

## ACTIVE ENGLAND

## AWARD TERMS AND CONDITIONS

### CAPITAL ONLY AND CAPITAL & REVENUE PROJECTS

#### 1. Definitions

For the purposes of these award terms and conditions and the accompanying award letter the following expressions shall have the meanings respectively ascribed to them:

"Agreed Monthly Instalment/s"	means the monthly instalments to be paid to the Organisation in accordance with Condition 4.4 as specified in the Grant Management Plan or as agreed between the parties in accordance with Condition 4.3.	"Certificate of Practical Completion"	means the certificate of practical completion issued by the Supervising Officer
"Agreement"	means the contractual arrangements set out in the award letter and the standard award terms and conditions	"Clawback Period"	means the period of 21 years from the date of acceptance of the Award.
"Application"	means the application submitted by the Organisation for an award in respect of the Facility	"Date of Practical Completion"	means the date the Facility reaches practical completion (or equivalent)
"Authorised signatory"	means an officer/member of the Organisation possessing the necessary power to enter the Organisation into the Agreement	"Defects Liability Period"	means, if the Capital Award is less than one hundred thousand pounds (£100,000), the period of six (6) months commencing from the Date of Practical Completion and if the Capital Award is more than one hundred thousand pounds (£100,000) the period of twelve (12) months commencing from the Date of Practical Completion
"Award"	means the grant(s) referred to in of the award letter awarded to assist in financing the provision of the Facility	"Duration of the Project"	means the total number of months (rounded up) between the commencement date of the construction of the Facility specified in the award letter, the date for completion of the construction of the Facility specified in the award letter, and the agreed period of revenue funding for the project if this has been granted to the Organisation.
"Capital Award"	means capital grant referred to in Section A of Paragraph 1 of the Award letter	"Facility"	means the facility/equipment/land in respect of which the Capital Award is made as specified in the award letter.
"Capital Project Delivery Plan"	means the plan prepared by the Organisation setting out the aims, objectives, responsibility and timescales relating to the planning, project costs, development construction, project management and all funding of the Facility as agreed between the Funders and the Organisation and referred to in the award letter	"Grant Management Plan"	means the plan proposed by the Organisation relating to payment frequency cash flow and cost and project reporting requirements in relation to the construction of the Facility as agreed with Sport England and referred to in the Award Letter.
"Carry Forward Monies"	means in relation to any month during the Duration of the Project, the accumulated Agreed Monthly Instalment less the accumulated payment/s to date.	"Invoice/s"	means those invoices submitted each month for the Duration of the Project by the Organisation for those costs incurred which are not covered by the Supervising Officer's Certificate.
"Certificate of Completion of Making Good Defects"	means the certificate issued at the end of the Defects Liability Period by the Supervising Officer confirming that the defects (if any) have been made good	"BLF"	means the Big Lottery Fund of 1 Plough Place London EC4A 1DE
		"Operational Business Plan"	means the plan prepared by the Organisation relating to the financial and operational management and marketing of the Facility as agreed between the Funders and the Organisation and referred to in of

	the award letter as amended from time to time
"Organisation"	means the organisation to which the Award is made
"Project Monitor"	means the organisation appointed throughout the construction and design period by the Funders to monitor the Facility and its construction and use on the Active England programme
"Project Year"	means each financial period following Practical Completion of the construction of the Facility in respect of which the Revenue Award is made.
"Retention"	means the retention required in accordance with paragraph 9 of the award letter to be retained by the Funders and paid to the Organisation in accordance with Condition 4.4
"Revenue Allocation"	means the revenue grant referred to in Section B of Paragraph 1 of the award letter
"Sport England"	means Sport England of Victoria House, Bloomsbury Square, London WC1B 4SE
"Supervising Officer"	means a suitably qualified architect, project manager, employer's agent or other officer employed by the Organisation to supervise or project manage the construction of the Facility.
"Supervising Officer's Certificate"	means the certificate issued each month for the Duration of the Project by the Supervising Officer specifying the amount due under the terms of the building or other contract at the date of such certificate
"Statement of Anticipated Total Project Costs"	means the statement of the anticipated total project costs signed by the Organisation and its quantity surveyor.
"Statement of Final Account"	means the statement of final account signed by the Organisation and the contractor confirming that the total project costs of the project have been agreed.
"the Funders"	means Sport England and BLF

## 2. Operation and Implementation

- 2.1. The Capital Award will be used solely towards financing the provision of the Facility or as may be agreed with Sport England in writing and the Revenue Allocation should be used solely for financing agreed revenue expenditure in accordance with the agreed Operational Business Plan and Grant Management Plan. Under no circumstances will either the Capital Award or the Revenue Allocation be used for any other purpose other than that stated in the Award letter.

- 2.2 The Organisation will not deposit any part of the Award outside ordinary business accounts within the clearing bank system, without prior written authorisation from the Funders.
- 2.3. The terms & conditions relating to the Award will apply only during the Clawback Period.

## 3. Accounting

The Organisation will keep full and proper accounts and records regarding the purchase construction in financial trading and use of the Facility. Any representative(s) or nominee(s) authorised by the Funders will be given access, at the Funders request, to these accounts and financial records and the Funders shall have the right to take copies of such accounts and records.

## 4. Payment

### (All Awards)

- 4.1 Save as otherwise agreed in writing by the Funders, the Funders shall pay the Award to the Organisation in accordance with this Condition 4.
- 4.2 The Award will be paid using Bankers Automated Clearing Services (BACS), or similar method, directly into a valid designated bank account. The Organisation will be sent remittance advice informing it of how much will be transferred into the Organisation's account and the date of transfer.

### (Capital Award)

- 4.3 For the Duration of the Project the Funders and the Organisation shall agree a monthly cashflow forecast using Form AE FCF.
- 4.4 The Capital Award (other than the Retention and the amount of the Award referable for the purchase of land) shall be paid out by monthly instalments against the Supervising Officer's Certificate and/or the Invoices provided that the amount paid out in any month shall not exceed the aggregate of the Agreed Monthly Instalment for that month and any Carry Forward Monies (if any) remaining unexpended from any previous month and provided that the Funders shall not pay out more than twenty five per cent (25%) of that part of the Award which relates to the construction/development of the Facility to the Organisation within the first two months of the Duration of the Project. To claim any part of the Capital Award (other than the Retention and the amount of the Award referable to the purchase of land) the Organisation will submit Form AE LP2 together with the Supervising Officer's Certificate and/or the Invoices as may be appropriate.
- 4.5 Subject to Condition 4.5.3 the Funders shall pay the Retention to the Organisation as follows;
- 4.5.1 One half of the Retention shall be paid on receipt of:
- the Certificate of Practical Completion (or equivalent);
  - the Statement of Anticipated Total Project Costs; and
  - Form AE LP7
- 4.5.2 The remaining half of the Retention shall be paid on receipt of:
- the Certificate of Completion of Making Good Defects;
  - the Statement of Final Account/final certificate; and
  - Form AE LP8.

4.5.3 If the Statement of Anticipated Total Project Costs and/or the Statement of Final Account/final certificate is less than the Award the Funders reserves their right not to make payment of any part of or all of the Retention and to reduce the amount of the Award accordingly.

4.5.3.1 If the Statement of Final Account/final certificate is not received by the Funders within three (3) months of the expiry of the Defects Liability Period, the Funders reserve their right not to make payment of the remaining half of the Retention in accordance with Condition 4.5.2 and to reduce the amount of the Award accordingly.

4.6 If the Organisation fails to claim all or any part of the Capital Award in accordance with this Condition 4 the Funders shall be entitled to retain all or any part of the Capital Award not claimed by the Organisation and reduce the amount of the Capital Award accordingly.

4.7 Subject to Condition 4.4 if the Facility includes provision for the purchase of equipment the Organisation shall submit the Invoice for the purchase of equipment together with the **Schedule of Equipment, Form AE LP5**, to show the cost of each item, the number of items being purchased and the total purchase price. The Capital Award will only be made available in advance of purchase where normal terms of sale (settlement within 30 days) do not apply and payment must be made with order or on delivery. In such circumstances the Organisation shall attach to Form AE LP5 a copy of the order or pro forma invoice confirming the payment terms. The Organisation shall supply the receipted sales invoices immediately after taking delivery of the equipment.

4.8 Subject to Condition 4.4 when the Facility includes the purchase of land the Organisation shall provide the Funders with a copy of the Land Valuation and Surveyor's Report of the proposed project site. Subject to the Funders approval for the purchase of land for the project, the Organisation shall submit a copy the Invoice of the final cost, including reasonable legal fees. The claim **Form AE LP4** shall be submitted after completion of the purchase. However, if the monies are required in advance of completion, payment will be made on submission of the Invoice and **Form AE LP4** accompanied by the written notification by the solicitor acting for the Organisation of the proposed completion date and the details of the client account number, the name of the bank and the sort code, together with an undertaking from him/her addressed to the Funders:

4.8.1 that pending completion the Capital Award monies paid will be retained in his/her firm's client account on trust for the Funders;

4.8.2 that the Capital Award monies paid will be used only towards the completion of the purchase of the property specified in paragraph 1 above by the Organisation and;

4.8.3 that if not so applied towards the completion of the purchase of the property within three days of the notified completion date the Capital Award monies paid shall be returned to the Funders immediately together with all accrued interest.

4.8.4 When the purchase has been completed the final cost should be confirmed by submitting a certified copy of the property transfer.

(Revenue Allocation)

4.9 The Organisation must submit a Revenue Project Financial Breakdown (**Form AE3**) showing the anticipated expenditure for each financial period covered by the revenue allocation against which payment will be made. Income and expenditure must be against agreed budget headings and will be subject to the Funders approval.

(All Awards)

4.10 The Funders shall be entitled to suspend or stop payment of the Award in the following situations.

4.10.1 when any of the events set out in Condition 12.1 has occurred and is continuing or is not capable of being remedied.

4.10.2 whilst investigations are being carried out into any matter that might result in the Organisation being required to repay all or any part of the Award.

4.10.3 where the Award has been terminated in accordance with Condition 12.1.

4.10.4 where after considering the purpose of the Award (as stated in the Award letter), in the Funders reasonable opinion, further payment of the Award would not constitute good value for money. However the Funders will continue to pay the Award to the extent that the Organisation has contracted for goods and services and it is not practically possible to cancel such arrangements.

4.10.5 where the conditions set out in 15.2 cease to prevail and the Funders reasonably determines that it has insufficient funds available to it to continue with the payment of the Award to the Organisation.

4.10.6 where any of the events set out in Condition 8.1.1 or 8.1.2 has occurred.

4.11 The Organisation shall repay to the Funders any part of the Award incorrectly paid to it as a result of an administrative error including (without limitation) where either an incorrect value of the Award has been released or where the Award has been released in error before all applicable award terms and conditions have been complied with by the Organisation.

## 5. Monitoring, Review & Reporting

5.1. Upon two days notice any representative(s) of or nominee(s) authorised by the Funders will be allowed access to the Facility and the equipment documents contracts and records relating to it and allowed to monitor and discuss with key members of staff any aspect of the construction or operation of the Facility.

5.2. The Organisation will co-operate and ensure that all information required by the Funders and/or the Project Monitor in relation to the Facility (including but not limited to site surveys, technical reports and calculations, minutes of site meetings, risk register, plans and specifications, bid packages and contract documents, project schedules and method statements, building tenders and permits, consents, licenses and authorisations) are provided without charge for the purpose of monitoring the progress of the construction of the Facility and its use.

5.3. The Funders will conduct a regular review of the construction of the Facility and the Funders will conduct a regular review of the operation of the Facility. **Form AE3** details the revenue projections for the project prior to, and following, the construction completion of the Facility. The Organisation agrees to respond promptly to any

questions raised by the Funders or their respective representatives.

- 5.4. Within three months of the end of the Project Year the Organisation will submit an annual report to the Funders (in addition to any other reports required) providing a detailed review of the operation of the Facility and a summary of achievement against targets and a statement of grant expenditure certified by either an auditor with qualifications in accordance with the Companies Acts or the Head of the Internal Audit department of the Local Authority or the Public Body.
- 5.5. The Funders will use the annual review to assess whether (i) the Organisation is in breach of any terms or condition of the Award and/or is failing to operate and run the Facility satisfactorily (ii) the financial controls and management of the Award by the Organisation are inadequate (iii) there is some other material default or deficiency on the part of the Organisation in relation to the Facility. If any of these matters arise the Funders shall notify the Organisation of the concern(s) in question and require evidence and/or undertakings from the Organisation that it will immediately act to remedy the position to the Funders satisfaction within thirty days of the date of such notice or such other period as the Funders may specify.
- 5.6. The Organisation shall keep records of the number of users and other beneficiaries of the project in respect of which the Award is made and such other information as the Funders shall require from time to time.

## **6. Construction/Development of the Facility**

- 6.1 The Facility will be constructed in a good and workmanlike manner in accordance with the agreed specifications/schedule of provision and the Capital Delivery Plan specified in the award letter which will not be altered without the prior written consent of the Funders;
- 6.2 The construction/development of the Facility will be supervised throughout by a qualified architect, surveyor or engineer;
- 6.3 Where the Facility which involves or may involve public works contracts of £3,236,542 or such other sum as may be determined to be the threshold for such contracts under EU procurement law and as amended by statutory instrument from time to time or more, and/or public services contracts of £129,462 or such other sum as may be determined to be the threshold for such contracts under EU procurement law and as amended by statutory instrument from time to time or more;
  - 6.3.1 The Organisation warrants that it has complied with and will comply with all relevant EU law on public procurement, including without limitation the Public Works Contracts Regulations 1991 and the Public Services Contracts Regulations 1993, as if the Organisation were a "contracting authority" as defined in these regulations;
  - 6.3.2 The Organisation shall promptly supply the Funders with such information as the Funders may from time to time require evidencing the Organisation's compliance with such regulations;
  - 6.3.3 In the event that the Funders has reasonable cause at any time to believe that the Organisation has not complied with these regulations all Award monies already paid shall become repayable to the Funders on demand.
- 6.4 If, during the construction/purchase of the Facility, there is a change to the purpose of the Facility (as stated in the Award letter), the ownership of the Facility or the legal identity of the Organisation, a new award application must be submitted to enable the Funders to reconsider

the Award. While the new application is being considered, no payments of the Award will be made and any payments made or liabilities incurred by the Organisation in respect of the Facility shall be at their sole risk and expense. In the event of the Award being rescinded, the Funders shall, in its sole discretion, be entitled to demand a full or partial refund of any payments of the Award already made.

## **7. Management & use of the Facility**

- 7.1. The arrangements for management and community use of the Facility will be as agreed with Sport England and will not be changed throughout the Clawback Period without the prior agreement of the Funders.
- 7.2. The Organisation undertakes to use its best endeavours to manage and operate the Facility in accordance with the aims, objectives, targets, and timescales set out in the Operational Business Plan.
- 7.3. The Organisation shall at all times throughout the Clawback Period:
  - 7.3.1. keep the Facility in good repair and undertake all things as may be necessary to ensure its proper maintenance;
  - 7.3.2. take out and keep in force a comprehensive policy of insurance with reputable insurers to cover the Facility against all usual risks (including third party public employee and occupiers liability in connection with the use of the Facility and any activities carried out thereon) to its full replacement value, and a copy of the current policy and evidence of premium payment shall be provided to the Funders prior to the commencement of the construction of the Facility and thereafter at any time upon the Funders request;
  - 7.3.3. Save as otherwise agreed in writing by the Funders, the Organisation shall take out and keep in force insurance against public liability risks in a sum of not less than £5million;
  - 7.3.4 make and operate satisfactory arrangements for the safekeeping of the equipment purchased with the aid of the Award. If any such equipment is lost or otherwise unavailable for its intended use the Organisation will replace it as soon as reasonably practicable at no cost to the Funders;
  - 7.3.5 comply with all statutory requirements and other laws and regulations relating to the construction and operation of the Facility, including without limitation all relevant health, safety and employment laws and regulations.
  - 7.3.6 save as otherwise agreed in writing by the Funders and operate the Facility in accordance with the Operational Business Plan.
- 7.4. No-one will be denied access to use the Facility on grounds of disability, race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion.

## **8. Mortgage Disposal, Lease, or Change of use of the Facility**

- 8.1. Subject to the terms of any charge(s) to which the Funders shall previously have consented the Facility or any part of it may only be sold, transferred, leased or otherwise disposed of, or cease to be used for the purposes previously approved by the Funders, with prior written approval of the Funders. Such approval shall, in part, be conditional upon the provisions of the following

paragraph being satisfied. The Organisation agrees to give written notice to the Funders a reasonable period before it enters into any such sale, transfer, lease, disposal or change of use or any agreement for the same.

8.1.1. if sold or transferred, the Organisation shall ensure that the sale or transfer will be at full market value; such valuation to be assessed by an independent surveyor experienced in the valuation of sporting facilities and approved in writing by the Funders. An appropriate proportion of the proceeds (determined by the Funders by reference to the proportion of the original Facility purchase and construction cost met by the Award and taking account of the period of use) will be surrendered to the Funders unless otherwise agreed in writing in advance by the Funders;

8.1.2. if leased, or otherwise disposed of, or ceases to be used for the sports purposes approved by the Funders, the market value of the Facility will be assessed by an independent surveyor approved in writing by the Funders and an appropriate proportion of such value (determined by the Funders by reference to the proportion of the original purchase and development cost of the Facility met by the Award and taking account of the period of use) will be surrendered to Sport England on demand unless otherwise agreed in writing in advance by the Funders.

8.2. The Facility is not and will not be subject to any mortgage, debenture, pledge, loan or legal charge secured upon the whole or any part of it, and will not be subject to any lien or other encumbrance which affects or will affect any part of the Facility during the Clawback Period without the prior written agreement of the Funders which consent at present only extends to the existing or proposed change(s) referred to in the award letter.

## **9. Distributable Profit**

If at any time within the Clawback Period the operation of the Facility realises a distributable profit, or contributes to the Organisation's overall distributable profit, the Funders must be notified within 28 days of the date that the Organisation's accounts are published. An appropriate proportion (to be determined in its sole discretion by the Funders) of this profit shall be paid to the Funders within six months of the date of publishing of the accounts. For the purposes of these Conditions "distributable profit" realised by the Facility shall be ascertained in accordance with generally accepted accounting principles and standards in the United Kingdom.

## **10. Branding**

10.1. The Organisation agrees that during the Clawback Period it will officially recognise and promote the financial contribution provided by the Funders.

10.2. Where the construction period is scheduled to last for more than 4 months, the Organisation agrees to either include the Funders logo on the main site board or to erect a temporary site board supplied by the Funders. Once installed it is the responsibility of the Organisation to maintain the board to a satisfactory condition and ensure that it does not constitute a safety hazard.

10.3. The Organisation will arrange an official opening ceremony for the Facility within a reasonable period after completion of the Facility, which the Funders may attend. The Organisation will liaise with the Regional Development Manager of Sport England assigned to the Application to agree a date of and the arrangements for the opening ceremony.

10.4. The Organisation will not issue any public release nor hold any press conference about the Award or the Facility without prior approval of the Funders.

10.5. The Funders shall have the right to promote its association with the Facility and the Organisation and a licence without charge to use the name and image of the Organisation and the Facility and the right to disclose information concerning the Facility and the Organisation to third parties while remaining sensitive to situations where confidentiality is a significant issue.

## **11. Miscellaneous**

The Organisation warrants that:

11.1. all financial and other information concerning the Organisation comprised in the Application or otherwise disclosed to the Funders, is to the best of its knowledge and belief, true and fair;

11.2. the Organisation shall take reasonable steps to obtain value for money when it acquires goods and services in connection with the project in respect of which the Award is made by obtaining quotations or applying competitive tendering unless there are overriding reasons why this would be inappropriate. The Organisation must generally comply with European Union Rules on procurement.

11.3. the Organisation 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 Organisation meeting its obligations in connection with the Award or the ability of the Organisation to grant the Marketing Rights under this Agreement.

11.4. the Organisation is not under any contractual or other restriction within its own or any other organisations rules, regulations or otherwise which may prevent or materially impede meeting their obligations in connection with the Award;

11.5. the Organisation is not aware of anything in its own affairs, which it has not disclosed to the Funders or any of their respective advisers, which might reasonably have influenced the decision of the Funders in making the Award on the terms contained in the Agreement;

11.6. since the date of the last accounts there has been no change in the financial position or prospects of the Organisation.

## **12. Suspension and Termination**

12.1. Without prejudice to the Funders other rights and remedies, the Funders will have the right at any time during the Clawback Period to terminate this Agreement forthwith or suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as the Funders will in their absolute discretion determine and (in either case) to require the full amount of Award released to the Organisation (or such other sum as the Funders may require) to be repaid to the Funders on demand, and/or any future payments be stopped, if:

12.1.1. the Organisation ceases to operate for any reason or becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or enters into any arrangement or composition for the benefit of its creditors;

12.1.2. there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;

- 12.1.3. in the reasonable opinion of the Funders the Organisation fails to apply any part of the Award for the intended purpose;
- 12.1.4. where the Organisation fails to complete the construction of the Facility by the date specified in paragraph 6 of the Award Letter;
- 12.1.5. within the Clawback Period, the Organisation fails to comply with or breaches any term or condition of the Award;
- 12.1.6. in the reasonable opinion of the Funders, any assurance given or information contained within the Application or other documents submitted by the Organisation to the Funders was completed fraudulently, incorrectly or misleadingly in any material particular;
- 12.1.7. the Organisation or any of its employees or persons acting under the control or authority of the Organisation have acted fraudulently or negligently so as to have a material effect on the completion of the development or management of the Facility.

12.2. If the Funders choose to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of provisions of Condition 12.1 above, or indicates its intention to remain in default of any such provision, the Funders may terminate this Agreement immediately upon notice in writing to the Organisation.

### 13. Deficits/Surplus

13.1. If at any time the total expenditure for the Facility is found to exceed the estimated amount stated in paragraph 1 there will be no corresponding increase in the Award.

13.2. If the award includes for the payment of VAT and the applicant subsequently recovers it then the Funders reserves the right for the VAT previously paid on grant claims to be returned to Sport England. The reclaimed VAT must be refunded to Sport England within 30 days.

13.3. The Funders will (i) if the final total allowable expenditure is less than the expenditure agreed in paragraph 1 of the award letter or (ii) if the aggregate funding obtained for the Facility, particularly from sources of public grants exceeds its cost, review the amount of the Award. The Award shall be reduced or a refund of part of the Award shall be repayable as determined by the Funders in its absolute discretion (taking into account any reduction of the Award pursuant to Condition 4.5.3) but such reduction or refund shall not exceed the amount of the underspend.

13.4. The Organisation shall inform the Funders in writing as soon as practicable of any offers of funding for the Facility or the project covered by the Revenue Award which may be received from any other source at any time where this duplicate all or part of the Award and any Additional Income received in relation to such project e.g. interest on Award monies. The Funders reserve the right to require the Organisation to repay a proportion of the Award which has received duplicate funding or additional income.

### 14. Exclusion of Liability/Indemnity

14.1. The Funders and their respective employees agents and offices and the Project Monitor will not at any time be liable:

14.1.1. to any person or the Organisation or anything in connection with the development planning construction operation and/or administration of the Facility

14.1.2. to the Organisation for any loss or damage arising directly or indirectly as a result of the Compliance by the Organisation with the terms and conditions of this Award, the Capital Delivery Plan or the Operational Business Plan

14.1.3. to the Organisation for any loss or costs arising from a failure by the Funders to pay any part of the Award within agreed timescales caused by the Funders not having access to sufficient funds to meet grant payments at the time the Organisation requests payment"

14.2. The Organisation will indemnify and hold harmless the Funders and their respective employees, agents, officers or sub-contractors with respect to all claims of, and liability to, third persons for injury, death, loss, or damage of any type arising out of or in connection with the Facility and any activities carried out thereon except where such injury, death, loss or damage have resulted from the negligent act or omission of the Funders. In this latter connection, the Organisation agrees to provide prompt notice to the Funders of any such claim, and Sport England shall have the sole right to control the defence of any such claim.

### 15. Sport England and BLF Funding

15.1 The Organisation acknowledges that payment of the Award can only be guaranteed whilst (i) the Funders remain entitled to receive and distribute funds on the same or substantially the same terms as exist at the date of this Agreement and (ii) the Funders having access to sufficient funds to meet grant payments at the time of the Organisation requesting payment of the Award provided that the Funders will notify the Organisation as soon as it becomes aware of possibility of any of these situations arising and shall not cease payment of the Award less than one year after the date of such notice.

15.2 The Funders reserve the right to amend the terms of the Award upon notice to the Organisation if such entitlement and/or the terms on which it is made available to the Funders materially alter and/or if required to do so pursuant to or in order to comply with the National Lottery etc. Act 1993 (or an amendment thereto) and/or any directions issued under that Act or by government in relation to Exchequer Funding.

### 16. Law and Jurisdiction

The construction, validity, and performance of this Agreement shall be governed in all respects by English law and subject to the non-exclusive jurisdiction of the English Courts. The parties undertake to each other to use their best endeavours wherever possible to resolve any dispute, which may arise under this Agreement amicably.

### 17. Assignment

17.1. The Funders shall be entitled, on prior written notice to the Organisation, to assign or transmit the benefit and the burden of this Agreement to any successor body of Sport England or the Big Lottery Fund.

- 17.2. Except as provided in clause 17.1 and 17.2, a person who is not party to this Agreement has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17.3. The Organisation shall from time to time, on being required to do so by the Funders, do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the Funders as the Funders may reasonably consider necessary for giving full effect to this Agreement and securing to it the full benefit of the rights, powers and remedies conferred upon it in this Agreement.

