

The Council Offices, Brympton Way, Yeovil, Somerset, BA20 2HT
Telephone: (01935) 462462 Fax: (01935) 462188
Website: www.southsomerset.gov.uk

**Steve Joel - Assistant Director
Health and Well-Being**

Mr Andrew Davis
Principal
Huish Episcopi Academy
Wincanton Road
Langport
Somerset TA10 9SS

Date: 3rd February 2015
Your Ref:
Our Ref: J:6.3.14 Huish
Ask For: Steve Joel
Direct Line: (01935) 462278
e-mail: steve.joel@southsomerset.gov.uk

Dear Andrew

AWARD OFFER LETTER

I am writing to confirm that, subject to the terms and conditions set out in this Letter, the Award Agreement and the Standard Terms and Conditions of Award (together the '**Agreement**'), South Somerset District Council has agreed to Award Huish Episcopi Academy a **maximum capital grant of £290,172** towards an estimated total project cost of **£703,328** towards the construction of a 88m x 56m Third Generation (3G) Artificial Grass Pitch (with 60mm carpet pile) and the delivery of the aims and objectives of the Football Development Plan prepared as part of the Football Foundation application. The Award is provided on the basis that the facilities and the school playing fields will be available for community use.

Importantly this Award includes £20,508 of Capital Funding that South Somerset District Council has already provided to assist the Project to gain planning approval 14/00249/FUL.

The Award being offered to you may only be used by Huish Episcopi Academy solely towards financing your Project as agreed with South Somerset District Council.

Please find enclosed the following documents explaining the full details of your Award Offer, all of which you should read thoroughly prior to accepting the offer:

- Award Agreement
- Standard Terms and Conditions of Award
- South Somerset District Council Forms

If you have any questions about this letter, please contact me at the above address.

We look forward to continue to work with you to improve sporting facilities for both the school and the wider community.

Yours sincerely

Steve Joel
Assistant Director – Health and Wellbeing

Award Agreement

South Somerset District Council
(The Council Offices, Brympton Way, Yeovil, BA20 2HT)

And

Huish Episcopi Academy
(Wincanton Road, Langport, Somerset, TA10 9SS)

Date: 11th February 2015

Award Agreement

Award Agreement Contents

Financial Breakdown
Project Details
Project Objectives
Project Conditions
Publicity
Accepting your Award

In addition you will find attached the following forms:

Acceptance of Award Form
Tender Report
Bank Details Form
Monitoring and Evaluation Reporting Template
Capital Project Claim Form

The purpose and timescale for submission of these forms is detailed in the Capital Document Checklist.

Legally Binding Agreement

This Award Agreement, together with the Award Offer Letter and the Standard Terms and Conditions of Award will constitute a binding contract with South Somerset District Council when accepted by Westfield Academy.

It is important that you read and understand this document and the Standard Terms and Conditions of Award <u>before</u> you decide to accept your Award Offer.
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Accepting your Award

If you are satisfied with the details set out in the Agreement and wish to accept your Award Offer, then sign and return the **Acceptance of Award Form** enclosed, along with any other information requested, to **Lynda Pincombe, Community Health and Leisure Manager, South Somerset District Council, The Council Offices, Brympton Way, Yeovil, Somerset, BA20 2HT.**

1. Financial Breakdown

Award

South Somerset District Council is pleased to offer an Award of up to **£290,172** towards your expected Total Project Cost of **£703,328**. The Award consists of contributions from housing developments, known as Section 106 contributions, as follows:

Banked Section 106 Contributions

Award	Purpose for which award must be used	Source of funding
£384	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 06/02920/FUL & 11/02783/FUL (Lyddons Barn Farm)
£11,064	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 08/03775/FUL (Prigg Land)
£2,595	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 07/03984/FUL (Lightgate Lane)
£104,037	Construction of a 3G Artificial Grass Pitch	S106 contribution ref 07/03534/FUL (Old Kelways)
£3,846	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/04069/FUL (Laurel Farm)
£71,760	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 10/03541/FUL (Newtown)
£196,686		

The Banked Section 106 Contributions are available for the Organisation to claim all or any part of in accordance with the provisions of this Agreement.

It should be noted that £20,508 of Capital Funding provided by South Somerset District Council to assist the Project to gain planning approval 14/00249/FUL has been financed and paid from the following Banked Section 106 Contributions.

Source	Award	Expenditure	Remaining Balance
S106 contribution ref. 08/03775/FUL (Prigg Land)	£11,064	£7,381	£3,683
S106 contribution ref. 07/03984/FUL (Lightgate Lane)	£2,595	£2,595	£0
S106 contribution ref 07/03534/FUL (Old Kelways)	£104,037	£10,532	£93,505
	£117,696	£20,508	£97,188

Unbanked Section 106 Contributions

Award	Purpose for which award must be used	Source of funding
£4,181	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 11/02448/FUL (Bartletts Elm)
£22,491	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 10/03245/OUT (Town Farm)
£21,816	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 09/01861/FUL (Yandles Garage)
£10,532	Construction of a 3G Artificial Grass Pitch	S106 contribution ref 10/03704/FUL (Northfield)
£14,667	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/01232/FUL (Old Kelways)
£1,769	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 12/04885/FUL (Hayes End)
£3,832	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/02239/FUL (St Michael's Gardens)
£1,286	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/02709/OUT (Heal Lane)
£2,760	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 12/04897/OUT (Water Street)
£2,786	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/00314/OUT (Land west of Newtown)
£7,638	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/02474/OUT (Coat Road)
£938	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 13/03663/FUL (West Street)
£1,126	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 12/01501/OUT (Home Farm)
£646	Construction of a 3G Artificial Grass Pitch	S106 contribution ref. 14/03788/FUL (Combe Hill)
£96,486		

In summary this provides a total of **£290,172** towards the project, consisting at the date of the Award of **£193,686** of Banked Section 106 Contributions and **£96,486** of Unbanked Contributions towards the Construction of a 88m x 56m 3G Artificial Grass Pitch as specified on the site of the existing Huish Episcopi Academy red-gra pitch.

It is important for the Organisation to recognise in deciding to accept the Award Offer that South Somerset District Council will only be in a position to pay claims from Section 106 Contributions when those contributions have been banked by South Somerset District Council. The timing of these payments from housing developers is subject to trigger clauses within the Section 106 Agreement for each particular development and in particular, the rate at which new

dwellings are sold and occupied. These “trigger” points may only be reached on these developments some years from now.

The Organisation must consider the risk associated with Unbanked Contributions in the current economic climate. There are a number of variables that can affect these monies being received by the Council, for example, in the event that schemes are proven to be unviable, some of the contributions listed may be the first obligations to be discharged if a developer submits a Discharge of Planning Obligations application.

Accordingly South Somerset District Council cannot provide any indication of when such contributions will be received and be available to be claimed in all or any part by the Organisation in accordance with the provisions of this Agreement. In accepting this Award Offer and determining when you proceed with the execution of the Project (with or without the prior written consent of South Somerset District Council) you do so entirely at your own risk and expense.

Breakdown of Costs

The Award will be used solely towards financing the following costs of the Project.

	£s
Pitch Construction	529,477
Fees	60,955
Contingency (5%)	26,474
Irrecoverable VAT	55,522
Total AGP Costs	672,428
Lump Jump / Triple Jump Replacement Provision	30,900
Total Project Costs	703,328

Partnership Funding

Confirmed Partnership Funding including your own contribution to the Project amounts to **£413,156**

	£s	%
Football Foundation	302,408	43.0%
Huish Academy	110,748	15.7%
Total Partnership Funding:	413,156	58.7%

The South Somerset District Council contribution amounts to 41.3% of the Project Funding.

South Somerset District Council reserves the right to retain **10%** of the Capital Funding until such time as your Project reaches a stage of Practical Completion in accordance with Clause 6 of the Standard Terms and Conditions of Award.

Use of Award

The Award will be used solely towards financing the costs of the Project in accordance with the terms and conditions set out in the Agreement. In particular, your attention is drawn to the obligations under conditions 2 and 3 of the Standard Terms and Conditions of Award as to the operation and implementation of the Award and the accountability of your Organisation as to expenditure of the Award.

2. Project Details

Project Outline

The Award is granted to assist Huish Episcopi Academy in financing the provision of a Third Generation (with 60mm pile) artificial grass pitch that will be available for community use. The project comprises:

- 88m x 56m Artificial Grass Pitch with 60mm 3G surface
- Fencing
- Acoustic noise barrier
- Flood lighting
- Goal storage area
- Maintenance machinery storage area
- Spectator area
- Car parking
- Landscaping

Project Specifications

88m x 56m Artificial Grass Pitch with 60mm 3G surface.

As per the attached outline specification and associated drawings attached as Appendix A.

As per the conditions relating to planning approval 14/00249/FUL.

3. Project Objectives/Requirements

The success of your Project will be measured by the progress achieved in the delivery of the Football Development Plan (Version 8 – 5th November 2014) detailed in Appendix B, prepared as part of your application to the Football Foundation. You will be required to provide an submit annual progress reports against the targets for the first five years of operation to South Somerset District Council.

Project Specific Requirements

You will ensure that your Project complies with the following specific Award obligations and objectives:

Your objectives are listed below:

Within the first two years of opening:

- **Hours of Operation** - Assess the potential and apply if feasible to extend the maximum hours of operation permitted by Planning Approval 14/00249/FUL to extend Community Use and improve financial performance.

Throughout the life of the facility:

- **Community Use** – The Organisation will make the Facility available for Community Use for the maximum hours permitted by Planning Approval 14/00249/FUL or any subsequent amendment throughout each year for a minimum of 48 weeks, subject to where maintenance, repair or programmed replacement is required and where the circumstances are such that it would be unreasonable to make the Facility available (in whole or in part).
- **Competitive Football Use** - To prioritise the use of the Artificial Grass Pitch for the provision of competitive community football and the delivery of the Football Development Plan.
- **Football and Sports Development** - To operate a structured programme of football and sports development by providing opportunities for beginners, people wishing to improve their sporting skills through coaching and competition programmes, and training for players coaches and officials.
- **Charges and Fees** - Ensure that the scale of charges and fees are affordable for all parts of the community to maximise access, involvement and participation.
- **Renewals and Replacement Plan** - Maintain a rolling twelve year fully costed Renewals and Replacement Plan (RRP) for the new facilities, updated as a minimum every two years and submitted to the District Council.
- **Annual Sinking Fund Payment** - Review the annual sinking fund payment each year and increase where necessary to keep pace with inflation and the cost of reasonable technology enhancements over time, providing always that the sinking fund has sufficient monies to meet the requirements of the Renewals and Replacement Plan.
- **Sinking Fund** - Within 2 months of the end of the Organisation's financial year to transfer not less than £16,500 to the Sinking Fund and thereafter at the end of each subsequent Financial Year to pay into the Sinking Fund a sum of not less than £16,500 and use all monies (including any interest) in the Sinking Fund solely towards the direct cost of renewing or replacing the major components over the life the facility including the carpet, dynamic base, equipment, fencing, sports lighting, re-lining of pitch and re-lamping sports lighting.

For avoidance of doubt, Sinking Fund means an interest bearing account set up by the Organisation for the Facility and which is separate from the Organisation's own money.

- **Day to Day Repairs and Planned Preventative Maintenance** - Monies within the Sinking Fund may not be used or allocated for Day to Day Repairs and Planned Preventative Maintenance. The Organisation will ensure that not less than £6,000 is available each Financial Year solely for Day to Day Repairs and Planned Preventative Maintenance items including the application of herbicide spray and moss killers, rubber crump top-up, drag brushing on at least a weekly basis, de-compactions on a half yearly basis, condition reports on general condition of the artificial carpet / dynamic base every two years, inspection of joints, seams and markings. A copy of condition reports for the Facility shall be provided to SSDC within 14 days of receipt.
- **Specialist Contracts** - To ensure the Facility and its associated equipment are kept in good repair and condition and free from of all defects and to rebuild renew and replace wherever necessary the Organisation will enter into specialist contracts with reputable contractors for the servicing inspection and maintenance at appropriate intervals of any Renewal, Replacement, Day to Day Repair and Planned Preventative Maintenance items and to produce copies of such contracts to the SSDC on request

- **Financial Sums** - The annual sum to be paid into the Sinking Fund and allocated for Day to Day Repairs and Planned Preventative Maintenance shall be subject to review by SSDC every two years from receipt of the condition survey and 12 year rolling Renewal and Replacement Plan.
- **Compliance** - Within 14 days of receiving a written request from the SSDC the Organisation shall provide such evidence as SSDC requires, ensuring the provisions of these conditions are being fully and properly complied with.
In the event that there is a shortfall in the Sinking Fund due to the Organisation improperly withdrawing monies or not paying monies into the Sinking Fund or for some other reason then immediately upon receipt of notice from SSDC the Organisation will pay into the Sinking Fund such shortfall.

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Throughout the Clawback Period:

- The Organisation agrees that the facilities under its management will participate within the South Somerset District Council Passport to Leisure scheme, providing at least a 25% concession to holders based on published prices. The level of concession will not be increased by SSDC during the Clawback Period.
- The Organisation's Playing Pitches will be made available on a booked basis for Community Use throughout the year subject provided at all times their condition will not unreasonable impact upon the requirements of the Organisation to use them for curriculum purposes.

Progress Measures

Your Organisation will be measured by the detailed KPIs developed through your application. You will be required to submit a progress report every 6 months and KPI data for the duration of the project.

4. Project Conditions

The Award is subject to the Standard Terms and Conditions of Award attached. In addition, the Award is also subject to the specific requirements and conditions set out in this section 4 (the '**Project Conditions**'), which the Organisation agrees to observe and perform. In the event that, in the reasonable opinion of South Somerset District Council, there is a failure or unacceptable delay in complying with all or any of the Project Conditions, South Somerset District Council reserves the right in its absolute discretion to terminate the Agreement forthwith.

South Somerset District Council is not required to make payment of all or any part of the Award until all the Project Conditions set out in this section 4 have been fulfilled to South Somerset District Council's satisfaction. South Somerset District Council shall not under any circumstances be liable for costs incurred by you in complying or attempting to comply with any or all of the Project Conditions. You should therefore note that if you incur any cost in attempting to satisfy any of the Project Conditions, but fail to comply with them, no Award shall be paid to you. You will therefore have incurred costs but will not be entitled to receive the Award.

Similarly, if you proceed with the purchase of property, goods or services before the fulfilment of the Project Conditions (or without the prior written consent of South Somerset District Council) you do so entirely at your own risk and expense.

Conditions to be fulfilled

You shall be required to fulfil all of the following general conditions to South Somerset District Council's approval as stated below:

- The construction of the Facility is to be completed by 1st April 2016.

- The Award is secured in line with Clause 17 of the Standard Terms and Conditions of Award.

Payment Conditions

1. Payment of all or any part of the Capital Funding shall be conditional upon your fulfilment of the following requirements by the dates stated:

Condition	Date Required
<p>1. The following forms are satisfactorily completed and submitted to the agreement of South Somerset District Council:</p> <ul style="list-style-type: none"> - Acceptance of Award Form - Bank Details Form 	<p>Within 3 months of receipt of the Award offer letter.</p> <p>Before first payment</p>
<p>2. The following additional items of information are satisfactorily completed and submitted to the agreement of South Somerset District Council:</p> <ul style="list-style-type: none"> - Written confirmation (including the minutes from relevant meeting) from the Huish Episcopi Academy Trustees agree to: <ul style="list-style-type: none"> 1. Incorporate provisions from this Agreement into the new AGP and School Playing Fields into the existing Shared Use Agreement (SUA) and extend the current term of the SUA 31st March 2021 for a further period of 21 years to 31st March 2042 in recognition of the Award. 2. That that AGP funded by this Award will be available for community use for the maximum hours permitted by Planning Approval 14/00249/FUL throughout the year, excluding the Christmas period. - A rolling twelve year fully costed Renewals and Replacement Plan (RRP) for the new facilities including details of sinking fund arrangements. - Written notification of commencement of the project. - Submission an annual report to South Somerset District Council providing a detailed review of the operation of the Facilities and a summary of achievements against targets/KPIs. 	<p>Within 3 months of receipt of the Award offer letter and prior to first payment.</p> <p>Prior to last payment</p> <p>Prior to first payment</p> <p>Every 12 months from the commencement of the project for a period of 5 years following practical completion.</p>
<p>3. In the event that all the project contingency funding is not required, to deliver the Project, then SSSDC's funding contribution will decrease on a pro-rata basis unless otherwise agreed in writing.</p>	<p>Final payment</p>
<p>4. The Long Stop Date for the completion of construction and development of the Facility is the end of September 2016.</p>	

5. Publicity

It is important for you and South Somerset District Council to maximise publicity relating to the success of the Project. To achieve this we expect you to:

Arrange an official opening ceremony for the Facility within a reasonable period after completion of the Facility, at which South Somerset District Council must be invited to send representatives. You should contact Lynda Pincombe (Community Health and Leisure Manager), to agree a date of and the arrangements for the opening ceremony.

Display appropriate South Somerset District Council signage. You will be required to have a permanent South Somerset District Council sign displayed (to be provided by South Somerset District Council).

Continuously promote 'a facility grant aided by SSDC' branding within all marketing and promotion material for the Project in accordance with Condition (12) of the Standard Terms and Conditions of Award.

Continuously promote the Project in accordance with Condition (12) of the Standard Terms and Conditions of Award.

6. Accepting your Award

Please ensure that you read and understand the **Award Offer Letter**, the **Award Agreement** and the **Standard Terms and Conditions of Award**.

You have **3 months** from the date of the Award Offer Letter to accept the Award Agreement and Standard Terms and Conditions of Award. After this 3-month period this offer will lapse unless valid and acceptable reasons are given for the delay before the end of this period and South Somerset District Council agrees in writing to extend it. If this offer lapses, the Award Offer will be regarded as having been automatically withdrawn. Please note that **NO** agreement comes into existence between South Somerset District Council the Organisation unless and until the above documentation has been duly completed and received by South Somerset District Council.

Next steps

When South Somerset District Council has received all of the duly completed forms and documents requested within this Award Agreement it can process the Award. Payments of the Award will be made and distributed subject to the terms and conditions of the Agreement

We look forward to hearing from you. Lynda Pincombe will remain your point of contact for any queries. If there is any part of the Award Agreement that is unclear, please contact Lynda for assistance on 01935 462614.

Capital Document Checklist

Should you wish to accept your Award Offer you will need to complete the following items and return them to South Somerset District Council unless otherwise stated:

Title	Description	South Somerset District Council to receive
Terms and Conditions	Before accepting your award read through the terms and conditions thoroughly. By accepting the award you are entering into a legally binding contract.	_____
Acceptance of Award Form	This form enters you into a contract and confirms that everything submitted with your acceptance is true, correct and you accept the terms and conditions.	3 months from the date of the Award Offer Letter
Tender Report	When completing a capital project at least three competitive tenders for the provision of the facility must be obtained. This form should be completed when the tenders have been received and assessed.	Already provided.
Project Contacts Form	This form must be completed by you and sent back to South Somerset District Council with your acceptance of award form	With Acceptance of Award Form
Bank Details Form (BACS)	This form must be completed by you and returned to South Somerset District Council with your acceptance form.	Already provided.
Interim Claim Form	This is the first payment request form that you need to fill in. The Final retention form does not need to be sent until you are requesting the final payments of the project.	For 1 st and subsequent grant instalments (not final payment)
Final Capital Claim Form	This form must be completed and submitted on Completion of the project to claim the <u>final</u> instalment of the grant.	When claiming final grant instalment
Project Reporting Template	This form provides you with the format of reporting we require on the project every 3 months and enables consistent reporting across all projects with the appropriate KPI framework.	Every 3 months from project start date until Practical Completion

Standard Terms and Conditions of Award

1. This document contains the Standard Terms and Conditions of your Award.

Definitions

For the purposes of these Award Terms and Conditions and the accompanying Award Offer Letter and Award Agreement the following expressions shall have the meanings respectively ascribed to them:

'Agreement'	Means the contractual arrangements set out in the Award Offer Letter, the Award Agreement and these Standard Terms and Conditions of Award;
'Annual Review'	Means that review described in condition 3.2;
'Authorised Signatory "	Means an officer/member of the Organisation possessing the necessary power and authority to sign and enter the Agreement on behalf of the Organisation;
'Award'	Means the total amount of the grant(s) referred to in the first paragraph of the Award Offer Letter awarded to assist the Organisation to finance the Project;

'Award Agreement'	Means the basic contractual provisions relating to the Project for which the Award is made and as set out in the document entitled Award Agreement and sent with the Award Offer Letter;
'Award Offer Letter'	Means the award letter sent to the Organisation confirming the Award and enclosing the Award Agreement and Standard Terms and Conditions of Award;
'Capital Funding'	Means the Award as referred to in Section 1 of the Award Agreement that relates to Capital Funding and which funding is to be used for the purchase, construction or development of Facilities;
'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;
'Certificate of Practical Completion'	Means the certificate issued by the Supervising Officer upon practical completion of the works comprising the Project;
'Clawback Period'	Means the period of thirty six (36) years from the Date of Acceptance;
'Commencement Date'	Means the commencement date for the construction and/or development of the Facility as advised in writing by the organisation;
'Date of Acceptance'	Means the date upon which the Authorised Officer signed the Acceptance of Award form;
'Date of Practical Completion'	Means the date certified as such in the Certificate of Practical Completion;
'Defects Liability Period'	Means, if the 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 Award is more than one hundred thousand pounds (£100,000) the period of twelve (12) months commencing from the Date of Practical Completion;
'Duration of the Project'	Means the total number of months (rounded up) between the Commencement Date and the Long Stop Date;
'Facility'	Means the sporting facility/equipment/building in respect of which the Award is made as specified in Section 2 of the Award Agreement;
'In Principle Funding'	Means that element of funding identified as such in Part 1 of the Award Agreement;
'Invoices'	Means those invoices submitted by the Organisation for the duration of the Project for those costs incurred which are not covered by the Supervising Officer's Certificate;
'Lease'	Means the Lease of the Facility between the Organisation and Somerset County Council
'Long Stop Date'	Means the date by which the construction and/or development of the Facility is to be completed as set out in Section 4 of the Award Agreement;
'Material Change'	Means a substantive improvement in the financial position of the organisation; a change in ownership of the Organisation or a change to the nature or delivery of the Project Objectives, any of the foregoing of which may reasonably lead South Somerset District Council to conclude during the Annual Review that is, or is likely to be, a material increase or diminution in the organisation's level of financial need;
'Organisation'	Means the organisation to which the Award is made (sometimes referred to as "you" or "your", as the context requires, throughout this Agreement);

'Parties'	Means South Somerset District Council and the Organisation (each a "Party");
'Project'	Means the project to which the Award relates and as described in Section 2 of the Award Agreement;
'Project Measures'	Means those measures applicable to the Project Objectives as set out in Section 3 of the Award Agreement;
'Project Objectives'	Means those objectives set out in Section 3 of the Award Agreement which the Parties have agreed shall be applicable to the Project;
'Project Specifications'	Means those specifications for the Project as set out in Section 2 of the Award Agreement;
'Retention'	Means the monies to be retained by South Somerset District Council as set out in Section 1 of the Award Agreement, and where applicable, to be paid to the Organisation in accordance with condition 6.2;
'South Somerset District Council'	Means South Somerset District Council of the Council Offices, Brympton Way, Yeovil, BA20 2HT and sometimes referred to as "we", "us" or "our" (as the context requires) throughout this Agreement;
'Statement of Anticipated Total Project Costs'	Means the statement of the anticipated total project costs signed by the Organisation and its quantity surveyor or Supervising Officer;
'Statement of Final Account'	Means the statement of final account signed by the Organisation and the Supervising Officer confirming that the total project costs of the Project have been agreed;
'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 development/construction of the Facility;
'Supervising Officer's Certificate'	Means that document referred to in Condition 5.4.

2 Operation and Implementation

- 2.1** The Award will be used solely towards financing the Project in accordance with the details set out in Section 2 of the Award Agreement or as may be otherwise agreed in writing with South Somerset District Council. Without prejudice to the generality of the foregoing, the Organisation acknowledges and agrees that the Award may not in any circumstances be used (in whole or in part) towards redundancy payments or the like which South Somerset District Council does not recognise as Project costs.
- 2.2** The Organisation will co-operate fully with South Somerset District Council at all times in the implementation of the Project and will use its best endeavours to meet the Project Objectives.
- 2.3** Delivery of the Project will comply fully with the Project Specifications, the contents of which shall not be altered materially without the prior written consent of South Somerset District Council.
- 2.4** The Organisation will not deposit any part of the Award outside ordinary business accounts within the clearing bank system without prior written authorisation from South Somerset District Council.
- 2.5** The provisions of this Agreement will apply throughout the Clawback Period.
- 2.6** The Organisation will operate fair procedures in relation to any individuals who are either denied inclusion or who are removed for any reason from the Project. The Organisation will not exclude anyone from participating in the Project on the grounds of race, religion, colour, sex (except where the Project relates to participants of one gender only, for example,

women's football) occupation, disability or political persuasion other than in accordance with lawful justification or where positive discrimination is permitted.

- 2.7** The Organisation will comply with all statutory requirements and other laws and regulations relating to the implementation and development of the Project (including recruitment and participation), including without limitation, all relevant equal opportunities, anti-racism, child protection, human rights and health, safety and employment related laws and regulations and with such guidelines and/or codes of practice which South Somerset District Council may notify to the Organisation from time to time.

3 Accounting

- 3.1** The Organisation will keep full and proper accounts and records in respect of the implementation of the Project. Any representative(s) or nominee(s) authorised by South Somerset District Council will be given access, at South Somerset District Council's request, to these accounts and financial records. The Organisation shall provide such documentation and assistance as South Somerset District Council may reasonably require in order to undertake periodic reviews.

- 3.2** The Organisation will notify South Somerset District Council during the financial assessment of any interest earned on the Award and South Somerset District Council shall decide in its reasonable discretion whether such interest may be retained by the Organisation for specified use or whether it should be returned to South Somerset District Council's funds.

4 Payment – all Awards

- 4.1** Save as otherwise agreed in writing, South Somerset District Council shall pay the Award to the Organisation in accordance with the terms and conditions of the Agreement and without prejudice to the generality of the foregoing by reference in particular to Condition 2.1 and Section 1 and Section 4 of the Award Agreement.

- 4.2** The Award will be paid using Bankers Automated Clearing Scheme (BACS), or similar method, directly into the Organisation's bank account. The Organisation will be sent remittance advice informing it as to how much will be transferred into the account and the date of transfer.

- 4.3** If the Organisation fails to claim all or any part of the Award in accordance with the provisions of this Agreement South Somerset District Council shall be entitled to retain the Award or reduce the amount accordingly.

- 4.4** South Somerset District Council shall be entitled to suspend or cease payment of the Award in the following situations:

- 4.4.1** Upon the occurrence of any of the events set out in Condition 14.5 and such event is continuing or is not capable of being remedied;

- 4.4.2** 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;

- 4.4.3** Where the Award has been terminated in accordance with Condition 14.1;

- 4.4.4** Where, after considering the purpose of the Award, in South Somerset District Council's reasonable opinion, further payment of the Award would not constitute good value for money (provided that South Somerset District Council 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);

- 4.4.5** Where the conditions set out in 17.2 cease to prevail and South Somerset District Council reasonably determines that it has insufficient funds available to it to continue with the payment of the Award to the Organisation;

- 4.4.6** Where any of the events set out in Condition 11.1 or 11.2 has occurred.

- 4.5 The Organisation shall repay to South Somerset District Council 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 terms and conditions of the Agreement have been complied with by the Organisation.

5 Claiming Capital Funding

- 5.1 The following provisions of this clause shall apply to all Capital Funding:
- 5.2 The Organisation may not submit any claim for payment of all or part of the Award until it has provided a confirmed in writing the **project start date**.
- 5.3 The Award (other than the Retention) shall be paid out instalments to be agreed with South Somerset District Council 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 Monthly Instalment for that month. To claim any part of the Award (other than the Retention) the Organisation shall submit **the Interim Claim Form** together with the Supervising Officer's Certificate and/or the Invoices as may be appropriate.

6 Capital Funding – Retention

- 6.1 As set out in Section 1 of the Award Agreement a specified proportion of the Award referable to the Capital Funding shall be retained by South Somerset District Council (the "**Retainer**") and shall only be paid to the Organisation in accordance with Condition(s) [6] hereof.
- 6.2 Subject to Conditions 5.3 and 6.3 South Somerset District Council shall pay the Retention to the Organisation as follows;
- 6.2.1 One half of the Retention shall be paid on receipt of:
- 6.2.1.1 The **Certificate of Practical Completion** (or equivalent); and
- 6.2.1.2 The **Statement of Anticipated Total Project Costs** (this must be confirmed and signed by the Applicant and Quantity Surveyor);
- 6.2.2 The remaining half of the Retention shall be paid on receipt of:
- 6.2.2.1 The form **Final Claim Form**;
- 6.2.2.2 The **Certificate of Completion of Making Good Defects**;
- 6.2.2.3 The **Final Certificate** or signed **Statement of Final Account**.
- 6.3 In the event that the relevant figure set out in the **Statement of Anticipated Total Project Costs** and/or **the Statement of Final Account/final certificate** is less than the amount of the Award, South Somerset District Council reserves the right not to make payment of all or any part of the Retention and to reduce the amount of the Award accordingly.
- 6.4 In the event that South Somerset District Council does not receive the Statement of Final Account/Final Certificate within three (3) months of the expiry of the Defects Liability Period, South Somerset District Council reserves the right not to make payment of the remaining half of the Retention in accordance with Condition 6.2.2 and to reduce the amount of the Award accordingly.
- 6.5 If the Organisation fails to claim all or any part of the Award in accordance with this Condition 4 by the Long Stop Date South Somerset District Council shall be entitled to retain all or any part of the Award not claimed by the Organisation and reduce the amount of the Award accordingly.

7 Monitoring and Evaluation

- 7.1 The Organisation agrees to establish clear lines of communication with South Somerset District Council representatives to carry out this monitoring and evaluation requirement and to respond promptly to any questions raised during the monitoring process.

Progress monitoring

- 7.2 All Projects which receive an Award from South Somerset District Council will be closely monitored to ensure that:
- 7.2.1 The Project Objectives are being met;
 - 7.2.2 The Organisation continues to comply with the terms and conditions of the Agreement;
 - 7.2.3 The Project continues to represent good value for money.
- 7.3 During project initiation and the delivery phase the Organisation must be prepared to receive site visits and permit access to authorised representative(s) and nominee(s) of South Somerset District Council, upon reasonable notice (two working days), to the Organisation's premises and facilities, equipment, documents, contracts and records and to permit South Somerset District Council to discuss any aspect of the Project with key members of its staff;
- 7.4 In consultation with the designated South Somerset District Council officer the Organisation will agree upon a set of appropriate Project Measures and targets for the Project.
- 7.5 The Organisation will agree to actively monitor the Project and provide regular feedback to South Somerset District Council. The period for which the targets will be monitored will be agreed with South Somerset District Council and may extend beyond the period of funding if applicable.

Project reporting

- 7.6 The Organisation shall report to South Somerset District Council (in such format and at such times as South Somerset District Council may reasonably require). Such reports shall include a detailed review of the delivery of the Project against the Project Specifications. Once the Project is up and running the report should include a summary of achievement against the Project Objectives, and other agreed targets set out in the Monitoring and Evaluation process. South Somerset District Council shall use progress reports to assess whether:
- 7.6.1 The Organisation is in breach of any term or condition of the Agreement and/or is failing to satisfactorily deliver the Project;
 - 7.6.2 The financial controls and management of the Award by the Organisation are adequate;
 - 7.6.3 There is some other material default or deficiency by the Organisation in implementing the Project.

Project evaluation and further actions

- 7.7 South Somerset District Council may provide feedback on the progress reports referred to in Condition 7.6 and shall notify the Organisation of any concern(s) arising. The Organisation will respond promptly to any concerns raised and act to remedy the position to South Somerset District Council's satisfaction within 30 days of the date of such notice or any other period as South Somerset District Council may specify.
- 7.8 In the event that the Organisation fails to provide any requested evidence, information or undertakings in connection with Condition 7.6 or South Somerset District Council is not satisfied that the Organisation will be in a position to remedy the default or breach in question or that the measures taken by the Organisation prove to be ineffective in remedying the position, South Somerset District Council reserves the right:
- 7.8.1 Not to make any further payments, and/or

- 7.8.2 To suspend or reduce the Award for such period and on such terms as South Somerset District Council may deem appropriate; and/or
- 7.8.3 To claim back from the Organisation the whole or part of the Award which has already been paid and which South Somerset District Council in its reasonable opinion considers to have been inappropriately allocated.
- 7.9 South Somerset District Council shall notify the Organisation in writing of any such decision not to renew and/or to suspend and or reduce and/or claim back elements of the Award and such decision (s) shall be without prejudice to any other rights or remedies that South Somerset District Council may have.

8 Construction/Development of Facility

- 8.1 The Facility will be constructed and/or developed in a good and workmanlike manner in accordance with the requirements and timescales set out in the Project Specifications which will not be altered without the prior written consent of South Somerset District Council and which shall be completed by the Long Stop Date.
- 8.2 The construction/development of the Facility shall be properly supervised throughout by the Supervising Officer.
- 8.3 Save as otherwise agreed in writing by South Somerset District Council, the Organisation shall:
 - 8.3.1 Confirm in writing that it has obtained/will obtain at least three competitive tenders for the provision of the Facility in accordance with normal tender and contract procedures;
 - 8.3.2 Submit to South Somerset District Council prior to the commencement of the works a written explanation as to why the successful tender was accepted and the Organisation acknowledges and agrees that if (a) it fails to provide such explanation or (b) the explanation does not meet South Somerset District Council's reasonable approval South Somerset District Council may terminate the Award and the Organisation shall repay to South Somerset District Council any monies already received under the Award;
 - 8.3.3 Submit to South Somerset District Council a copy of the **Tender Report** prepared by the Supervising Officer and a copy of the original **Form of Tender** from the appointed contractor for the construction works, together with a list of the unsuccessful tenders.
- 8.4 Upon acceptance of the tender from a contractor for construction/development of the Facility, an elemental cost breakdown, **detailing the total cost of the accepted tender** for new construction works will be submitted to South Somerset District Council.
- 8.5 If, during the construction/development/purchase of the Facility, there is a change to the purpose of the Facility, the ownership of the Facility or the legal identity of the Organisation, a new award application must be submitted to enable South Somerset District Council 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, South Somerset District Council shall, in its sole discretion, be entitled to demand a full or partial refund of any payments of awards already made.

9 Management and use of the Facility

- 9.1 The arrangements for management and community use of the Facility must be agreed with South Somerset District Council prior to the contract being issued and will not be changed throughout the Clawback Period without the prior agreement of South Somerset District Council.
- 9.2 The Organisation undertakes to use its endeavours to manage and operate the Facility in accordance with the Project Specifications.

9.3 The Organisation shall at all times throughout development and until the expiry of the Clawback Period:

9.3.1 Keep the Facility in good repair and undertake all things as may be necessary to ensure its proper maintenance;

9.3.2 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 promptly provided to South Somerset District Council upon request;

9.3.3 Comply with all statutory requirements and other laws and regulations relating to the Facility and the development and operation thereof, including without limitation all relevant health, safety and employment laws and regulations.

9.3.4 The Organisation will not deny anyone access to use the Facility on the grounds of disability, race, creed, colour, sex, occupation, sexual orientation, religion or political persuasion.

10 Compliance with procurement regulations

10.1 The Parties acknowledge and agree that South Somerset District Council is required to comply with the Public Services Contract Regulations (as amended from time to time) and the Public Works Contracts Regulations 1991 (as amended from time to time (hereinafter referred to as the "**Regulations**").

10.2 In the event that the Organisation uses or may use the Award in connection with any contract for works or services to which the Regulations apply, the Organisation warrants that:

10.2.1 it has complied with and will comply with all relevant laws as to public procurement including without limitation the Regulations, as if the Organisation were a 'contracting authority' as defined in the Regulations;

10.2.2 it shall promptly supply South Somerset District Council with such information as South Somerset District Council may from time to time require evidencing the Organisation's compliance with the Regulations;

10.3 In the event that South Somerset District Council has reasonable cause at any time to believe that the Organisation has not complied with the Regulations all Award monies already paid shall become repayable to South Somerset District Council on demand and South Somerset District Council may suspend its obligations or terminate the Agreement pursuant to Condition 14.1.8.

11 Mortgage Disposal, Lease, or Change of Use of the Facility

11.1 Subject to the terms of any charge(s) to which South Somerset District Council 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 sports purposes previously approved by South Somerset District Council, with prior written approval of South Somerset District Council. Such approval shall, in part, be conditional upon the provisions of the following paragraph being satisfied. The Organisation agrees to give written notice to South Somerset District Council a reasonable period before it enters into any such sale, transfer, lease, disposal or change of use or any agreement for the same and:

11.1.1 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 South Somerset District Council. An appropriate proportion of the proceeds (determined by South Somerset District Council by reference to the proportion of the original Facility purchase and development cost met by Award and taking account of the period of use) will be surrendered to South

Somerset District Council unless otherwise agreed in writing in advance by South Somerset District Council;

11.1.2 if leased, or otherwise disposed of, or ceases to be used for the sports purposes approved by South Somerset District Council, the market value of the Facility will be assessed by an independent surveyor approved in writing by South Somerset District Council and an appropriate proportion of such value (determined by South Somerset District Council 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 South Somerset District Council on demand unless otherwise agreed in writing in advance by South Somerset District Council.

11.2 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 South Somerset District Council which consent at present only extends to the existing or proposed charge(s) referred to in Section 2 of the Award Agreement.

12 Publicity

12.1 The Organisation agrees that during the Clawback Period it will officially recognise and promote the financial contribution provided by South Somerset District Council

12.2 In the event that the Award is to be used in connection with the construction/development of a Facility the Organisation shall:

12.2.1 (Where the Duration of the Project is expected to exceed 4 months) include the South Somerset District Council logo on the main site board and maintain such site board in a satisfactory condition and ensure that it does not constitute a safety hazard;

12.2.2 Arrange an official opening ceremony for the Facility within a reasonable period after completion of the Facility, at which South Somerset District Council should be invited to attend. The Organisation will liaise with Lynda Pincombe to agree a date of and the arrangements for the opening ceremony;

12.2.3 Not issue any public release nor hold any press conference about the Award or the Facility without the prior notice to South Somerset District Council;

12.2.4 Continuously promote 'a facility grant aided by South Somerset District Council' branding within all marketing and promotion material for the Project.

12.2.5 Permit South Somerset District Council the right to promote its association with the Facility and the Organisation and licence South Somerset District Council without charge to use the name and image of the Organisation 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.

12.2.6 Consult with South Somerset District Council as to the appropriate permanent signage (bearing in mind all relevant financial and legal considerations) to be erected at the Facility in order to acknowledge the support of South Somerset District Council provided that:

12.2.6.1 In the absence of agreement South Somerset District Council shall have the final say as to the nature and location of such signage.

13 Miscellaneous Warranties

13.1 The Organisation warrants, undertakes and agrees that:

13.1.1 All financial and other information concerning the Organisation and the Project comprised in the Project Specifications or otherwise disclosed to South Somerset District Council is to their best of its knowledge and belief, true and fair;

- 13.1.2** It 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 it from meeting its obligations in connection with the Award;
- 13.1.3** It is not aware of anything in its own affairs, which it has not disclosed to South Somerset District Council, which might reasonably have influenced the decision of South Somerset District Council in making the Award on the terms contained in the Agreement;
- 13.1.4** Since the date of the previously audited or published accounts there has been no material change in the financial position or prospects of the Organisation;
- 13.1.5** Everything identified in the Project is owned or controlled by the Organisation and the Organisation has access to it to fulfil the Project;
- 13.1.6** It is the sole beneficial owner of the Organisation's name and logo;
- 13.1.7** It will comply with all statutory requirements and other laws and regulations relating to the implementation and delivery of the Project, including without limitation, all relevant health, safety and employment related laws and regulations;
- 13.1.8** It will not act or authorise or permit any person associated with the Project to act in any way, which, in the reasonable opinion of South Somerset District Council, could bring the Project and/or South Somerset District Council into disrepute. If the Organisation believes that any such act has taken place, it will notify South Somerset District Council immediately and provide full details;
- 13.1.9** It will from time to time, on being required to do so by South Somerset District Council, 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 South Somerset District Council as South Somerset District Council may reasonably consider necessary for giving full effect to the Agreement and securing to it the full benefit of the rights, powers and remedies conferred upon it in the Agreement.

14 Termination or Suspension

- 14.1** This Agreement may not be terminated by either party unless otherwise agreed by both Parties until 15 years have expired from the Commencement Date and only then after one party has first served on the other not less than 6 months notice in writing.
- 14.2** After 15 years but less than 20 years has expired from the Commencement date either Party can terminate this agreement by serving on the other after the 15 years has expired not less than 12 months written notice. Such notice will be of no effect when served by the Organisation unless it is accompanied by a payment by the Organisation to South Somerset District Council of £40,000 (Forty Thousand Pounds) Index Linked.
- 14.3** After 20 years, has expired from the Commencement date either Party can terminate this agreement by serving on the other after the 20 years has expired not less than 12 months written notice. Such notice will be of no effect when served by the Organisation unless it is accompanied by a payment by the Academy to the District Council of £10,000 (Ten Thousand Pounds) Index Linked.
- 14.4** This Agreement shall not cease in the event of any associated Lease being terminated.
- 14.5** Without prejudice to South Somerset District Council other rights and remedies, South Somerset District Council shall have the right at any time during the Clawback Period to suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as South Somerset District Council may in its absolute discretion determine and (in either case) require the full amount of Award released to the Organisation (or such other sum as South Somerset District Council may require) to be repaid to South Somerset District Council on demand, and/or any future payments be stopped, if:

- 14.5.1 In the reasonable opinion of South Somerset District Council the Organisation fails to **comply** with its obligations under this Agreement as to delivery of the Project objectives;
- 14.5.2 Where the Organisation fails to complete the Project at all or fails to complete the Facility by the Long Stop Date (unless such failure was due to factors beyond the Organisation's control);
- 14.5.3 Within the Clawback Period, the Organisation fails to comply with or breaches any term or condition of the Award;
- 14.5.4 In the reasonable opinion of South Somerset District Council, any assurance given or information contained within the Project Specifications or other documents submitted by the Organisation to South Somerset District Council were completed fraudulently, incorrectly or misleadingly in any material particular;
- 14.5.5 The Organisation or any of its employees or persons acting under the control or authority of the Organisation has acted fraudulently or negligently so as to have a material effect the completion development or management of the Facility or the Project generally;
- 14.5.6 The circumstances set out in Conditions 4.5 and 6.3 apply.

15 Deficits/Surplus

- 15.1 If at any time the total expenditure for the Facility is found to exceed the total Project cost as set out in the Award Offer Letter and Award Agreement there will be no corresponding increase in the Award.
- 15.2 South Somerset District Council may review and reduce the amount of the Award if the final total allowable expenditure is less than the total Project cost or if the aggregate funding obtained for the Facility, particularly from sources of public grants exceeds its cost. The Award may be reduced or a refund of part of the Award shall be repayable as determined by South Somerset District Council in its absolute discretion (taking into account any reduction of the Award pursuant to Condition 6.3 but such reduction or refund shall not exceed the amount of the underspend.

16 Exclusion of Liability, Indemnity and Security

- 16.1 South Somerset District Council, its employees, agents, officers or sub-contractors will not at any time be liable to any person for anything in connection with the development planning construction operation management and/or administration of the Project. In particular but without limitation, it will not be liable 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 or with the Project Specifications.
- 16.2 The Organisation will indemnify and hold harmless South Somerset District Council, its 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 Project and any activities carried out thereon except where such injury, death, loss or damage has resulted from the negligent act or omission of South Somerset District Council. In this latter connection, the Organisation agrees to provide prompt notice to South Somerset District Council of any such claim, and South Somerset District Council shall have the sole right to control the defence of any such claim.
- 16.3 In the event that the construction or development of the Facility exceeds £100,000 in value (whether the same relates to land which is registered as at the date hereof or subsequently becomes registered) South Somerset District Council shall require the Organisation to:
 - 16.3.1 Permit South Somerset District Council to enter a [restriction] or caution in respect of the property at HM Land Registry in respect of the registered title; or
 - 16.3.2 Grant or cause to be granted to South Somerset District Council a legal charge over the property in such form as South Somerset District Council may reasonably require; and

16.3.3 In either case the Organisation shall (without charge) execute such further documents and provide such assistance as South Somerset District Council may reasonably require in order to effect either of the foregoing.

17 South Somerset District Council Funding

17.1 The Organisation acknowledges and agrees that the Award is to be paid out of public money and that South Somerset District Council is accountable for its distribution. Accordingly the Organisation acknowledges and agrees that South Somerset District Council, in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions, may require as a condition of Award, inter alia, that:

17.1.1 The organisation creates a charge over its assets; and/or

17.1.2 The organisation inserts a note into its accounts, in each case in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions;

17.1.3 The Organisation makes those entries necessary within its accounts to recognise a contingent liability in respect of the Award,

17.2 The Organisation acknowledges and agrees that payment of the Award can only be guaranteed whilst South Somerset District Council;

17.2.1 Remains entitled to receive and distribute funds thus generated on the same or substantially the same terms as exist at the date of this Agreement; and

17.2.2 Has access to sufficient funds to meet grant payments at the time of the Organisation requesting payment of the Award

Provided that South Somerset District Council will notify the Organisation as soon as it becomes aware of the possibility of any of the above situations arising.

17.3 South Somerset District Council reserves 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 South Somerset District Council materially alters.

18 General

18.1 The Parties agree that this Agreement (including the Schedules) is the entire agreement between the Parties and supersedes all proposals all proposals or prior agreements and undertakings, whether oral or written, and all other communications between the Parties relating to the subject matter of this Agreement.

18.2 The Organisation shall not assign mortgage or charge or in any other way dispose of this Agreement or any of its rights (including the right to any sums payable) hereunder, nor shall the Organisation sub-contract any of its obligations under this Agreement (unless specifically provided for hereunder) without the prior written consent of South Somerset District Council. South Somerset District Council shall be entitled, on prior written notice, to assign the benefit and burden of this Agreement to any successor body of South Somerset District Council.

18.3 The Organisation is an independent body and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, relationship of agency or any employment relationship between the Parties nor shall anything in this Agreement be deemed to constitute or place the Parties in the relationship of partners, joint ventures, agent and principal or employer and employee.

18.4 This Agreement may only be modified by written agreement duly signed by both Parties.

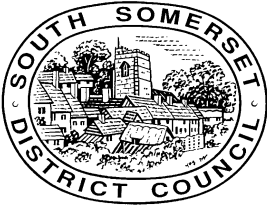
18.5 If at any time one or more provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

- 18.6** Any failure, relaxation, forbearance, delay or indulgence by South Somerset District Council in enforcing any of the terms or conditions of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision, and nor shall the granting of any time by South Somerset District Council prejudice or affect or restrict any of South Somerset District Council's rights arising under this Agreement or be deemed a waiver by South Somerset District Council of any breach or subsequent or continuing breach.
- 18.7** Any notices to be served under this Agreement shall be in writing and served at the addresses set out in this Agreement.
- 18.8** The Parties acknowledge and agree that South Somerset District Council is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by it (or the Organisation on South Somerset District Council's behalf) which may extend to the contents of this Agreement and other documents and information relating to it. The Organisation shall without charge provide all such assistance as South Somerset District Council may reasonably require in order that South Somerset District Council may comply with lawful and proper requests for access to such documents and information.
- 18.9** The Parties undertake to use their best endeavours, wherever practicable, to resolve any dispute arising out of or in connection with this Agreement. If the dispute cannot be resolved amicably within a reasonable time at working level the Parties shall comply with the following procedure:
- 18.9.1** The dispute shall firstly be referred to the respective Chief Executives (or equivalent) of the Parties for discussion and resolution;
- 18.9.2** In the event that the Chief Executives fail to resolve the matter within 14 days of referral to them the Parties shall seek to resolve the matter in good faith by Alternative Dispute Resolution ("ADR") at the Centre for Dispute Resolution ("CEDR");
- 18.9.3** If the Parties fail to agree terms of settlement within six (6) months of the commencement of the ADR procedure then the dispute may be dealt with by litigation in the courts of England. The commencement of the ADR procedure shall be the request to CEDR by the Parties for an ADR procedure.
- 18.9.4** Unless the right of enforcement is expressly provided, it is not intended that any third party should have the right to enforce a provision of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999. The Parties may by agreement rescind or vary this Agreement without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

The construction, performance and validity of this Agreement shall be governed by and construed in all respects in accordance with the laws of England and the Parties submit to the non-exclusive jurisdiction of the English courts.

Appendix A – Specification and Planning Approval Drawings 14/00249/FUL

Appendix B – Football Development Plan (Version 8 – 5th November 2015)



SOUTH SOMERSET DISTRICT COUNCIL

ACCEPTANCE OF AWARD

To be completed, signed and returned

Name of Applicant **Huish Episcopi Academy**

Description of Project **New 3G Artificial Grass (88m x 56m)**

Estimated Cost **£703,328**

Funding Offer **£290,172**

Project Start Date: **April 2015** Project End Date: **September 2015**

By signing this acceptance form you are confirming that:

Your Organisation agrees to and accepts all of the terms and conditions specified in the Award Offer Letter of 11th February 2015 and Award Agreement and the Standard Terms and Conditions of Award.

Your Organisation has taken all necessary steps to authorise this document in accordance with its constitution and the signatories below have been properly authorised to sign this document on behalf of the Organisation.

Signature of authorised officer _____ Date _____

Name (BLOCK CAPITALS) _____

Position _____

For and behalf of _____

Countersignature of authorised officer _____ Date _____

Name (BLOCK CAPITALS) _____

Position _____

Signature _____ Date _____

For and behalf of _____

Tender Report

Prior to commencement of the works a written explanation as to why the successful tender was accepted

Name of applicant organisation:

Project title:

DETAILS OF TENDERS RECEIVED AND EXPLANATION AS TO WHY EACH ONE WAS ACCEPTED/REJECTED (at least three competitive tenders for the provision of the facility must be obtained)

The awardee must also submit a copy of the tender report prepared by the supervising officer and a copy of the original Form of Tender from the appointed contractor for the construction works

	Organisation	Total Cost	Accepted/Rejected	Evaluation of tender and reasons for acceptance/rejection
Tender 1	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tender 2	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tender 3	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tender 4	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tender 5	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DECLARATION

We confirm that the tendering for this project has been carried out with due diligence and in line with the requirements of South Somerset District Council's standard terms and conditions.

Official of Applicant organisation:

Signature:

Print name:

Job title:

Date:

Counter Signatory:

Signature:

Print name:

Job title:

Date:



BANK DETAILS FORM (BACS)

ALL NEW SUPPLIERS MUST INCLUDE BANK DETAILS AS THEY WILL BE PAID BY BACS
A Supplier will not be set up unless all mandatory fields are completed

Order Address		Payment Address if Different/Factor	
**Supplier Name Including Title and Initial if an Individual:		Factor Name: (If Applicable)	
** Payee Name (if different to Supplier name)		Address:	
**Address:			
**Postcode:		Postcode:	
**Tele:		Tele:	
**Fax:		Fax:	
**Email:		Email:	

**Description of Goods/Service being provided	**Nature of Business of the Company/Individual
**Sub Contractor Yes/No (if yes please forward CIS details with this form to enable Exchequer Services to Verify with HMRC)	** Is this Supplier an Individual? Yes/No **If Yes has a Self-Employment questionnaire been completed and forwarded to PAYROLL? Yes/No

**BANK A/C:		**SORT CODE:	
**VAT Code:		VAT Reg No:	

Supplier Terms:	10 days	10 days will be set up unless advised otherwise
------------------------	----------------	--

The above details are, to the best of my knowledge, true and correct at the time of completing this supplier creation form.			
**Name:		**Telephone:	Ext -
**Location:		**Date:	

If this payment is an individual for items other than a refund or grant the form will be passed to payroll for confirmation of employment status which may take a couple of days before we can set up the supplier on Cedar			
Is this an Individual:		Checked with Payroll:	
Set up on Cedar:		If no Why:	

* Shaded boxes to be completed by South Somerset District Council

Capital Project Contacts

Organisation:

Project Title:

Please enter the details below of those people in your organisation who will be authorised to liaise with South Somerset District Council. **Please indicate using the tick boxes:**

- Who is responsible for Monitoring and Evaluation (M & E) reporting
- Who has the authority to change bank details
- Who has the authority to submit payment requests
- Who can change project contacts and email addresses

Signature of authorised officer		M&E	
Print full name		Bank Details	
Job Title		Payment Requests	
Email address		Project Contact	
Signature of authorised officer		M&E	
Print full name		Bank Details	
Job Title		Payment Requests	
Email address		Project Contact	
Signature of authorised officer		M&E	
Print full name		Bank Details	
Job Title		Payment Requests	
Email address		Project Contact	
Signature of authorised officer		M&E	
Print full name		Bank Details	
Job Title		Payment Requests	
Email address		Project Contact	

Capital Project Claim Form

Organisation:

Project:

This form should be used when you wish to claim an **instalment** of grant. It should **not** be used to claim the final Retention monies of available on completion the project, for which the 'Final Claim Form' should be submitted. When making a claim, please ensure that the appropriate supporting documentation is enclosed (architect's certificate, sales invoice, itemised receipt for purchases, or other evidence of expenditure).

Project element	Agreed Project Costs	Expenditure to date	Allowable expenditure for this claim	Invoice or Arch Cert number(s) to date	Details of work carried out so far or items purchased (please continue on a separate sheet if necessary)
1 Preliminaries					
2 Construction of base					
3 Synthetic carpet and marking out					
4 Floodlighting					
5 Fencing and sport equipment					
6 Professional fees					
7 Non-recoverable VAT					
8 Other (please specify)					
		A	B	Please complete the reconciliation and declaration on the next page	
Totals : £					

Claim Reconciliation

Value £
(no pence)

A	Total expenditure to date (<i>exclude contractual retention</i>)	
B	Total expenditure for this claim <i>Invoices for this amount must be included with the claim</i>	
C	Amount of grant now claimed (B x 90% or the balance remaining prior to the retention amount being paid, whichever is the lesser)	
D	Total amount of grant previously claimed	
E	Cumulative value of grant claimed to date (C plus D)	
F	Grant award	
G	Overall balance of grant remaining to claim (F minus E)	
H	10%* Retention of grant pending completion of project (F x 10%*)	
I	Grant remaining to claim <u>before</u> project certified complete (G minus H)	

Declaration: Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of the applicant organisation **and countersigned** as follows:

- a) claims between £1,000 and £24,999 - by a Senior Official of the Organisation
- b) claims of £25,000 or more - by the architect, surveyor, engineer or other professional adviser or specialist employed on the project.

Please note that both the signatures must be originals, and photocopies or forms sent via fax or email are not valid.

We hereby certify that the above figures represent expenditure necessarily incurred on the project and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted to and agreed with South Somerset District Council.

Official of applicant Organisation		Countersignature	
Signature:		Signature:	
Name:		Name:	
Official position:		Official position:	
Date:		(Qualifications if appropriate)	

Please tick here if you wish to make any further interim claim (s)

Final Capital Project Claim Form

Organisation:

Project:

Project element	Agreed project cost	Final project cost	Expenditure for this claim	Invoice number (s)
1. Preliminaries				
2. Construction of base				
3. Synthetic carpet and marking out				
4. Floodlighting				
5. Fencing and sport equipment				
6. Professional fees				
7. Non recoverable VAT				
8. Other (please specify)				
Totals: Carry totals A&B over to next page		A £	B £	

Claim reconciliation**Value £**
(no pence)**Grant £**
(no pence)

A Final Project Cost (carried over from last page)

B Total expenditure for this claim (carried over)

Invoices for this amount must be included with the claim

C Amount of grant now claimed

D Total amount of grant previously claimed

E Cumulative value of grant claimed to date (C + D)

F Grant award

Declaration

Claims below £1,000 only require one signature. For all other claims, this form must be signed by the appropriate member of the applicant organisation **and countersigned** as follows:-

- a) claims between £1,000 and £24,999 - by a Senior Official of the Organisation
- b) claims of £25,000 or more - by the architect, surveyor, engineer or other professional adviser or specialist employed on the project.

Please note that both the signatures must be originals and that photocopies or forms sent via fax or e-mail are not valid

We hereby certify that the above figures represent the Total Project Cost and that the work has been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the plans and specifications submitted to and agreed with South Somerset District Council. Where appropriate, the Practical Completion Certificate has been issued and a copy is attached.

Official of applicant organisation**Countersignature**

Signature:

Signature:

Name:

Name:

Official position:

Official position:

Date:

Date:

Monitoring and Evaluation Reporting Template

To be completed and submitted every 3 months.

Organisation Name	<input type="text"/>	Tel	<input type="text"/>
Lead Contact	<input type="text"/>		
Email	<input type="text"/>		
Reporting Period	From <input type="text"/>	To	<input type="text"/>

PROJECT DELIVERY

1) How is your project progressing against its Aims and Objectives?

ACHIEVEMENTS

2) What have been the main achievements of your project during the reporting period? What are the main reasons behind these successes?

PROBLEMS

3) What have been the main problems in the delivery of your project (if any)? What are the main reasons behind these problems and how have you tried to overcome them? Has this worked?

GOOD & BAD PRACTICE/LESSONS LEARNT

4) What lessons have you learnt in the development and delivery of your project? What might you do differently if you were starting your project again?

FUTURE PLANS

5) What plans do you have for the ongoing development of your project over the next 3 months?

OTHER COMMENTS

6) If you've any further comments about any aspect of your project or the programme in general, please write them in the box below. ***If you want to provide more information then please do so by enclosing it with this project report form***

ISSUES

7) If you would like to discuss any particular aspect of your project's progress, please outline the issue(s) below

APPLICANT DECLARATION

I confirm on behalf of the applicant organisation that all reporting information provided is an accurate reflection of progress and development of the project.

Name

Position

Signature

Date