

Sportsmatch Programme – Terms and Conditions of Award – 2011-12

Definitions

- “We” and “our” refer to the organisation receiving the award bound by these terms and conditions. “You” and “your” means Sport England (English Sports Council).
- The “project” means the project that you are giving us the award for as set out in our application form and any supporting documents.
- The “award agreement” includes and incorporates these standard terms and conditions and the award letter.

1 In general

1.1 We will only use the award for the purpose which we set out in our application form. We will hold any unused part of the award on trust for you at all times, and we will repay any award (including any unused award) to you immediately upon demand.

1.2 During the continuation of this award agreement we will act in a fair and open manner without distinction as to race, religion, age disability, sexual orientation, gender and other protected characteristics as set out in the Equalities Act 2010 and in compliance with relevant legislation.

1.3 We will make sure that all current members of our governing body or our executive team, if we are a statutory organisation, and all future members appointed during the period of the award receive a copy of these terms and conditions.

2 The project

2.1 We will get your written agreement before making any change to the project.

2.2 We will start the project within three months of the date of the award agreement

2.3 We will draw down all Sport England funds which have been allocated to us within 2 months of the date of the award agreement or by 1st March 2012 whichever is the sooner.

2.4 We will ensure Sport England funds are expended and reported on by 31st March 2012.

2.5 We agree to make satisfactory progress with the project in accordance with any timetable set out in our application form and supporting documents and to complete it within one year of the award.

2.6 We will not use the award to pay for any spending commitments we have made before the date of the award agreement.

2.7 We will tell you of any offer of funding for the project from anyone else at any time during the project.

2.8 If we spend less than the project budget we will repay to you an appropriate share of the unspent amount to you.

2.9 We will acknowledge the award 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.

2.10 We hereby consent to any publicity about the award 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 award 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.

2.11 We 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.

2.12 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the award change.

2.13 We 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 award agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

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

2.15 We 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 We will get your written agreement before: Changing our governing document (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), the admission of any new members, and transferring our assets to or merging or amalgamating with any other body, including a company set up by us.

3.2 We 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 award (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We 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 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three un-related and non-cohabiting members and will increase it to at least three as soon as possible.

3.6 We will maintain a conflict of interest policy and ensure any procurement for goods or services over £5,000 can be supported by at least three quotes.

4 VAT

4.1 We acknowledge that the award 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 award and that the award made by you is inclusive of VAT.

5 Our annual report and accounts

5.1 We will acknowledge your award in our annual reports and accounts covering the period of the project.

5.2 We will show your award and related expenditure as a restricted fund under the description “Sport England Award” in our organisations annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one award from you, we will record each award separately in the notes to the accounts. We will identify unspent funds and assets in respect of the award separately in our accounting records.

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

5.4 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

6 Monitoring

6.1 We will monitor the progress of the project and report back to you within one month of the project finishing or within 13 months from the date of the award letter, whichever is the sooner. We will use the form provided with the award letter and provide evidence of expenditure of the award.

6.2 If our project finishes after 31st March 2012 we will submit an additional report on our expenditure of the Sport England Award by 31st March 2012.

6.3 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, 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 awards programmes.

6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project’s completion.

6.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

7 Awards for employment costs

7.1 We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities legislation and good practice in the

recruitment and selection process for any fixed term or contracted staff employed using Sport England funds. **7.2** Where the award is for a salary of a new fixed term post, we will advertise the vacancy externally, using appropriate media (including media that could attract people from disadvantaged groups). We must keep the job description, advertisement, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them.

7.3 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the project has finished. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

8 Awards for Assets and Services

8.1 We will keep all receipts and invoices for you to look at for seven years from the date of the award agreement.

8.2 We acknowledge that Sport England maintains an interest in all capital assets purchased with their award for three years for items costing less than £5,000 or less and for seven years for items costing more than £5,000. We will not dispose of, sell or donate these assets during this time without Sport England's express permission.

8.3 We will keep all assets funded by the award safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.

8.4 We acknowledge that no part of the award may be used for the replacement of any asset previously funded by the award and that if any such asset is lost, damaged or destroyed, we will be obliged to use our other financial resources to procure that it is replaced or repaired as appropriate.

9 Length of Award Agreement

9.1 These terms and conditions and the award agreement remain in force for whichever of these is the longest time:

- For two years following the date of payment of the award.
- As long as any part of the award remains unspent.
- The expiry of the maximum period required under the award for asset monitoring.
- As long as we do not carry out any of the terms and conditions of the award agreement, including any of your reporting requirements or any breach of them continues or we have any outstanding obligations under these terms (this includes any outstanding reporting on award expenditure or project delivery or any obligations to maintain records).

10 We understand that

10.1 You can only guarantee the award as long as funds from the Exchequer are available and you continue to operate.

10.2 We accept that you may share information about our award with any parties of your choice as well as with members of the public who make a request for information under

the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

10.3 You will not increase the award if we spend more than the agreed budget.

10.4 You may want to investigate any matters concerning the award (or any other awards you have given to us) at any time while the award 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.

10.5 You may demand repayment of all or part of the award and/or cancel any unpaid part of the award at your absolute discretion in any of the following circumstances if:

- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other awards from you for which an award 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 award agreement.
- If at any time while the award 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 Sport England as a custodian and distributor of publicly generated funds and/or as a Government sponsored body.
- Members of our governing body, 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.
- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the award is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the award agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the award.
- We are or become legally ineligible to hold the award.
- If you have reasonable grounds to believe that it is necessary to protect public money.

10.6 We acknowledge that the award comes from public funds and we will not use the award in a way that constitutes State aid. In the event that it is deemed to be State aid, then we will repay the entire award immediately.

10.7 You may assign any of your rights under the award agreement to any other or successor body.

10.8 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 award agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

11 Additional conditions

11.1 You have the right to impose additional terms and conditions on the award if:

- We are in breach of the award agreement
- You withdraw any part of the funding for the project
- You judge that members of our governing body, 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 as a distributor of public money or as a Government sponsored body
- If you have reasonable grounds to believe that it is necessary to protect public money and/or you believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

IMPORTANT – By signing the award acceptance form you have confirmed the following:

- That the two signatories are authorised by the organisation named in the application form to enter into a legally binding agreement on their 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 award will be subject to terms and conditions and we confirm that the organisation has the power to accept this award if the application is successful and to repay it if the award conditions are not met.
- 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.