.1 Following any renegotiation of the Measures and Targets in accordance with clause 2 of this Agreement, Sport England may amend the Financial Breakdown. Any such amending of the Financial Breakdown shall be to effect a re-profiling of it to reflect the delivery of the renegotiated Measures and Targets.
- 6.2 Sport England may at its absolute discretion change the 'Funding Source' as set out in the Financial Breakdown at any time for any reason.

7 Payment of the Award

- 7.1 Subject to clauses 5 and 7.2 of this Agreement and clauses 2.7, 2.8 and 2.9 of the Standard Terms and Conditions relating to the release of Award funds, Sport England will release the Award in the amounts set out in the Financial Breakdown. The Award for each year will be released quarterly, being April, July, October and January.
- 7.2 Upon receipt by Sport England of the relevant claim forms from the Award, Sport England will release the Award funds into the bank account into which the Award Recipient has instructed Sport England.

8 Special Conditions

- 8.1 For the avoidance of doubt, any breach of a special condition set out in this clause 8 ("**Special Condition**") shall be a material breach for the purposes of this Award Agreement.
- 8.2 Implementation of the Governance Action Plan, as set out in Schedule 3, and continued compliance with the Governance Code will remain a condition throughout the duration of your Award Agreement.
- 8.3 Sport England shall be under no obligation to make a second payment of the Award, until the Initial Measures and Targets as set out in clause 2.2 have been agreed to Sport England's satisfaction.
- 8.5 As part of the 2017-21 core market submission solicited by Sport England, the British Equestrian Federation will:
- a. demonstrate, to Sport England's satisfaction, that a projected increase in income for the period 1 April 2018 – 31 March 2021 is evident within the financial projections of the business plan.

b. submit plans, in a format to be agreed by Sport England, demonstrating how they will drive efficiency savings across the Federation for the remaining three years of the award from 1 April 2018 – 31 March 2021, to Sport England's satisfaction.

- 8.6 Sport England reserves the right to require any member, subsidiary or other constituent body of the Award Recipient to comply with the Governance Code and provide a governance action plan within such period as Sport England requires.

9 Publication of Performance

- 9.1 Sport England is committed to being open and accountable for the funding decisions it takes. Sport England may therefore, in its absolute discretion, and subject to clause 6 of the Standard Terms and Conditions, publicise:

- details and summaries of the Award Recipient's performance against each of the Measures and Targets;
- the relative performance of each Award Recipient against the Measures and Targets;
- comments about Sport England's view on the Award Recipient's performance;
- details of the Award Recipient's funding and in particular, any changes to the Award Recipient's funding and the reasons why such changes have been made;
- whether Sport England considers that the Award Recipient is potentially 'at risk' of future funding loss as a result of the Award Recipient's performance; and/or
- details of exemplary performance by Award Recipients' by way of good practice examples for the sector.

Execution

Signed for and on behalf of
The English Sports Council



.....
Signature

Jennie Price

Chief Executive

19/4/2017

Date

Signed for and on behalf of
British Equestrian Federation



.....
Signature



.....
Name of Accountable Officer (Please print)



.....
Position of Accountable Officer (Please print)

24/04/2017

.....
Date (Please enter date)

SCHEDULE 1

Measures and Targets

The list and table below sets out some of the Measures and Targets against which the Award Recipient has agreed to deliver and how they will be measured. In some instances the Award Recipient will not cover the full range of agreed targets and measures, with Sport England at its sole discretion being permitted to add to or remove from the list below.

To be completed by 31 December 2017, to Sport England's satisfaction

- Completion of Usage and Attitude work
- BEF 4 year strategy completed and approved by Council – July 2017

Delivery outputs

Target Audience	Programme Delivery Area	Description
DISAB LED CORE	RDA Accessibility Mark	Support continued delivery of AM in riding centres to enable core market disabled riders to develop their riding. Target to sign up an additional 20 riding centres.
YOUTH CORE	YELA Co-ordinator	Delivery of Young Equestrian Leaders Award to support core market activities by encouraging young volunteers across all member bodies. Target to sign up an additional 400 candidates and continue to support the 2500 candidates already registered.
	Young Equestrians	Delivery of Young Equestrians club – social club for teenagers to be used as a retention tool for core market young participants. Target to sign up an additional 35 groups, with associated 450 participants and continue to support the YE network and participants.
	School Games	Delivery of School Games activity for school age core market participants (to include dressage points competition for non-horse owning school age children to be held at identified riding schools and recognition of horse owning participants at affiliated dressage, eventing, show jumping, Pony Club and Riding for the Disabled competitions).
ADULT CORE	Participation Project	Education and training for horse owners/ loaners and sharers to get more out of their riding. Specific focus on standalone livery yards. Target to engage 3500 new participants and continue to engage the 8000 already signed up.
	Customer Service and Business Support for Riding Centres and Venues	Customer service training and support for approx. 50 riding centres and venues to improve customer experience. Includes audience specific messaging i.e. how to support adult returners learned from take back the reins.

Outcome	Measure	Target	Source	Reporting frequency
Maintain/increase number and diversity of people with a meaningful sport & physical activity habit	Number of people regularly participating			
	Diversity of people regularly participating			
	Bespoke additional impact against government outcomes			
	Increase in number of young people (5-15) with a positive attitude towards sport and being active			
Improved progression and retention in talent	Specific progression measure, for example: <ul style="list-style-type: none"> • Proportion of English athletes in WC programmes or GB teams. • Relevant age group tournament or test series results. • Proportion of athletes achieving developmental benchmarks. 			
	Positive experience measure, for example: <ul style="list-style-type: none"> • England talent pool athlete satisfaction survey assessing impact on their perceptions of sport overall. 			
More financially sustainable organisations	Sport England investment into back office costs			
	Non-Sport England income			
	Bespoke financial sustainability plan			
Improved governance	Bespoke governance action plan			

SCHEDULE 2

Financial Breakdown

Funding Category	Funding Source*	Year 1 (2017-18)	Year 2 (2018-19)	Year 3 (2019-20)	Year 4 (2020-21)	Total 2017-21
Core Market:						
Back Office	Exchequer	£69,582	£0	£0	£0	£69,582
Delivery (Core Market excl. Talent & Back Office)	Lottery	£626,239	£0	£0	£0	£626,239
Talent	Exchequer	£239,075	£275,085	£275,298	£280,542	£1,070,000
Total		£934,896	£275,085	£275,298	£280,542	£1,765,821













* As set out in clause 6.2, may be subject to change.

SCHEDULE 4

**NGB Core Market Investment
Standard Terms and Conditions**

(Attached)

Equestrian
2017 - 2021

	<u>Programme</u>	<u>Infrastructure</u>	<u>Total</u>	<u>%</u>
2017 MB spend (holding award)	133,500		133,500	3.55%
Riding to School	85,200	138,675	223,875	5.94%
Accessibility for all	158,500		158,500	4.21%
Routes for returners and resilience	150,000		150,000	3.98%
Coaching for confident competition	79,936		79,936	2.12%
Increasing customer value	66,000	182,372	248,372	6.60%
Volunteering for development	304,300		304,300	8.08%
BETA national equestrian survey	85,000		85,000	2.26%
Cross cutting activity: BEF critical value to core activity and support programmes:				
				
				
				
				
Talent	754,250	315,750	1,070,000	28.41%
Contn to Core Costs	306,277		306,277	8.13%
	<u>2,378,542</u>	<u>1,253,779</u>	<u>3,765,821</u>	<u>100%</u>