

Charter Standard Growing Grassroots Fund Terms and Conditions

These terms and conditions apply to both the Growing and Sustaining Grassroots Funds for the 2018/19 season.

Definitions

“We”, “our” and “the Club” refer to the organisation receiving the grant bound by these terms and conditions.

“You”, “your” and the “LFA” means The London Football Association and includes your employees and those acting for you.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, includes and incorporates these standard terms and conditions and the signed grant offer letter together with any other conditions we have agreed. We understand that the Grant Agreement comes into force on the date that we sign the Service Level Agreement (SLA) from you and that we waive the right to take up the grant offer if we do not sign and return the SLA within three weeks of your having sent it to us.

1. In general

1.1 The Club will only use the grant for the purpose which we set out in our application form.

1.2 During the continuation of this grant agreement the Club will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.

1.3 The Club will make sure that all current members of our committee and all future members appointed during the period of the grant receive a copy of these terms and conditions.

2. The project

2.1 The Club will obtain your written agreement before making any change to the project.

2.2 The Club agree to affiliate all funded teams for the 2018/19 and the 2019/20 season.

2.3 The Club will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

2.4 The Club hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to

assist with any form of publicity and marketing, including any press or media related activities.

2.5 The Club will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.

2.6 In our management of all personal information the Club will meet the requirements of the General Data Protection Regulation 2018. We will tell you immediately if any of our key contacts change.

2.7 The Club agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a safeguarding policy to help us comply with all relevant laws and good practice throughout the period of the grant agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

2.8 The Club will ensure that all coaches have in-date and verified CRCs, and that the designated coach for any LFA funded team will complete an FA Safeguarding Children course by latest 31/12/2018.

2.9 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.

2.10 The Club will maintain adequate insurance at all times and if asked, will supply copies of confirmation of insurance cover to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

3. Our organisation

3.1 The Club agrees to keep all data on the Whole Game System up to date, and ensure all coaches involved with the Club are registered on the Whole Game System.

3.2 The Club will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 The Club will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.

3.4 The Club will be available for meetings with you and allow full and free access to our records however and wherever held.

4. Charter Standard

4.1 The Club commits to becoming Charter Standard by 31/12/2018

5. Payment of the Grant

5.1 The London FA will ensure the payment reaches the Club by the dates specified in the application process on the basis that the Club provides details of a club bank account and supplies an invoice, in line with the timeframes detailed in the offer letter.

5.2 Payment of the second instalment of the Growing Grassroots Fund will be made in line with the dates specified on the application process if the Club has met all other conditions of the grant, including becoming Charter Standard by 31/12/2018.

6. VAT

6.1 The Club acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

7. Our annual report and accounts

7.1 The Club will acknowledge your grant in our annual reports and accounts covering the period of the project.

7.2 The Club will keep proper and up to date accounts and records for at least two years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you upon request.

7.3 We will report regularly and fully to all members of our committee on the financial position of our organisation.

8. Publicity and acknowledgment of a grant from The London Football Association

8.1 The Club accept that you may share information about our grant with any parties of your choice. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

8.2 The Club will acknowledge in writing receipt of payment of the Grant.

8.3 The Club will acknowledge the Grant in all media produced about the work and acknowledge the grant appropriately elsewhere, for example in annual reports, unless you ask us not to do so.

8.4 The Club will discuss media releases with The London FA staff before release.

8.5 The Club acknowledge your right to publicise any offer of grant and we recognise that you may use our organisation's name in its publicity material.

9. Monitoring

9.1 The Club will send you any further information you may ask for about the project or about our organisation, and its activities, the number of users and other beneficiaries and such other information you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

9.2 The Club will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the teams ongoing affiliation

9.3 The Club accepts that as part of this funding they may receive an anonymous safeguarding visit from the LFA.

10. Breach and Repayment

10.1 The Club accept that you may demand repayment of all or part of the grant and/or cancel any unpaid part of the grant at your absolute discretion in any of the following circumstances if:

- Any term or condition to which the grant is subject is not complied with or is contravened
- The Club or funded team is disbanded or does not affiliate for seasons agreed to in these conditions.
- The Club fails to become Charter Standard by 31/12/18.
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a grant agreement is still in force.
- We completed the application form dishonestly or significantly incorrectly or misleadingly.
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement.
- If at any time while the grant agreement is in force, in your opinion acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on The London Football Association.
- Members of our club, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body.
- The Club do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- At any stage of the application process or during the period of the grant agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.
- If you have reasonable grounds to believe that it is necessary to protect your grant money.

10.2 The Club acknowledge that you reserve the right to require the payment of interest on any sum that is repayable under 10.1 above at such reasonable rate and for such period up to the date of actual repayment as you may in your absolute discretion determine.

11. Length of Grant Agreement

11.1 These terms and conditions and the grant agreement remain in force until 01/06/2020

12. We understand that

12.1 You will not increase the grant if we spend more than the agreed budget.

12.2 You may want to investigate any matters concerning the grant (or any other grants you have given to us) at any time while the grant agreement is in force. We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from any investigation even if the investigation finds no cause for concern.

12.3 The Club acknowledge that you may assign any of your rights under the grant agreement to any other or successor body.

12.4 No other body has any claims on you under these terms and conditions and person shall be entitled to any rights in respect of the grant agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

12.5 The Club may only have one active Sustaining Grassroots Grant at one time from the London FA. Clubs must therefore wait until the end of their Sustaining Grassroots Grant before they are eligible to apply for an additional Sustaining Grassroots Grant.

13. Additional conditions

13.1 The LFA have the right to impose additional terms and conditions on the grant if:

- The Club are in breach of the grant agreement.
- The LFA withdraw any part of the funding for the project.
- The LFA judge that members of our club, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation.
- The LFA have reasonable grounds to believe that it is necessary to make sure that the project is delivered as set out in our application or following any agreed changes.

13.2 By signing the grant acceptance form we have confirmed the following:

- That the signatory is authorised by the organisation named in the application form to enter into a legally binding agreement on our behalf.
- We certify that the information given in the application form and any supporting documents is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.
- We understand that any offer of grant will be subject to terms and conditions and we confirm that the organisation has the power to accept this grant if the application is successful and to repay it if the grant conditions are not met.
- We understand that it is the sole responsibility of the grant recipient to ensure that all terms and conditions of the grant are satisfied.



LondonFA

- We have not altered or deleted the original wording and structure of the application form as it was originally provided or added to it in any way.

Additional conditions may be added that are specific to your grant. The LFA will send you the specific terms and conditions applying to your grant with your grant offer.