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Yorkshire  
LS29 6AE

✓ Alex Macleod  
**Leeds City Council**  
c/o Education Leeds  
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110 Merrion Centre  
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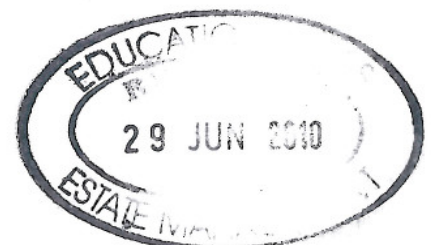
Dear Mr Geldart and Mr Macleod

**ST MARY'S SCHOOL: NEW 3G ARTIFICIAL GRASS PITCH AND DRAINAGE OF GRASS PITCHES**

The Foundation has approved:

- A. a capital grant offer of **44%** of a total project cost of £741,400 (of which £729,047 is considered eligible) subject to a **maximum payment of £325,000**, to **St Mary's School and Leeds City Council** towards a new third generation artificial grass pitch and drainage of grass pitches and delivery of the aims and objectives detailed in the Application and the enclosed Football Development Plan in accordance with the General Terms and Conditions enclosed with and set out in this letter. The definitions in the General Terms and Conditions attached also apply in this letter.

This grant is offered jointly to St Mary's School and Leeds City Council (together the "Organisations" or "Applicant").



## 1. **Additional Conditions**

1.1 The Grant is subject to satisfaction of the following additional conditions:

### **Pre-construction conditions**

- That the final design, tender documents and processes are agreed in writing by the Foundation prior to tendering.
- That the tender evaluation report and tenders are agreed in writing by the Foundation, prior to the contractor being appointed.
- Receipt from the Foundation of written permission to proceed with construction.
- The Organisations shall at their own cost enter (or permit the Foundation to enter) a restriction on the registered title to the property on which the Facility is being developed ("the Property") as detailed in clause 21 of the General Terms and Conditions or a caution against first registration in the case of unregistered land and, if requested to do so by the Foundation, enter into a deed of dedication in relation to the Property. Further:
  - The Organisations' solicitors must provide a solicitor's undertaking that the Organisations will pay the Foundation's legal costs of putting the restriction or caution and deed of dedication in place as set out in the guidance note provided.

**Please Note: No grant will be payable if construction of the Facility starts without written permission to proceed from the Football Foundation.**

### **Pre-claim capital conditions**

- That new grass pitches comply with the FA Performance Quality Standard.
- That the AGP meets the standards for full size pitches contained within the FA Artificial Pitch Guidelines 2010.
- That the AGP complies with the Sport England/SAPCA Guide to the Design, Specification and Construction of Multi Sport Synthetic Turf Pitches, Part 1.
- That all the goal posts at the site comply with the FA Goals for Football: Guidance Note and must comply with BSEN748 (2004) and BS8462 (2005).

### **Pre-claim revenue conditions**

- None

### **Ongoing conditions**

- That the applicants liaise with the Foundation's Community Programme Manager to ensure that all appropriate community groups and organisations are aware of, and given the opportunity to access, the facility.
- That prior to the facility opening, the programme of use and pricing policy is forwarded to the Foundation, FA and CFA for approval.



### **Final 5% conditions**

In addition to those detailed in paragraph 8.1.1 of the General Terms and Conditions, the following conditions must be met before the final 5% of the capital Grant is paid:

- That a representative of the maintenance staff attends and passes an Institute of Groundsmanship approved course on artificial pitch maintenance.
  - That a representative of the maintenance staff attends and passes an Institute of Groundsmanship approved course on winter pitch maintenance.
  - That written confirmation is provided to the Foundation that the Environment Agency/Local Authority is satisfied with the drainage outfall arrangements.
- 1.2 Until the pre-construction and pre-claim capital conditions are fulfilled, no Grant will be payable.
- 1.3 Until the pre-claim revenue conditions are fulfilled, no revenue Grant will be payable.
- 1.4 Until the final 5% conditions are fulfilled, the final 5% of the (capital) Grant will not be paid.
- 1.5 The Organisations must request the first payment of Grant **within six months of the date of the Grant Offer Letter**, unless otherwise agreed in writing by the Foundation. See section 7.7 of the General Terms and Conditions for more detail.
- 1.6 The Organisations must request the last payment of the Grant **within 12 months of the date that the first claim is paid by the Foundation**, unless otherwise agreed in writing by the Foundation. See section 7.8 of the General Terms and Conditions for more detail.
2. **Acceptance**
- 2.1 The Organisations have **two months from the date of the Grant Offer Letter** to accept the terms and requirements of this Grant. If the Organisations do not accept the terms and requirements of this Grant within two months from the date of this letter, the offer will lapse unless reasons are given for the delay, which are accepted by the Football Foundation. If the offer lapses, your application will be regarded as having been withdrawn. You are bound by this Grant Offer Letter or the General Terms and Conditions attached until such time as you make a claim for payment of the Grant or any payment of Grant is made to you.
- 2.2 No Grant Agreement comes into existence between the Football Foundation and the Organisations, and accordingly the Football Foundation is not bound to make payment of the Grant, unless and until a signed Grant acceptance form has been received by the Football Foundation from both organisations and where applicable the specific requirements set out in paragraph 1.1 above have been fulfilled to the Football Foundation's satisfaction.

2.3 If you wish to accept this Grant on the terms stated herein **please return one copy of each of the attached form of acceptance**, duly signed and dated by two authorised signatories to our Facilities Programme Manager, Greg Hardman. You should retain the other copy, which, together with this letter, will constitute the Grant Agreement between the Football Foundation and the Organisations.

### 3. **Payment of the grant**

3.1 **Capital Grants.** On compliance with the pre-construction conditions and pre-claim capital conditions set out in paragraph 1.1 and on receipt of appropriately completed claim forms and relevant supporting documents, the Foundation will pay claims at the same percentage rate that the Grant bears to the Project cost. This will continue until 95% of the Grant has been released. The remaining 5% of the Grant will be paid on receipt of written evidence of completion of the Project in accordance with clause 8 or clause 9 of the General Terms and Conditions and any other specific final 5% claim conditions referred to in clause 1.1, if any.

3.2 **Revenue Grants.** On compliance with the pre-claim revenue conditions set out in paragraph 1.1 above and on receipt of satisfactory completed revenue claim forms and relevant supporting documents, the Foundation will pay claims six monthly in arrears at the percentage rate detailed in Schedule 1.

3.3 The Organisations must ensure that sufficient funds are retained to meet the balance of any costs and to cover the period between the penultimate payment and completion of the work to be funded by the Grant.

3.4 I enclose claim forms, which should be completed and returned as the work progresses. Each form must include a completed statement of expenditure and details of the net value of the work completed at each claim stage (excluding voluntary labour, other contributions in kind, contractual retention fees and other non-allowable costs). The form must be counter-signed by an appropriately qualified and authorised person and must be accompanied by appropriate supporting documentation.

3.5 Payments will be made by Bankers Automated Clearing Services (BACS) directly into a valid bank account, but you will be sent a remittance advice telling you exactly how much is being transferred into your account and the date. **Please complete and return the bank details form enclosed.**

### 4. **Signage and Publicity**

4.1 Your attention is drawn to the provisions of clause 10 of the General Terms and Conditions. The Foundation will provide official signs to give recognition to the financial support provided by the Foundation. Please contact the Foundation's authorised signage contractor, Hawes Signs Limited, on 01604 790 000, to



determine the appropriate signage for your project and to arrange for its installation.

- 4.2 To secure appropriate press coverage of this award, **you should treat the details of this letter as private and confidential** until you have discussed the offer with our Communications Manager, Rory Carroll, on 0845 345 4555 Ext: 4280 or at [rory.carroll@footballfoundation.org.uk](mailto:rory.carroll@footballfoundation.org.uk).
- 4.3 To maximise publicity and discuss the official opening of your project, you are asked to contact the above mentioned Communications Manager a minimum of six weeks prior to the opening.
- 4.4 Please note that any material you publish in relation to your Grant must carry the Football Foundation logo and any references you make to it in the media and other information outlets at any time must acknowledge the investment by the Football Foundation. A logo can be obtained from [www.footballfoundation.org.uk/logos](http://www.footballfoundation.org.uk/logos). Please get prior permission from our Marketing Manager, Rachael Keen before printing any material that contains the Foundation logo. Rachael can be contacted on 0845 345 4555 Ext: 4312 or at [rachael.keen@footballfoundation.org.uk](mailto:rachael.keen@footballfoundation.org.uk).

## 5. **Project Monitoring**

Further payments of the Grant are dependent on the satisfactory fulfilment of the Foundation's monitoring requirements, for the duration of the Grant Agreement (see clause 11 of the General Terms and Conditions for more details). The current evaluation requirements can be found on the Foundation's website.

## 6. **Increased Costs and VAT**

- 6.1 If at any time the total expenditure for the Project exceeds the estimated amount stated in the Grant Offer Letter there will be no corresponding increase in the Grant even if additional costs arise that were previously unforeseen and in particular the Foundation will not increase its Grant if VAT becomes payable. You should seek specific advice about your Organisation's VAT status and the Project's liability to VAT.
- 6.2 The Foundation also reserves the right, if the final total allowable expenditure is less than the estimated expenditure to review the amount of the Grant and, where it considers appropriate, to reduce the Grant payable or to demand a refund of part of the Grant. The amount of such reduction or refund shall be determined by the Foundation at its discretion but shall not exceed the amount of the under-spend.
- 6.3 The Foundation pays its Grant as a percentage of Project costs subject to a maximum sum. The amount of the Grant payable by the Foundation will therefore be less than the maximum stated if your Project is delivered under budget.

If you have any questions about this letter, please contact your Facilities Programme Manager, Greg Hardman, on 0845 345 4555 Ext:4277. **All correspondence regarding your project should also be addressed to your programme manager.**

Yours sincerely

A handwritten signature in black ink, appearing to read 'D. McDermott', written in a cursive style.

**Dave McDermott**  
**Director of Operations**

cc: Mark Coulson Regional Facilities Manager, The FA  
Phil Woodward, Regional National Game Manager, The FA  
Brian Peck, Development Manager, County FA

**Schedule 1**  
**Schedule of payments for Revenue Grant**

Not applicable