

**INDIVIDUAL GRANT FUNDING AGREEMENT
GRANT OFFER LETTER**

Grantor:	LTA Tennis Foundation, a charitable company limited by guarantee (Company No 08087723; Charity No 1148421), with registered office at The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ
Grantor contact/details:	Alex Venables alex.venables@lta.org.uk
Grant Recipient:	South Somerset District Council(on its own behalf and on behalf of its successor authority SOMERSET COUNCIL) Civic Offices Brympton Way, Yeovil BA20 2HT
Grant Recipient contact/details:	Nathan Turnbull Nathan.Turnbull@SouthSomerset.gov.uk
Project:	The renovation of park tennis courts and provision of gate access systems across 3 sites under Call Off Contracts as approved by Us, further details of which are set out in the attached Schedules as Individual Site-Specific Works.
Total Price/s:	██████████
Grant:	██████████, payable subject to and in accordance with this Agreement.
<p>Grant Offer. We hereby offer You the Grant, subject to Your agreement to, and compliance with, the terms of this Grant Agreement (consisting of this Grant Offer Letter, the Standard Grant Terms and Conditions at Annex 1 and the Tennis Terms and Conditions at Annex 2, and the Schedule/s). If You wish to accept the Grant, please arrange for the duplicate of this letter to be signed and dated as indicated below.</p> <p>Condition (in respect of each Individual Site-Specific Works). No part of the Grant shall be paid or payable in respect of any Individual Site-Specific Works unless the relevant legally binding Call Off Contract (as applicable and in the form previously submitted to and approved by Us), under which the Contractor agrees to undertake the relevant Individual</p>	

<p>Site-Specific Works for the applicable Price, is delivered by You to Us within 42 days of the date of this Agreement, or such longer period as We may agree in writing.</p>	
<p>Words and terms used in this Grant Offer Letter, Annex 1, Annex 2 and any Schedule shall bear the meanings set out in Annex 1.</p>	
<p>SIGNED by an authorised signatory for and on behalf of LTA Tennis Foundation</p>	<p>Signed:</p> <p>Print Name: Mark Fisher Position: Head of Facilities Date: 21/12/22</p>
<p>SIGNED and AGREED by an authorised signatory for and on behalf of South Somerset District Council</p>	<p>Signed:</p> <p>Print Name: Tim Cook Position: Locality Manager Date: 27/02/23</p>
<p>SIGNED and AGREED by an authorised signatory for and on behalf of Ilminster Town Council</p>	<p>Signed:</p> <p>Print Name: Position: Date:</p>

ANNEX 1

Standard Grant Terms and Conditions

Definitions

- 1) In these Standard Grant Terms and Conditions, and this Grant Agreement:
- a) **Agreement** or **Grant Agreement** means the Grant Offer Letter and its Annexes and Schedule/s as specified in the Grant Offer Letter;
- b) **Asset** means any asset that is to be purchased, renovated or developed using Grant funds, including equipment or fixed assets;
- c) **Call Off Contract** means a legally binding agreement (made, unless agreed otherwise with Us in writing, pursuant to the provisions of a Framework Agreement) made between You and a Contractor for the provision of Individual Site-Specific Works, for an agreed Price, in respect of a Site indicated in a Schedule to this Grant Agreement;
- d) **Compact** means the document entitled “The Compact – The Coalition Government and civil society organisations working effectively in partnership for the benefit of communities and citizens in England”;
- e) **Completion** means satisfactory completion of the Individual Site-Specific Works in accordance with terms of the applicable Call Off Contract (as applicable);
- f) **Condition Precedent** means the Condition indicated in the Grant Offer Letter;
- g) **Contractor** means the contractor appointed by You in accordance, unless agreed otherwise with Us in writing, with any Framework Agreement and pursuant to any Call Off Contract, to undertake Individual Site-Specific Works identified in a Schedule to this Grant Agreement, as such Individual Site-Specific Works are more particularly specified in such Schedule and the applicable Call Off Contract;
- h) **DCMS** means the Department for Digital, Culture, Media & Sport, which is providing grant funding to the Grantor in relation to the renovation of park tennis courts in Great Britain and which the Grantor is using to support the provision of onward grants to local authorities;
- i) **Event of Default** is defined in clause 24 of this Annex 1;
- j) **Financial Irregularity** includes, regardless of the amount, any fraud, other impropriety, or mismanagement in relation to the Grant or the Project, including the use of the Grant for purposes other than the Project;
- k) **Financial Year** means the period running from 1 April in one year to 31 March in the following year;
- l) **Framework Agreement** means each of the separate framework agreements entered into among (1) The Football Foundation, (2) LTA Operations Limited and (3) each Contractor, pursuant to which each Call Off Contract will be entered into between You and the relevant Contractor (and Framework Agreement shall be construed accordingly), as applicable;
- m) **Grant** means the grant payable by Us to You, as set out in the Grant Offer Letter, under the terms of the Grant Agreement;
- n) **Grant Offer Letter** means the letter from Us to You offering You a Grant for the Project;
- o) **Grant Recipient Contribution** means the sum, in respect of any Call Off Contract, which You have agreed to contribute towards the applicable Price, as indicated in the relevant Schedule;

- p) **Individual Site-Specific Works** means the main works or gate access works so identified in any Schedule to this Grant Agreement;
- q) **Information Acts** means the Freedom of Information Act 2000, the Data Protection Act 2018, the UK General Data Protection Regulation (the retained EU law version of the GDPR (EU 2016/679), as transposed into UK law by the Data Protection, Electronic Communication and Privacy (EU Exit) (Amendments etc) Regulations 2019), and the Environmental Information Regulations 2004;
- r) **Intellectual Property Rights** means all copyright, patents, trademarks, database rights, design rights, goodwill, know-how and all other intellectual property rights, whether registered or unregistered, in any part of the world;
- s) **LTA Operations** means LTA Operations Limited (company No 07475460) with registered office at The National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ;
- t) **Managing Public Money** means the guidance issued by the Treasury in August 2015 concerning the proper use of public funds, and includes any subsequent updates to that guidance from time to time;
- u) **Operator** has the meaning set out in paragraph 7 of Annex 2;
- v) **Parties** means You and Us, and each a **Party**;
- w) **Price** means the sum indicated as payable by You to the Contractor in any original Call Off Contract and applicable Schedule to this Grant Agreement for any Individual Site-Specific Works identified therein;
- x) **Project** means any project described in the Grant Offer Letter;
- y) **Site** means the site on which any Individual Site-Specific Works are to be carried out relating to any Project, as indicated in the Schedule;
- z) **Site-Specific Special Conditions** means the additional conditions with which the Grantee is obliged to comply in connection with and/or at the Site, as set out in the relevant Schedule/s to this Agreement;
- aa) **Standard Obligation Period** has the meaning set out in paragraph 1 of Annex 2;
- bb) **State Subsidy Rules** means the subsidy and control principles of the UK-EU Trade and Co-operation Agreement 2020 and other treaty obligations in connection with state subsidies set out in HM Government's Technical Guidance on the UK's international subsidy control commitments;
- cc) **We** (and **Grantor**) means LTA Tennis Foundation, as further specified in the Grant Offer Letter, and **Us** and **Our** shall be construed accordingly;
- dd) **You** (and **Grant Recipient**) means the organisation that We are giving the Grant to, and **Your** shall be construed accordingly.
- 1A) In these terms and conditions the word 'including' shall be understood as meaning 'including without limitation'.

Duration

- 2) This Agreement shall commence on the date on which the Grant Offer Letter has been signed by both Parties and, subject to earlier termination in accordance with its terms, shall continue in force, in respect of each Site, until the end of the Standard Obligation Period relating thereto.

Provision of Grant

- 3) The Grant shall be paid by Us in accordance with clauses 8 and 9, and upon the terms and subject to the conditions of this Grant Agreement and provided always that You shall pay, direct to the applicable Contractor, any Grant Recipient Contribution towards the applicable Price.
- 4) The Grant must be used solely for the purposes set out in the Grant Offer Letter and must not be applied other than in accordance with the terms of this Grant Agreement. You must not make any change to any Individual Site-Specific Works, or agree any change to any Price, without Our prior written agreement.
- 5) Each Grant payment made by Us must only be used by You to offset the corresponding Price payment in respect of which the Grant payment has been made, and not for any other purpose whether relating to the Individual Site-Specific Works or otherwise.

VAT

- 6) You may only claim costs which are net of VAT recoverable by You from HM Revenue and Customs.
- 7) You acknowledge that the Grant is not consideration for any taxable supply to Us for VAT purposes. In the event VAT is held to be chargeable, all Grant payments made by Us to You shall be deemed to be inclusive of any VAT, and You understand that Our obligation does not extend to paying You any amounts in respect of VAT in addition to the Grant.

Payment of Grant

- 8) You acknowledge that the amount specified in the Grant Offer Letter is the maximum amount of Grant that We will pay and that this amount will not be increased as a result of any overspend or otherwise (including an increase in a Price in respect of any Call Off Contract), except with Our explicit prior written agreement to such an increase in the amount of Grant. You will promptly repay any money incorrectly paid to You by Us, either as a result of an administrative error or otherwise.
- 9) You shall, unless We and You agree otherwise, apply the Grant Recipient Contribution to the first and any subsequent instalments of the Price/s until the Grant Recipient Contribution is exhausted. Thereafter, We shall pay You the Grant in instalments corresponding to payments of the Price/s as they fall due and as follows:
 - a) for main works, within 10 days of notice by the contract administrator that such proportion of the applicable Price is due for payment in accordance with the terms of the relevant Call Off Contract; and
 - b) for gate access works, within 10 days of the later of (i) presentation of the Contractor's invoice and (ii) the Site being active on the Clubspark booking system.

Accountability

- 10) You remain responsible for compliance with the conditions of this Grant Agreement in relation to the entire Grant, regardless of whether You work in partnership with another organisation or individual, or delegate any part of the delivery of the Project.
- 11) You shall ensure that, prior to payment by Us of any part of the Grant, the applicable works have been carried out in accordance with the relevant Call Off Contract.

Monitoring and Reporting

- 12) You shall, at Our request, provide Us with such information, explanations and documents as We may reasonably require in order to determine whether the conditions of this Grant Agreement have been complied with.
- 13) If You experience financial or other difficulties which may have a material impact on the effective delivery of the Project You must notify Us as soon as possible so that, if possible and without creating any legal obligation, We will have an opportunity to provide assistance in resolving the problem or take action to protect the Grant funds.
- 14) You must comply with (and provide reasonable assistance to Us in connection with Our compliance with) all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to You and Us.
- 15) You must permit (and comply with) any surveys of management controls and systems, including audit reviews, as may be reasonably required by us or DCMS.
- 16) The systems in place to govern the Grant funding should be appropriate to the size of Your organisation, the level of the Grant, risk to the public funds provided and cost of the review. These arrangements may be reviewed by Us and/or DCMS in line with HM Treasury's Public Sector Internal Audit Standards.
- 17) In respect of the Project Progress Meetings (as defined in the Framework Agreement), which are to be held in accordance with the terms of the Framework Agreement (an extract of the relevant details for which will be provided to You), You must:
 - a) where Your attendance at a Project Progress Meeting is compulsory: ensure that Your appointed representative attends the Project Progress Meeting;
 - b) where Your attendance at a Project Progress Meeting is optional: upon Our request, ensure that Your appointed representative attends the Project Progress Meeting;
 - c) where a Project Progress Meeting is held on an ad-hoc basis: upon Our request, call the Project Progress Meeting;
 - d) provide Us with such information, explanations and documents as We may reasonably require, including meeting minutes;
 - e) take such action following a Project Progress Meeting as We may reasonably require, at Your sole cost and expense.

Financial Management and Controls

- 18) You must maintain to Our satisfaction an appropriate system of financial management and control, and in particular You must:
 - a) pay the Grant into a bank account in Your name, which must be an ordinary business bank account, and use the Grant solely for payment to each appropriate Contractor in accordance with this Agreement;
 - b) keep separate, accurate and up-to-date records of the receipt and expenditure of the Grant funds You receive, and ensure all invoices, receipts, accounting records and other documents relating to the use of the Grant are kept for a period of at least seven years after the last payments financed by this Grant;
 - c) introduce and maintain a sound administration and audit process and system of internal controls, including formal procedures and processes for the identification and management of risk including safeguards against fraud, theft, waste or any other impropriety or mismanagement in connection with the administration of the Grant, and ensure that the system is reviewed as part of an external audit of Your accounts;

- d) comply with such other relevant guidance on the administrative practices relating to the expenditure of public funds as notified by us or DCMS;
- e) ensure that all officers, employees and other persons engaged or consulted in connection with this Agreement know that they must avoid conflicts of interest. You must establish formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning this Agreement, and to be excluded from any discussion or decision making relating to the matter concerned.

Accounts

- 19) You must keep proper books of accounts for the Project. You must open Your accounts in relation to the Grant and the Project to inspection by the Comptroller and Auditor General if requested for the purposes of any examination, under section 6(1) of the National Audit Act 1983, of the economy, efficiency and effectiveness with which You have used Your resources.
- 20) We, DCMS and persons authorised by Us or DCMS, as well as the Comptroller and Auditor General, his staff at the National Audit Office and agents and advisers (the "NAO") may examine such documents as We or they may reasonably require which are owned, held or otherwise within Your control in relation to the Grant and the Project, and may require You to produce such oral or written explanations as We or the NAO may reasonably consider necessary in that respect. You must ensure that Your employees, agents and contractors produce such explanations.

Change of use

- 21) You shall notify Us and DCMS of any proposed change of use or disposal of any park tennis court renovated with Grant monies, and shall in any event comply with Your obligations under Annex 2 in respect of ongoing usage and maintenance of any such park tennis court.

Fraud

- 22) You will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010.
- 23) If You have any grounds for suspecting Financial Irregularity in the use of any part of the Grant or in relation to the Project, You must notify Us immediately, and, where appropriate the police. You must explain to Us what steps are being taken to investigate the suspicion, and keep Us informed about the progress of the investigation. Any grounds for suspecting Financial Irregularity includes what You, acting with due care, should have suspected as well as what is actually proven.

Termination, Withholding and Repayment of Grant

- 24) Either party may terminate this Agreement in respect of any Individual Site-Specific Works and any Grant payments relating thereto in the event that the Condition Precedent in respect of such Individual Site-Specific Works is not met by You.
- 25) An Event of Default occurs if:
 - a) You are in breach of a Call Off Contract or a Call Off Contract is terminated before Completion;
 - b) You are in material breach of this Grant Agreement; and, in the case of a breach capable of remedy, have failed materially to remedy such breach within 30 days of written notification by Us of such breach;

- c) You have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable, and have failed materially to remedy any such failure within 30 days of written notification by Us of such failure;
- d) any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material and which, had the correct position been known to us, would reasonably have led Us to decide not to award the Grant, and You have been unable to resolve our concerns within 30 days of our written notification of them;
- e) any of the following circumstances arise:
 - i) there is a reasonable concern over Your ability to operate as a going concern (financial stability);
 - ii) You do not have adequate experience, staff, systems in place to deliver the programme effectively in a reasonably timely manner (ability to deliver);
 - iii) there are reasonable issues with or lack of internal control or governance procedures (governance and controls);
 - iv) there are reasonable concerns over processes or approach to safeguarding (safeguarding);
 - vi) You are in material breach of clause 68;
- f) You fail to cooperate with DCMS' and Our reasonable due diligence process and to respond to all reasonable requests for information in a timely manner;
- g) You fail to implement reasonable actions to redress issues or measures identified during the due diligence process, in the timescales agreed;
- h) You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;
- i) You cease to operate and/or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation, and such cessation or change means that You are no longer committed to the Project;
- j) before the end of the Standard Obligation Period You:
 - i) are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
 - ii) pass a resolution to wind up Your business other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;
 - iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; or
 - iv) are subject to the appointment of a receiver, administrator or liquidator; or
 - v) are unable to pay Your debts as they fall due within the meaning of section 123 of the Insolvency Act 1986;
- k) You receive funding from any other source for the Project except any Grant Recipient Contribution/s as specified in this Agreement;
- l) You are involved in illegal activity in Your administration of the Project;

- m) You take, without reasonable cause, any actions in relation to the Project which are likely to bring Our name or reputation, or that of DCMS or the wider government, into disrepute, or which pose a risk to public money, and have been unable materially to resolve our reasonable concerns within 30 days of notification by Us of such concerns.
- 26) If an Event of Default occurs, We may, at Our discretion:
 - a) require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine), by issuing a demand for repayment. Prior to issuing such a demand, We may give You an opportunity to rectify such breach or occurrence, and delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or
 - b) terminate this Grant Agreement or, at our discretion, this Agreement in respect of any Site or Sites to which the Event of Default relates by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.
- 27) We may retain or set off any sums You owe to Us (whether because of repayment required under clause 26) or otherwise) against any sums due from Us to You under this Grant Agreement or any other agreement We have with You.
- 28) In the event of breach by You of any obligation under Annex 2, the clawback provisions in paragraph 9 of Annex 2 shall apply.
- 29) Any termination of this Grant Agreement (in whole or in part) is without prejudice to any other rights or remedies of the Parties under this Grant Agreement, and such provisions of this Agreement which expressly or by implication survive termination or at law and will not affect any accrued rights or obligations of the Parties at the date of termination.

State Subsidies

- 30) You will maintain appropriate records of compliance with the State Subsidy Rules and will take all reasonable steps to assist Us to comply with the same and respond to any proceedings or investigations into the activities funded by the Grant by any relevant court or tribunal of relevant jurisdiction or regulatory body. We may vary or suspend any or all payments of the Grant and/or require repayment of the Grant already paid, together with interest earned by You from the date of payment, if We are required to do so as a result of any part of the Grant, or the wider grant offered to us under Our agreement with DCMS, failing to comply with the State Subsidy Rules.

Procurement

- 31) Unless agreed otherwise with Us in writing, any Individual Site-Specific Works undertaken by You with Grant monies shall be undertaken by means exclusively of a Call Off Contract or Call Off Contracts, with a Contractor or Contractors appointed under a Framework Agreement to provide works of that kind.

Prompt Payment

- 32) You must comply with the Government's Prompt Payment Code and therefore endeavour to make all payments to contractors etc. from Grant money paid under this Grant Agreement (and also the Grant Recipient Contribution/s) by the agreed date or within 30 days if no date is specified, with the exception of any payments that are disputed by You.

Compliance with the law

- 33) You must comply with all applicable statutory requirements, law and regulations of the United Kingdom in relation to the Project and the use of the Grant, including in particular relevant health and safety law, laws prohibiting any form of discrimination, and the Information Acts.
- 34) You must comply with, and must use all reasonable endeavours to ensure that Your activities comply with, the Equality Act 2010. When services are provided by or through this Grant, You shall ensure that due regard is given to the need to:
- a) eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Equality Act 2010;
 - b) advance equality of opportunity between people who share a protected characteristic and those who do not share it; and
 - c) foster good relations between people who share a protected characteristic and those who do not share it.
- 35) You shall comply in all material respects with, and must use all reasonable endeavours to ensure that Your activities comply in all material respects with, all applicable environmental laws and regulations in force in relation to the Project. Where services are provided by or through this Grant, You shall:
- a) perform the activities funded by the Grant in accordance with DCMS's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of consumer single-use plastics, ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment;
 - b) pay due regard to the use of recycled products, so long as they are not detrimental to the Project or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling; and
 - c) take all possible precautions to ensure that any equipment and materials used pursuant to the Project do not contain chlorofluorocarbons, halons or any other damaging substances. You shall endeavour to reduce carbon and fuel emissions wherever possible.
- 36) You will notify Us of any change to Your constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into Your activities or those of Your staff or officers or volunteers.

Publicity

- 37) We may acknowledge Your involvement in the Project and Your receipt of the Grant without prior notice to You.
- 38) You shall cooperate fully with Us as We may reasonably require in the issue of press releases in relation to the Project, and shall acknowledge Our support and that of DCMS on court signage in a form indicated by Us.

Variation of the terms and conditions

- 39) No amendment, waiver or variation of any of the terms and conditions of this Agreement will be valid or effective unless made in writing (which shall not include e-

mail) and signed by or on behalf of the Parties (in manuscript or via an appropriate electronic signature platform, such as DocuSign).

Assignment and Assignation

- 40) This Agreement is personal to You and You shall not, without Our prior written consent, assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of Your rights and obligations under this Agreement.
- 41) You must notify Us if a Contractor requests Your consent to assign, transfer, sub-contract or in any other way make over to any third party the benefit and/or the burden of the Call Off Contract. You must not grant or withhold such consent without Our prior written approval.

Third party rights

- 42) No person who is not a party to this Agreement will have any right under the Contracts (Rights of Third Parties) Act 1999 or the Contract (Third Party Rights)(Scotland) Act 2017 to enforce any term of the Agreement.

Joint and several liability

- 43) If You are not a company nor an entity with a distinct legal personality, the individuals who enter into and sign this Grant Agreement on Your behalf shall be jointly and severally liable for Your obligations and liabilities arising under this Grant Agreement.

No partnership or agency

- 44) This Grant Agreement shall not create any partnership or joint venture between You and Us, nor any relationship of principal and agent, nor authorise either Party to make or enter into any commitments for or on behalf of the other Party.

Waiver

- 45) No failure or delay by either Party to exercise any right or remedy under this Grant Agreement shall be construed as a waiver of any other right or remedy.

Freedom of Information and Data Protection

- 46) You must observe Your obligations respectively under the Information Acts and under the common law duty of confidentiality and shall comply with all applicable laws, regulations, best practice and codes of practice relating thereto (and shall notify Us immediately of any significant departure from such legislation, regulations or codes).
- 47) You hereby acknowledge that DCMS is subject to requirements under the Information Acts. Where requested by Us, You will provide reasonable assistance and cooperation to Us and DCMS to assist Us and DCMS with compliance with Our information disclosure obligations.
- 48) At Our request, You will provide Us with all such relevant documents and information relating to Your data protection policies and procedures as We may reasonably require.

- 49) You acknowledge that DCMS, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may be required to disclose information concerning You and this Agreement.
- 50) We will take reasonable steps to notify You in good time of a request for information to the extent that it is permissible and reasonably practical for Us to do so but (notwithstanding any other provision in this Agreement) DCMS will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts, having however had due regard to any representations You may make.
- 51) You agree that You are the data controller of any personal data processed by You pursuant to the Project, as those terms are defined in the Information Acts in force at the relevant time. You will comply fully with the Information Acts to the extent that they are applicable to You.
- 52) You agree that We may share reasonable details of the Grant and the name of Your organisation with DCMS and the UK Government and that such details may appear on the Government Grants Information System database which is available for search by other funders.

Notices

- 53) All notices, invoices and other communications relating to the Grant Agreement must be in writing and in English and must be served by hand, pre-paid registered first class post or by email on the other Party:
 - a) at the address indicated in the Grant Offer Letter for that Party; and
 - b) at the email address indicated in the Grant Offer Letter for that Party.
- 54) A Party may change its address or email address by giving notice in accordance with clause 55).
- 55) Notices will be deemed to be delivered:
 - a) if delivered by hand, on receipt, unless it is delivered on a day which is not a working day or after 3pm on a working day, in which case it is deemed to have been received at 10am on the next working day;
 - b) if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting;
 - c) if sent by email, on the date of delivery, unless it is sent on a day which is not a working day or after 3pm on a working day, in which case the email is deemed to have been received at 10am on the next working day.

Governing Law and resolution of disputes

- 56) Each Party will at all times act with utmost good faith towards the other and must at all times co-operate fully with the other party.
- 57) Both Parties must attempt in good faith to negotiate the settlement of any dispute arising out of or in connection with the Grant Agreement without delay.
- 58) The Grant Agreement is governed and construed in accordance with the law of England and the Parties hereby submit to the exclusive jurisdiction of the English Courts.
- 59) Both Parties will use their best endeavours to uphold the principles and undertakings of The Compact.

Whole agreement

- 60) The Grant Agreement sets out the entire agreement between the Parties in relation to the Project specified in the Grant Offer Letter. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing, on the subject matter of the Grant Agreement.

Liability

- 61) Nothing in the Grant Agreement limits either Party's liability for:
- a) personal injury or death which is caused by that Party's negligence;
 - b) fraud or fraudulent misrepresentation; or
 - c) any other matter in respect of which liability cannot, by applicable law, be limited.
- 62) Our liability to You is limited to the payment (subject to the terms of this Grant Agreement) of the Grant. Subject to clause 61) and the provisions of this Grant Agreement, We accept no liability for any consequences, whether direct or indirect, that may come about from You running the Project, the use of the Grant or from withdrawal of the Grant except where such withdrawal is in breach of this Grant Agreement. We will not be liable to any third party with whom You have entered into any contract for the provision of goods and services to You for the Project, or to whom You have delegated in relation to the Project.
- 63) You shall be responsible for all claims, demands, actions, costs, expenses, losses, damages and all other liabilities which may arise from Your actions and/or omissions (or those of Your sub-contractors) in relation to the Project and shall effect such insurances as may be required or are customarily obtained.
- 64) You also acknowledge that DCMS shall have no liability to You for any consequences, whether direct or indirect, that may come about from You running the Project, the use of the Grant or from withdrawal of the Grant.
- 65) You further acknowledge and agree that The Football Foundation shall not be liable to You in respect of any matter relating to the procurement or delivery of the Project and The Football Foundation's involvement in the Project has been solely to facilitate the procurement of contractors and appointing LTA Operations Limited to act as its agent in so doing.
- 66) You enter into any Call Off Contract at Your own risk. We assume no responsibility, by entering into this Agreement or otherwise, for the suitability of any Contractor or Call Off Contract, or the performance by any Contractor of its obligations thereunder.

Authorisations

- 67) Each Party makes the following representations and warranties to and for the benefit of the other:
- a) its obligations under the Grant Agreement are legal, valid, binding and enforceable;
 - b) all authorisations and consents necessary to enable it to enter into and perform its obligations under this Grant Agreement have been obtained;
 - c) the person or persons signing this Grant Agreement are duly authorised to sign on its behalf;

- d) it shall be responsible for the acts and omissions of its officials and employees acting on its behalf in relation to the Agreement; and
- e) it has the power to enter into, deliver and perform its obligations as set out in this Grant Agreement; and (in Your case) You hold all licences and consents which may be necessary to do so.

The Parties agree that it is their intention to be legally contractually bound by this Grant Agreement.

Code of Conduct for Recipients of Government General Grants

- 68) You acknowledge that by signing the Grant Offer Letter You agree to take account of the Code of Conduct for Recipients of Government General Grants, which includes ensuring that Your representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

You shall immediately notify Us if You become aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

ANNEX 2

Tennis Terms and Conditions

1) **Periods during which these obligations apply**

The following table shows which Standard Obligation Period applies to any Site.

<i>Category</i>	<i>Grant funding amount/type of Site-Specific Works</i>	<i>Standard Obligation Period end date</i>
A	Gate access works only (ie no other works)	The date falling 5 Years after Completion of the final Individual Site-Specific Works relating to that Site
B	Repainting works only (ie no other works)	The date falling 10 years after Completion of the final Individual Site-Specific Works relating to that Site
C	Any works (not covered by categories A or B above)	The date falling 15 years after completion of the final Individual Site-Specific Works relating to that Site, unless the resurfacing and repainting works (as required in terms of paragraph 3 below) are carried out and completed after more than 10 years (from the start date of that 15 year period) and, in which case, the end date will be the date of completion of those resurfacing and repainting works

You shall meet the following requirements, in relation to any court/s in question and more widely as applicable, for at least the applicable Standard Obligation Period.

2) **Maintenance, Repair, Refurbishment and Use**

A court maintenance schedule shall be implemented to ensure that the:-

- Playing surface is kept clean to preserve its playing characteristics.
- Free drainage of surface water is maintained throughout the life of the court.
- Court looks attractive and well cared for at all times and achieves a reasonable life span.
- Court is kept to a standard that tennis can be played at all times.
- Signage is kept in good condition at all times.

These objectives shall be achieved by measures including:-

- Making repairs to (and replacing and/or renewing, as necessary) courts and nets as required to maintain the court playing characteristics at all times.
- Regular sweeping or vacuuming leaves and other debris from the surface.
- Periodic power washing of the surface.
- Applying both moss and weed killer when required.

Notwithstanding the involvement of the Contractor, You shall at all times retain ultimate responsibility, and be primarily liable, for the repair, maintenance and eventual replacement of the Assets.

You must ensure that the gate access systems are satisfactorily maintained. For the avoidance of doubt, You must not use the Grant or any part of it for this purpose.

You shall not during the Standard Obligation Period assign, sell, transfer, dispose of, license or otherwise part with any interest in the relevant Site without Our prior written approval which (if given) may be subject to one or more conditions, including the condition that any such successor agrees to be bound by the obligations in this Annex 2 for the remainder of the Standard Obligation Period.

3) Court Refurbishment and Replacement

- For all Sites in category B - To undertake as a minimum a repaint of the courts within the Standard Obligation Period to the standard of the works originally undertaken as part of the Project. However where identified seek to utilise income generation to resurface courts as required.
- For all Sites in category C – To undertake as a minimum a resurface and a repaint of the courts within the Standard Obligation Period to the standard of the works originally undertaken as part of the Project.

4) Digital Journey to Court: online booking

- Ensure all courts are available for public booking.
- Ensure all Your tennis venues, courts and activities are promoted on and accessible through LTA Play online booking using Clubspark (or any future LTA Operations-approved alternative booking system or aggregator). Booking access to be available through the LTA website and booking app.

5) Gate Access Systems (for a minimum period of 5 years)

- Ensure the gate access control system is operational at all times, completing any repairs as required with immediate effect or as soon as possible, where operational means that end-users of the tennis facility at the Site can access the facility remotely – ie, by enabling end-users to book the tennis courts via Clubspark (or the LTA's preferred booking system from time to time) and be provided with an access code remotely to allow the end-user to open the gate and gain access to the tennis facility using the access code.
- Ensure access codes are provided to users as per agreement with a gate supplier approved by Us. For the avoidance of doubt, You must not use the Grant or any part of it to purchase access codes or to pay any cancellation charge arising from any termination of any order/relevant Call Off Contract.
- Ensure that the gate access control system provides end users access to the courts remotely, both generating access codes and providing onward transmission to end users in order to open the gate.
- Ensure an annual service of the gate and access control system, including: (i) testing the keypad and replacing the batteries (or, in the case of premium gates which operate without batteries, testing the power supply); and (ii) checking the gate and access control system are operational, including the internal manual exit and self-closer function of the gate.

If You do not purchase the “Maintenance Programme” available from the applicable Contractor, You must obtain Our prior written approval of Your alternative maintenance programme (provided however that any such approval from Us shall not restrict or limit Your other obligations under this paragraph 5).

6) Sustainability and Pricing

- A pricing policy to be set by You across the courts owned or operated by You that is open and affordable to everyone, through a mix of free and charged provision which is appropriate to the local community, and the courts operated in a way that ensures sustainability.
- A charging model can help develop resources that can be re-invested into on-going maintenance and repairs and future court refurbishments. Using the features of Clubspark, charging can be flexible to include coaching, season ticket, be venue specific or court time specific to contribute to on-going costs/replacement.
- As a minimum there must be a clear sustainability plan that shows how court maintenance and replacement is funded by You over the Standard Obligation Period to meet the conditions in paragraphs 2 and 3 above.

7) Operating, Coaching, Free Park Activities & Competition Provision

- All tennis courts with tennis markings only (at the completion of refurbishment) to continue for the sole use of tennis post refurbishment.
- You shall appoint a designated person/department within Your organisation or an Operator to manage the courts and any associated tennis facilities, where “Operator” means an external third party organisation or independent coach approved by LTA Operations.
- You shall organise a quarterly meeting to review progress and data with LTA Operations and appointed Operators.
- Each park containing courts to be categorised as either available for booking of courts only or available for booking of courts and coaching activities and then operated accordingly.
- All parks containing courts to be attached to a Local Tennis League and You shall notify Local Tennis League participants and users of Your other sporting facilities (together “potential users”) before each launch accordingly (subject in each case to You having an appropriate marketing consent, and details of such launch date), including providing each potential user with the option to make the necessary consent to receive marketing and promotional materials from the LTA via e-mail;
- For all parks identified and categorised for coaching, You commit to working with LTA Operations to deliver a free tennis offer either through an Operator or a charity like Tennis For Free.
- You shall support the launch of all Sites following Completion of any Individual Site-Specific Works and thereafter may display promotional material relating to the LTA’s national tennis campaigns and promotions to increase opportunities to drive tennis participation.
- You shall display signage which promotes how players can access the courts and (in a form agreed with us in advance) recognises DCMS and LTA Tennis Foundation as project funders.
- You shall comply with the Site-Specific Special Conditions (if any) in respect of the Site.

8) Registration

Each venue to be registered for the Standard Obligation Period with LTA Operations (or its relevant group company) under its venue registration scheme, or replacement thereof. Registration to be free for the Standard Obligation Period.

9) Clawback in the event of non-compliance

You agree to notify us of any non-compliance with the terms of this Annex 2. In such circumstances, or if We become aware of any non-compliance, You agree to meet with us to seek to agree an appropriate way to remedy such non-compliance. If, however, such non-compliance continues for a period of more than 60 days, We are entitled to require You to repay the Grant paid under this Grant Agreement (increased in line with inflation using the Consumer Prices Index or any comparable successor index), or such part of the Grant as we consider appropriate in light of the non-compliance in question.

SCHEDULE 1

Individual Site-Specific Grant Details (Main Works)

Site name:	Ilminster Recreation Ground
Site address:	Canal Way, Ilminster TA19 9FE
Individual Site-Specific Works (main works) (scope and description):	<p>Power wash, apply moss / algae treatment and re-colour coat existing porous asphalt surfaces with water based acrylic paint with slip resistance of 60 wet or dry</p> <p>Apply water based acrylic binder coat to prepared existing asphalt surfaces</p> <p>Apply double court markings in white water based acrylic paint to prepared asphalt surfaces</p> <p>Power wash, apply moss treatment, pierce at 450m centres, fill pierced holes with pea shingle, vibration compact existing asphalt surface, application of bitumen emulsion 'tack' coat, installation of 25mm consolidated depth of 6mm asphalt surface course and application of two tone colour coating slip resistance of 60 wet or dry including raising existing pedestrian access gates</p> <p>Break out and dispose off site existing net post sockets and associated insitu concrete foundation and install new set of sockets including insitu concrete foundations, centre net anchor, net posts, nets and centre band</p> <p>Excavate to depth of 215mm and dispose of site, installation of geotextile membrane, 150mm depth aggregate sub-base Type 3 805, 40mm depth of porous binder course, 25mm depth of porous surface course</p> <p>Excavate to depth of 365mm and dispose of site, installation of geotextile membrane, 300mm depth aggregate sub-base Type 3 805, 40mm depth of porous binder course, 25mm depth of porous surface course</p> <p>Installation of a 1.2m x 2m Pedestrian Gate with sliding latch.</p>
Name of Contractor (if any):	Blakedown Sport and Play Ltd

Price:	██████████
Grant Recipient Contribution:	£0.00
Total maximum Grant:	██████████
Anticipated start date:	January 2023
Anticipated completion date:	31 st March 2023
Site-Specific Special Conditions (if any):	<p>Ensure listed as a Local Tennis League venue at all times on the LTA/LTL website</p> <p>Offer coaching activities</p> <p>Offer a weekly free tennis session</p> <p>Deliver a promotional open day</p>

SCHEDULE 1

Individual Site-Specific Grant Details (Gate Access Works)

Site name:	Ilminster Recreation Ground
Site address:	Canal Way, Ilminster TA19 9FE
Individual Site-Specific Works (gate access works) (scope and description):	<p>1 No. Bespoke gate and entrance with built in locking and door closer mechanism / 1 No. Gate modification cassette</p> <p>1 No. Codelocks Smart Lock with free to exit handle and key override</p> <p>1 No. Anti-Tamper strip</p> <p>1 No. Keypad Shroud</p> <p>1 No. Clubspark Connection Fee</p>
Name of Contractor:	CIA Fire & Security Limited
Price:	██████████
Grant Recipient Contribution:	██████████
Total maximum Grant:	██████████
Anticipated start date:	March 2023
Anticipated completion date:	March 2023
Site-Specific Special Conditions (if any):	

SCHEDULE 2

Individual Site-Specific Grant Details (Main Works)

Site name:	Yeovil Recreation Ground
Site address:	Yeovil BA21 4AE
Individual Site-Specific Works (main works) (scope and description):	<p>Apply double court markings in white water based acrylic paint to prepared asphalt surfaces</p> <p>Power wash, apply moss treatment, pierce at 450m centres, fill pierced holes with pea shingle, vibration compact existing asphalt surface, application of bitumen emulsion 'tack' coat, installation of 25mm consolidated depth of 6mm asphalt surface course and application of two tone colour coating slip resistance of 60 wet or dry including raising existing pedestrian access gates</p> <p>Break out and dispose off site existing net post sockets and associated insitu concrete foundation and install new set of sockets including insitu concrete foundations, centre net anchor, net posts, nets and centre band</p>
Name of Contractor (if any):	Blakedown Sport and Play Ltd
Price:	██████████
Grant Recipient Contribution:	£0.00
Total maximum Grant:	██████████
Anticipated start date:	January 2023
Anticipated completion date:	31 st March 2023
Site-Specific Special Conditions (if any):	Ensure listed as a Local Tennis League venue at all times on the LTA/LTL website

	<p>Offer coaching activities</p> <p>Offer a weekly free tennis session</p> <p>Deliver a promotional open day</p>
--	--

SCHEDULE 1

Individual Site-Specific Grant Details (Gate Access Works)

Site name:	Yeovil Recreation Ground
Site address:	Yeovil BA21 4AE
Individual Site-Specific Works (gate access works) (scope and description):	<p>Gate 01</p> <p>1 No. Bespoke gate and entrance with built in locking and door closer mechanism / 1 No. Gate modification cassette</p> <p>1 No. Codelocks Smart Lock with free to exit handle and key override</p> <p>1 No. Anti-Tamper strip</p> <p>1 No. Keypad Shroud</p> <p>1 No. Clubspark Connection Fee</p> <p>Gate 02</p> <p>1 No. Bespoke gate and entrance with built in locking and door closer mechanism / 1 No. Gate modification cassette</p> <p>1 No. Codelocks Smart Lock with free to exit handle and key override</p> <p>1 No. Anti-Tamper strip</p> <p>1 No. Keypad Shroud</p>
Name of Contractor:	CIA Fire & Security Limited
Price:	██████████
Grant Recipient Contribution:	██████████
Total maximum Grant:	██████████
Anticipated start date:	March 2023
Anticipated completion date:	March 2023
Site-Specific Special Conditions (if any):	

SCHEDULE 3

Individual Site-Specific Grant Details (Main Works)

Site name:	Severalls Park
Site address:	Crewkerne TA18 8JE
Individual Site-Specific Works (main works) (scope and description):	<p>Apply double court markings in white water based acrylic paint to prepared asphalt surfaces</p> <p>Power wash, apply moss treatment, pierce at 450m centres, fill pierced holes with pea shingle, vibration compact existing asphalt surface, application of bitumen emulsion 'tack' coat, installation of 25mm consolidated depth of 6mm asphalt surface course and application of two tone colour coating slip resistance of 60 wet or dry including raising existing pedestrian access gates</p> <p>Break out and dispose off site existing net post sockets and associated insitu concrete foundation and install new set of sockets including insitu concrete foundations, centre net anchor, net posts, nets and centre band</p> <p>Remove vegetation/growth and dispose off site</p>
Name of Contractor (if any):	Blakedown Sport and Play Ltd
Price:	██████████
Grant Recipient Contribution:	£0.00
Total maximum Grant:	██████████
Anticipated start date:	January 2023
Anticipated completion date:	31 st March 2023
Site-Specific Special Conditions (if any):	Ensure listed as a Local Tennis League venue at all times on the LTA/LTL website

	<p>Offer coaching activities</p> <p>Offer a weekly free tennis session</p> <p>Deliver a promotional open day</p>
--	--

SCHEDULE 3

Individual Site-Specific Grant Details (Gate Access Works)

Site name:	Severalls Park
Site address:	Crewkerne TA18 8JE
Individual Site-Specific Works (gate access works) (scope and description):	<p>Gate 01</p> <p>1 No. Bespoke gate and entrance with built in locking and door closer mechanism</p> <p>1 No. Codelocks Smart Lock with free to exit handle and key override</p> <p>1 No. Anti-Tamper strip</p> <p>1 No. Keypad Shroud</p> <p>1 No. Clubspark Connection Fee</p>
Name of Contractor:	CIA Fire & Security Limited
Price:	██████████
Grant Recipient Contribution:	██████████
Total maximum Grant:	██████████
Anticipated start date:	March 2023
Anticipated completion date:	March 2023
Site-Specific Special Conditions (if any):	