

28 October 2013

URN: 2013009565 (your unique reference number should be quoted in all communications)

John Wileman
Head of Sport and Leisure
Sport Culture and Parks
Communities Department
Nottingham City Council
Loxley House
Station Street
Nottingham
NG2 3NG

Dear John,

Award Offer Letter

I am delighted to inform you that, subject to the terms and conditions set out in this Letter and attached Award Agreement (the “**Agreement**”), Sport England has agreed to award Nottingham City Council (the “**Organisation**”) a grant of £472,929 (the “**Award**”) towards a total project cost of £600,429 for the development of a strategic partnership between Nottingham City Council and Nottingham City Homes.

You can only use this Award to finance your Project. We will not be able to increase the amount of the Award.

Please find enclosed the following documents explaining the full details of your Award Offer, all of which you should read carefully before you accept this offer:

- + Award Agreement
- + Conditions specific to this award
- + Forms to return to us

On behalf of Sport England I would like to offer my congratulations on your award offer and I look forward to seeing how the award will help you to contribute to our mission to create a sporting habit for life.

Yours sincerely

Charles Johnston
Property Director
Sport England



Creating a sporting habit for life

AWARD AGREEMENT

Sport England

and

Nottingham City Council

URN: 2013009565

DATE: 28 October 2013

Award Agreement

Award Agreement Contents

1. Financial Breakdown
2. Project Details
3. Project Objectives
4. Project Conditions
5. Publicity
6. Accepting your Award

In addition you will find attached the following forms:

1. Acceptance of Award Form
2. BACS Form
3. Additional Revenue Award Forms: Project Budget Forecast Form, Initial Project Cost & Claim Form, 6 Monthly Reconciliation & Claim Form, Annual Reconciliation & Claim Form

An explanation of the forms can be found in the Revenue [Document Checklist](#).

Legally Binding Agreement

Once accepted by Nottingham City Council, the Award Offer Letter together with this Award Agreement and the Standard Terms and Conditions, form a binding contract with Sport England. It is important therefore that you read and understand all the documents before you agree to accept this Award

Accepting your Award

If you are satisfied with all the details set out in the Agreement and wish to accept your Award Offer, please sign and return the enclosed **Acceptance Form** within one month of the date of this letter, and send it with any other information requested, to the address below. We will then need some more information from you, which is identified in Section 4: Project Conditions.

Should you require any guidance or further explanation of the Agreement and associated paperwork, please contact your case manager Ian Thurlbeck, who will be able to help you. Ian Thurlbeck, Relationship Manager Local Government, will remain your point of contact for any further queries. If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, please contact him for assistance on 07795 283214 or Ian.Thurlbeck@sportengland.org

The return address:

Sport England
SportPark
3 Oakwood Drive
Loughborough
LE11 3QF

1. Financial Breakdown

Sport England is pleased to offer a Lottery Award of £472,929 (the “**Award**”) towards your Total Project Cost of £600,429.

Period Start	Period end	Award Amount	Partner Funding	Total Project Cost
01/08/2013	31/07/2016	£472,929	£127,500	£600,429

The Award consists of Revenue Funding (only) and is subject the terms of this Award Agreement, the Standard Terms and Conditions. Together with the Award Offer Letter these documents make up the “**Agreement**” between us.

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.

Partnership Funding

The Award is subject to confirmation of the below partnership funding which you outlined in your Application. If you haven't already, you need to confirm with us the funding in the table below:

Amount £	Source
£127,500	Nottingham City Council – in-kind

All partnership funding (or a realistic contingency plan to replace it) must be in place before you enter into any contract.

2. Project Details

The Award is granted to assist Nottingham City Council in financing the development of a strategic partnership between Nottingham City Council and Nottingham City Homes.

3. Project Conditions

The Award is subject to the Standard Terms and Conditions of Award, In addition, the Award is also subject to the further special conditions set out in this section 3 (the ‘**Project Conditions**’), which the Organisation agrees to observe and perform. In the event that, in the reasonable opinion of Sport England, there is a failure or unacceptable delay in complying with all or any of the Project Conditions, Sport England reserves the right in its absolute discretion to terminate the Agreement forthwith.

Sport England 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 Sport England's satisfaction. Sport England 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 goods or services before the fulfilment of the Project Conditions (or without the prior written consent of Sport England) you do so entirely at your own risk and expense.

Conditions to be fulfilled

You shall be required to fulfil all of the following conditions to Sport England’s approval as stated below:

+ Payment Conditions

Payment of all scheduled payments shall be conditional upon your fulfilment of the following requirements:

Condition	Requirement
The following forms are satisfactorily completed and submitted to the agreement of Sport England: - Acceptance of Award Form - BACS (submit to bank first) - Project Budget Forecast Form	Before first payment
The governance structure proposed within the project application is implemented to the satisfaction of Sport England.	Within 3 months of award acceptance
The project plan submitted during the application process is formally adopted, review processes and timelines are agreed alongside formal milestones and performance measurements. The project plan includes the detailed budget submitted during the application and risk registers.	Within 3 months of award acceptance
Submission of a delivery plan, including a throughput target and evidence of how targets will be achieved for Sport England approval.	Within 3 months of award acceptance
Adoption of a Sport England agreed evaluation framework before delivery can commence.	Within 3 months of award acceptance
Submission of ‘ 6 monthly Reconciliation & Claim Form ’	6 months (Before 2 nd payment)
Annual submission of satisfactory ‘ Annual Reconciliation & Claim Form ’ with supporting verified information. Note: all items of expenditure relating to this award must be accounted for separately and reported in the appropriate forms	Annually

4. Timescales for 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**. Should you wish to accept your Award Offer you will need to complete the following items and return them to Sport England unless otherwise stated.

You have **one month** from the date of the Award Offer Letter to accept the Award Agreement and Standard Terms and Conditions of Award. After this one month period this offer will lapse unless valid and acceptable reasons are given for the delay before the end of this period and Sport England 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 Sport England the Organisation unless and until the above documentation has been duly completed and received by Sport England.

Next steps

When Sport England 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. Jack Buckner will remain your point of contact for any further queries. If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, please contact him for assistance on 08458 508 508.

Revenue Document Checklist

Should you wish to accept your Award Offer you will need to complete the following items and return them to Sport England unless otherwise stated:

Title	Description	Sport England 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.	One month from the date of the Award Offer Letter
Project Contacts Form	This form must be completed by you and then sent back to Sport England with your acceptance of award form.	With Acceptance of Award Form
Bank Details Form (BACS)	This form must be completed by you and then sent to your bank for verification. Your bank must then confirm that the details you have given are correct, stamp the form with their official stamp and return it directly to Sport England at the address on the form. If you have already received an award from Sport England and your bank details have not changed please tick the form and detail the URN, in the relevant place and return it directly to Sport England.	Before 1 st payment
Project Budget Forecast Form	This form must be completed to show the breakdown of project costs, partnership funding and Sport England funding for each year of the project.	Before 1 st payment
Initial Project Cost & Claim Form	Revenue awards are made 6 months in advance. This form should be submitted when your costs have been finalised and you are ready to claim your 1st award payment, for example when the new employee is about to commence employment.	As the project commences.
6 Monthly Reconciliation & Claim Form	This form compares the original project budget with your actual spend so far on the project. This form must be completed halfway through each project year.	After first 6 months and subsequent mid-project years
Annual Reconciliation & Claim Form	This form compares the original project budget with your actual spend so far on the project. This form must be completed at the end of each project year.	End of each project year



Standard Terms and Conditions of Award: Lottery / Revenue

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

1. 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;
'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 and which may consist of Capital Funding and/or Revenue Funding;
'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;
'Clawback Period'	means the period of four years from the Date of Acceptance;
'Commencement Date'	means 1 April 2013 or such other date as agreed in writing between the Parties, subject to Sport England receiving from the Organisation the signed and duly completed Award Acceptance Letter together with any other documents that the Agreement requires the Organisation to complete and return prior to commencement of the Agreement; ;
'Date of Acceptance'	means the date upon which the Authorised Officer signed the Acceptance of Award form;
'Duration of the Project'	means the total number of months (rounded up) between the Commencement Date and the

	completion of the Project;
'In Principle Funding'	means that element of funding identified as such in Part 1 of the Award Agreement;
'Invoices'	means those invoices submitted each month by the Organisation for the duration of the Project for those costs incurred which are not covered by the Supervising Officer's Certificate;
"Logo"	means the Sport England logo and/or the National Lottery Good Causes Beneficiary logo and/or such other logo as Sport England may from time to time specify;
"Lottery Funding"	means the Award (or any part of the Award) as referred to within the Award Agreement that is provided by the National Lottery Commission;
'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 Sport England to conclude that is, or is likely to be, a material increase or diminution in the organisation's level of financial need;
"National Lottery Commission"	means the National Lottery Commission of 101 Wigmore Street, London W1U 1QU;
'Other Funding'	means those sums described as such in Section 1 of the Award Agreement under the heading "Award" and which constitute other funding secured by the Organisation (and properly evidenced to Sport England) to make up the total cost of the Project together with the Award;
'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 Sport England 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;
'Project Year'	means each financial period in respect of which the Revenue Funding is awarded, see Section 1 of the Award Agreement;
"Purpose"	shall have the meaning set out in clause 2.2, below;

‘Revenue Funding’	means the Award (or Part of Award) as referred to in Section 1 of the Award Agreement;
‘Sport England’	means the English Sports Council of Victoria House, Bloomsbury Square, London WC1H 4SE and sometimes referred to as “we”, “us” or “our” (as the context requires) throughout this Agreement;
“Term”	shall have the meaning set out in clause 4 below.

2. Operation and Implementation

- 2.1 Subject to and conditional upon the Organisation’s acceptance of and ongoing compliance with this Agreement, Sport England shall release the Award to the Organisation in accordance with the schedule set out in the Award Agreement. Under no circumstances will Sport England be obliged to increase the amount of the Award.
- 2.2 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 Sport England. 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 Sport England does not recognise as Project costs.
- 2.3 The Organisation will co-operate fully with Sport England at all times in the implementation of the Project and will use its best endeavours to meet the Project Objectives.
- 2.4 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 Sport England.
- 2.5 The Organisation will not deposit any part of the Award outside ordinary business accounts within the clearing bank system without prior written authorisation from Sport England.
- 2.6 The provisions of this Agreement will apply throughout the Clawback Period.
- 2.7 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.
- 2.8 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 Sport England may notify to the Organisation from time to time.

2.9 If the Organisation does not spend any part of the Award referred to as Lottery Funding by the end of the Financial Year within which Sport England provides such Lottery Funding then Sport England shall, at its own discretion either:

2.9.1 exercise its rights under clause 11.5.5, subject to clause 11.2;

2.9.2 allow the Organisation to carry forward the unused amount (or a proportion of it) to the next year of this Agreement, and reduce the Award monies in that next year by an equivalent amount and for the Award to be reduced by that amount and subject to any changes Sport England might consider to be appropriate to reflect the change in Award payments;

2.9.1 allow the Organisation to carry forward the unused amount to the next year of this Agreement, without any amendment to the amount of the Award remaining outstanding,

For the purposes of this clause 2.9 sums will be deemed to be spent only in respect of goods, materials or services which have been received within the Financial Year.

Provided always that if the Organisation has been awarded Lottery Funding which has not been spent by the end of the Term, all requirements and obligations in relation to such Lottery Funding shall survive expiry or prior termination of this Agreement.

2.10 Without limiting the provisions of clause 2.9, if the Organisation has a material unused amount of Revenue Award then Sport England shall be entitled at its sole discretion to suspend all or part of the next payment of Revenue Award.

3. Term

3.1 The term of this Agreement (the "Term") shall be from the Commencement Date until the date specified in Section 1 of the Award Agreement, unless the Agreement is brought to an end at any earlier date in accordance with its terms.

3.2 Termination of the Agreement, through expiration of the Term or otherwise, shall operate without prejudice to:

3.2.1 any rights or remedies which may have accrued to either Party prior to such termination; and

3.2.2 any parts of the Agreement that are expressly stated to survive termination of the Agreement.

4. Accounting

4.1 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 Sport England will be given access, at Sport England's request, to these accounts and financial records. The Organisation shall provide such documentation and assistance as Sport England may reasonably require in order to undertake periodic reviews.

- 4.2 If at any time within the Clawback Period the operation of the Project realises a distributable profit, or contributes to the Organisation's overall distributable profit. The Organisation shall notify Sport England in writing to that effect within 28 days of the date that the Organisation's accounts are published. An appropriate proportion (to be determined in its sole discretion by Sport England) of this profit shall be paid to Sport England within six months of the date of publishing of the accounts.
- 4.3 Sport England may undertake regular financial assessments of the Organisation (normally by annual review), to assess the ability of the Organisation to secure Other Funding or to provide cash partnership funding from either income directly related to the Award, or from the Organisation's own reserves, towards the Project. Sport England reserves the right to reduce the Award as a result of any such assessment.
- 4.4 The Organisation will notify Sport England during the financial assessment of any interest earned on the Award and Sport England 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 Sport England's funds.
- 4.5 In the event that a Material Change occurs in the Duration of the Project or within a reasonable period after its completion the Organisation shall submit the details to Sport England in order that it can re-consider the Project in its reasonable discretion and decide whether the Award should be revised, suspended or terminated.
- 4.6 Organisations receiving Revenue Funding will submit draft annual accounts to Sport England within **eight weeks** of the end of the Organisation's financial year. Final annual accounts and balance sheets for the Operation of the Organisation will be certified by a reputable firm of Chartered Accountants and submitted to Sport England **within six months** of the end of the Organisation's financial year (even if still to be presented at the Organisation's AGM); the Auditor must certify that all expenditure of the Award has been made fully in accordance with the provisions of the Agreement;

5. Payment

- 5.1 Save as otherwise agreed in writing, Sport England 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 clause 2.2 and Section 1 and Section 4 of the Award Agreement.
- 5.2 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.
- 5.3 If the Organisation fails to claim all or any part of the Award in accordance with the provisions of this Agreement Sport England shall be entitled to retain the Award or reduce the amount accordingly.
- 5.4 Sport England shall be entitled to suspend or cease payment of the Award in the following situations:

- 5.4.1 upon the occurrence of any of the events set out in clause 11.1 and such event is continuing or is not capable of being remedied;
 - 5.4.2 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;
 - 5.4.3 where the Award has been terminated in accordance with clause 11.1;
 - 5.4.4 where, after considering the purpose of the Award, in Sport England's reasonable opinion, further payment of the Award would not constitute good value for money (provided that Sport England 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);
 - 5.4.5 where the conditions set out in 15.2 cease to prevail and Sport England reasonably determines that it has insufficient funds available to it to continue with the payment of the Award to the Organisation.
- 5.5 The Organisation shall repay to Sport England 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.
- 5.6 The Organisation agrees to the timely drawdown and cash flow of the grant as outlined in Section 4.
- 5.6.1 For revenue funding first drawdown of the grant must take place within six (6) months of the award acceptance. Subsequent drawdown of the grant must take place within a maximum period of nine (9) months since the last payment date, unless otherwise agreed by Sport England.

Where the Organisation fails to operate in accordance with the above draw down conditions, Sport England will de-commit the remaining funds from the Project.

6. Revenue Funding

- 6.1 Sport England shall consult with the Organisation as to the timing and amount of payments in respect of Revenue Funding provided that:
- 6.1.1 the final decision shall be within Sport England's discretion; and
 - 6.1.2 Sport England anticipates that (a) Revenue Funding of £10,000 (ten thousand pounds) or less will normally be released in one payment and (b) Revenue Funding of more than £10,000 (ten thousand pounds) will normally be released in two to four instalments.
- 6.2 Within 6 months of the end of the Project Year the Organisation will confirm payment for the following year and submit a **Statement of Grant Expenditure** certified by either an auditor with qualifications in accordance with the Companies Act or the Head of the Internal Audit Department of the Local

Authority. Sport England will send a letter requesting this information at the end of the grant offer period.

- 6.3 The payment of equipment costs is subject to Sport England receiving the **Invoice** for the purchase of equipment together with the **Schedule of Equipment Form**, to show the cost of each item, the number of items being purchased and the total purchase price and supporting information described in section 4 of the Award Agreement if relevant. The Award will only be made available in advance of purchase where normal terms of sale (settlement within 30 days) do not apply and payment must be made with order or on delivery. In such circumstances the Organisation shall attach to **the Schedule of Equipment Form** a copy of the order or pro forma invoice confirming the payment terms. The Organisation shall supply the receipted sales invoices immediately after taking delivery of the equipment.

7. Monitoring and Evaluation

- 7.1 The Organisation agrees to establish clear lines of communication with Sport England 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 Sport England 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 Sport England, upon reasonable notice (two working days), to the Organisation's premises and facilities, equipment, documents, contracts and records and to permit Sport England to discuss any aspect of the Project with key members of its staff;

- 7.4 In consultation with a Sport England the Organisation will agree appropriate Project Measures and targets for the Project.

- 7.5 The Organisation will agree to actively monitor the Project, collecting and reporting data for the agreed measures together with feedback on progress to Sport England in the required format. The period for which the targets will be monitored will be agreed with Sport England and may extend beyond the period of funding if applicable.

Project reporting

- 7.6 The Organisation shall report to Sport England (in such format and at such times as Sport England 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 any other agreed measurement reports to measure and understand progress against delivery.

Sport England 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 Sport England will notify the Organisation of any concern(s) arising from the progress reports referred to in Condition 7.6. The Organisation will respond promptly to any concerns raised and act to remedy the position to Sport England's satisfaction within 30 days of the date of such notice or any other period as Sport England 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 Sport England 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, Sport England 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 Sport England 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 Sport England in its reasonable opinion considers to have been inappropriately allocated.
- 7.9 Sport England 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 Sport England may have.

8. Statutory Compliance

- 8.1 The Organisation and Sport England will comply with all statutory requirements and other laws and regulations relating to their respective operations, including (without limitation) all relevant health, safety, data protection, public procurement and employment laws and regulations; and the Organisation will further comply with such guidelines and/or codes of practice as are specified in the Award Agreement.
- 8.2 Clauses 8.3 will only apply in relation to a contract for the purchase of goods, services or for building works ('Procurement'), where the Procurement is over £5,000 and:

- 8.2.1 any part of the Award has been allocated by Sport England as Core Funding and/or
- 8.2.2 the Organisation directly uses any part of the Award to make or fund the Procurement.
- 8.3 Without prejudice to the generality of clause 8.1, whenever the Organisation makes a Procurement it shall ensure that it obtains a reasonable number of bids, and conducts a robust evaluation of those bids to ensure that it obtains best value for money, except where it reasonably concludes, and can demonstrate, that best value for money could be obtained through targeting a sole supplier without undertaking prior market testing.
- 8.4 The Organisation shall comply with all applicable requirements of the Public Contracts Regulations 2006 ('the Regulations'), where:
- 8.4.1 it falls within the definition of a "contracting authority" as defined in the Regulations; and/or
- 8.4.2 where it enters into any contract to which regulation 34 of the Regulations applies and more than half of the consideration payable under such contract has been funded by Sport England in connection with this Agreement.
- 8.5 Where the Organisation fails to comply with this clause 8 in relation to any contract, the Organisation may not use any Award monies to make payments under such contract and shall repay to Sport England upon demand an amount equivalent to any Award funding used to make payments under such contract.

9. Acknowledgement of Award

- 9.1 The Organisation shall acknowledge the funding provided under this Award Agreement in its Annual Report and, where related to the funding provided under this Agreement, in media interviews, press releases, at events or competitions and in publications including promotional material, and on-line publications. The guiding principle shall be to give appropriate and proportionate credit to the Award as an investment in the Organisation's sport.
- 9.2 As and where appropriate, the Organisation must feature the Sport England logo on all major publications and marketing materials including the Organisation's websites. If Lottery Funding is used to partly or totally produce any such publications or marketing materials then the Sport England/National Lottery logo must be used instead of the Sport England logo. Guidance on the use of these logos can be found at http://www.sportengland.org/media_centre/our_logo.aspx
- 9.3 Sport England warrants that Sport England or the National Lottery Commission (as applicable) has all rights and authorities required to license the Organisation's use or display of the logos as described in clause 9.2 above.
- 9.4 Sport England may use the Organisation's name and logo(s) either (i) in the manner agreed in the Award Agreement; or (ii) in the manner to be agreed following negotiations in good faith between the parties, to promote Sport England's investment, by means of the Award, in the Organisation's Project.

- 9.5 Where agreement is reached on Sport England's use or display of the Organisation's logo(s) in connection with Sport England's promotion of its investment, by means of the Award, in the Organisation's Project, such logo(s) shall be used in a form and colour and to a design standard agreed in advance by the Organisation and shall be displayed in accordance with all relevant rules, regulations, terms and conditions and guidelines specified by the Organisation. The Organisation warrants that, where agreement is reached on Sport England's use or display of the Organisation's logo(s), the Organisation has all rights and authorities required to license such use or display.
- 9.6 Nothing in this Agreement shall be construed as a transfer of any intellectual property rights held by Sport England, the National Lottery Commission or the Organisation.
- 9.7 Where the Organisation has produced or commissioned any press release or other published material that includes the Logo, the Sport England name or any editorial that refers to Sport England, the Purpose or the Award, the Organisation will (i) promptly supply to Sport England free of charge at least one copy of any such press release; and (ii) upon Sport England's request promptly supply to Sport England free of charge at least one copy of any other such published material.
- 9.8 Where Sport England has produced or commissioned any press release or other published material that includes the Organisation's name or logo or any editorial that refers to the Organisation, the Purpose or the Award, Sport England will (i) promptly supply to the Organisation free of charge at least one copy of any such press release; and (ii) upon the Organisation's request promptly supply to the Organisation free of charge at least one copy of any other such published material.
- 9.9 The Organisation will keep Sport England informed of any sponsorship relating to an event, programme or facility wholly or substantially funded by the Award, will use its best endeavours to include in any such sponsorship agreement(s) entered into after the date of this Agreement a clause prohibiting the sponsor ambushing Sport England's grant of the Award by taking credit due to Sport England for that funding, and will use all reasonable endeavours to prevent ambush marketing tactics by the sponsor. For the avoidance of doubt, this clause shall not prevent the sponsor taking full credit for its own funding.

10. Miscellaneous Warranties

10.1 The Organisation warrants, undertakes and agrees that:

- 10.1.1 all financial and other information concerning the Organisation and the Project comprised in the Project Specifications or otherwise disclosed to Sport England is to their best of its knowledge and belief, true and fair;
- 10.1.2 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;
- 10.1.3 it is not aware of anything in its own affairs, which it has not disclosed to Sport England or any of its advisers, which might reasonably have

influenced the decision of Sport England in making the Award on the terms contained in the Agreement;

- 10.1.4 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;
- 10.1.5 everything identified in the Project is owned or controlled by the Organisation and the Organisation has access to it to fulfil the Project;
- 10.1.6 it is the sole beneficial owner of the Organisation's name and logo;
- 10.1.7 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;
- 10.1.8 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 Sport England, could bring the Project and/or Sport England into disrepute. If the Organisation believes that any such act has taken place, it will notify Sport England immediately and provide full details;
- 10.1.9 for Projects involving equipment purchase, it will not sell or dispose of Sport England funded equipment without written authorisation from Sport England, who will have the sole discretion to decide whether any proceeds may be retained by the Organisation for specified use within the Project or returned to Sport England;
- 10.1.10 it will from time to time, on being required to do so by Sport England, 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 Sport England as Sport England 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.

11. Suspension and Termination

- 11.1 Without prejudice to Sport England's other rights and remedies, Sport England shall have the right at any time during the Clawback Period to terminate this Agreement forthwith or suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as Sport England 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 Sport England may require) to be repaid to Sport England on demand, and/or any future payments be stopped, if:
 - 11.1.1 the Organisation ceases to operate for any reason or becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or enters into any arrangement or composition for the benefit of its creditors;
 - 11.1.2 there is evidence of financial mismanagement, breakdown of budgetary control or any other irregularity, within the Organisation;

- 11.1.3 if the Organisation fails to provide an acceptable explanation as to why the successful tender was accepted in accordance with condition 10.3.2
 - 11.1.4 in the reasonable opinion of Sport England the Organisation fails to comply with its obligations under this Agreement as to delivery of the Project objectives;
 - 11.1.5 where the Organisation fails to complete the Project at all or fails to complete the Project by an agreed time (unless such failure was due to factors beyond the Organisation's control);
 - 11.1.6 within the Clawback Period, the Organisation fails to comply with or breaches any term or condition of the Award;
 - 11.1.7 in the reasonable opinion of Sport England, any assurance given or information contained within the Project Specifications or other documents submitted by the Organisation to Sport England were completed fraudulently, incorrectly or misleadingly in any material particular;
 - 11.1.8 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 Project generally;
 - 11.1.9 the circumstances set out in Condition 4.5.
- 11.2 If Sport England chooses to suspend this Agreement pursuant to this clause and the Organisation remains in default of any of provisions 11.1.7-11.1.8 above, or indicates its intention to remain in default of any such provision, Sport England may terminate this Agreement immediately upon notice in writing to the Organisation.
- 11.3 The Organisation shall repay to Sport England any part of the Award incorrectly paid to it as a result of an administrative error including (without limitation) where an incorrect amount of the Award has been released or where the Award has been released in error before all applicable terms and conditions have been complied with by the Organisation.

12. Deficits/Surplus

- 12.1 Where the Organisation is carrying forward an ongoing deficit on the Project at the end of any quarter, there will be no corresponding increase in the Award, unless otherwise agreed in writing by Sport England.
- 12.2 If at the end of any quarter or period the Organisation is carrying forward an ongoing surplus on the Project, Sport England reserves the right to adjust future payments.
- 12.3 Sport England 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 Project, 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 Sport England in its absolute

discretion but such reduction or refund shall not exceed the amount of the underspend.

13. Distributable Profit

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

14. Exclusion of Liability, Indemnity and Security

14.1 Sport England, 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.

14.2 The Organisation will indemnify and hold harmless Sport England, 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 Sport England. In this latter connection, the Organisation agrees to provide prompt notice to Sport England of any such claim, and Sport England shall have the sole right to control the defence of any such claim.

15. Sport England Funding

15.1 The Organisation acknowledges and agrees that the Award is to be paid out of public money and that Sport England is accountable for its distribution. Accordingly the Organisation acknowledges and agrees that Sport England, 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:

15.1.1 the organisation creates a charge over its assets; and

15.1.2 the Organisation inserts a note into its Treasurer's Report of their accounts referencing the Award, in order to secure the obligations of the Organisation and/or the repayment of the Award in accordance with these terms and conditions.

15.2 The Organisation acknowledges and agrees that payment of the Award can only be guaranteed whilst Sport England;

15.2.1 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

15.2.2 has access to sufficient funds to meet grant payments at the time of the Organisation requesting payment of the Award

provided that Sport England will notify the Organisation as soon as it becomes aware of the possibility of any of the above situations arising.

15.3 Sport England 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 Sport England materially alter and/or if required to do so pursuant to or in order to comply with the National Lottery etc Act 1993 (or an amendment thereto) and/or any directions issued under that Act or by government in relation to Exchequer or lottery funding.

16. Tax

16.1 Nothing in this Agreement is intended to create a VAT taxable supply. The Parties shall cooperate in good faith in resisting any argument by HM Revenue and Customs that VAT is payable in respect of the Award. In the event, however, that HM Revenue and Customs determines that any part of this Agreement does create a right or obligation which gives rise to the payment of VAT, the Organisation (and not Sport England) shall be responsible for such VAT obligations. In such circumstances, the Organisation shall have the right to terminate the Agreement effective 30 days after receipt of notice of termination, upon repayment to Sport England of the whole or such part of the Award as is appropriate in the circumstances.

17 Confidentiality and Freedom of Information

17.1 Subject to the following provisions of this clause 17 neither Party shall, without the other Party's prior written consent, use or disclose any confidential information relating to the other Party which it learns as a consequence of entering into or performing this Agreement or drafting and delivering the Plan.

17.2 The above limitations on use and disclosure shall not apply to information disclosed by either Party pursuant to the requirements of a governmental authority or judicial order or legal requirement e.g. disclosure required under the Freedom of Information Act 2000 ('FOI Act') or to information already in the public domain (otherwise than as a result of a breach of confidence by a Party), provided that, insofar as is reasonably practicable a Party consults with the other Party before disclosing any information pursuant to this clause 17.2.

17.3 The Parties acknowledge and agree that Sport England is a public authority and as such may be subject to certain statutory or other obligations to permit access to information held by Sport England (or by the Organisation on Sport England's behalf). Such information may extend to the contents of this Agreement and other documents and information relating to it. The Organisation shall without charge promptly provide all such assistance as Sport England may reasonably require in order that Sport England may comply with lawful and proper requests for access to documents and information held by the Organisation on Sport England's behalf.

17.4 Insofar as is reasonably practicable, Sport England will give the Organisation notice of and an opportunity to make representations in respect of any requests for access to documents or information relating to this Agreement, provided always that the decision whether or not to permit access to such documents or information shall remain within the absolute discretion of Sport England.

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 Sport England. Sport England shall be entitled, on prior written notice, to assign the benefit and burden of this Agreement to any successor body of Sport England.

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 Sport England 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 Sport England prejudice or affect or restrict any of Sport England's rights arising under this Agreement or be deemed a waiver by Sport England 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 Sport England 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 Sport England'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 Sport England may reasonably require in order that Sport England 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.
- 18.10 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.
- 18.11 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.

Acceptance of Award

URN:	2013009565
Organisation:	Nottingham City Council
Project Title:	Market Development

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 dated 02/08/2013 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.
- All the details in your organisation's application form and supporting information are true and correct to the best of your knowledge.

Project Start Date:

Project End Date:

	Signature	Date
Signature of authorised officer:	<input type="text"/>	<input type="text"/>
Print full name:	<input type="text"/>	
Position:	<input type="text"/>	
Organisation:	<input type="text"/>	

	Signature	Date
Countersignature of authorised officer:	<input type="text"/>	<input type="text"/>
Print full name:	<input type="text"/>	
Position:	<input type="text"/>	
Organisation:	<input type="text"/>	

Project Contacts Form:

(to be filled in should any relevant personell change within the scope of a particular project)

URN:	2013009565
Name of Organisation:	Nottingham City Council
Project Title:	Market Development
Organisation Address:	

Please enter the details below of those people in your organisation who will be responsible for the different aspects of the project. **At least two separate contacts must be listed.**

Please indicate using the tick boxes

- Who is the main contact for your project?
- Who is responsible for Measurement and Evaluation (M&E) reporting?
- Who you wish to receive remittance advice?
- Who is responsible for submitting any claim forms and overseeing award payments?

Signature of authorised officer:	
Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: <i>(if different to organisation address)</i>	

Main Project Contact	<input type="checkbox"/>
M&E Contact	<input type="checkbox"/>
Remittance Contact	<input type="checkbox"/>
Payment Contact	<input type="checkbox"/>

Signature of authorised officer:	
Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: <i>(if different to organisation address)</i>	

Main Project Contact	<input type="checkbox"/>
M&E Contact	<input type="checkbox"/>
Remittance Contact	<input type="checkbox"/>
Payment Contact	<input type="checkbox"/>

Signature of authorised officer:	
Print full name:	
Job Title:	
Email address:	
Telephone number:	
Address: <i>(if different to organisation address)</i>	

Main Project Contact	<input type="checkbox"/>
M&E Contact	<input type="checkbox"/>
Remittance Contact	<input type="checkbox"/>
Payment Contact	<input type="checkbox"/>

Bank Details Form (BACS): Your bank details must be completed in full

URN:	2013009565
Organisation:	Nottingham City Council
Project title:	Market Development
Account signatory name(s):	
Official position:	
Email address (for remittance advice):	
Alternatively, if you would prefer to receive remittance advice via the post, please provide your address:	
Bank/building society name:	
Branch address:	
Account name:	

Account number:

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Bank collection ref:
(if applicable)

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Sort code:

		-			-		
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Please return this completed form to the below address, along with one of the following:

- A copy of your most recent bank statement. **Tick here if enclosed:**
Please note; Internet banking printouts must include the postal address of account holder and be signed as a true and accurate record by your organisations Account Signatory.

Or

- If you have previously received a grant from Sport England, and your account details have not changed, please complete your bank details above and provide the Unique Reference Number (URN) of a previous award you received:

URN:

If you cannot provide either of the above, please contact your Case Officer and an alternative form will be provided to you, which will require authorisation from your bank.

All completed forms should be sent to:

Sport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF.Account Signatory: Date: **For Internal Use Only:**

Do the bank account details match those provided on statements:	Yes / No	
Does the form/ statement appear to be untampered with:	Yes / No	
Is the account name, the same as the applicant name:	Yes / No	
Checks completed by: <i>(insert initials)</i> :		
Date form forwarded to Finance:	/ /	
Finance – BACS reconciled against URN. Account matches report:	Yes / No	

Project Breakdown Forecast

(to be filled in at the beginning of the project or for re-profiling purposes)

URN:	2013009565
Name of organisation:	Nottingham City Council
Project title:	Market Development
Total project cost:	
Total partnership funding:	
Total Sport England award:	
Anticipated project start date:	

Breakdown of Project Costs

Please list here the forecast for all of the spending relating to this project including in-kind costs, to the nearest whole £.

	Year 1	Year 2	Year 3	Total
Date from:				
Date to:				
Staff costs (including on-costs)				
Equipment hire/purchase				
Hire of facilities				
Promotion/publicity				
Coaches fees/expenses				
Transport/travel costs				
Other (.....)				
Other (.....)				
Total costs (£):				

Breakdown of Partnership Funding:

Please list here the breakdown of all other funding sources for the project, including your own and all in-kind contributions

Funding Source	Year 1	Year 2	Year 3	Total
Total Partnership Funding:				

Breakdown of Sport England Funding:

Please list here the breakdown of your Sport England award, including in-principal awards where applicable

Year 1	Year 2	Year 3	Total

Official of Organisation

Signature:	
Print name:	
Job title:	

Counter Signatory

Signature:	
Print name:	
Job title:	

Date:

Date:

Initial Project Cost and Claim Form

(To be filled in at the beginning of the project & returned with the award acceptance form)

URN:	2013009565
Name of applicant organisation:	Nottingham City Council
Project title:	Market Development
Funding period for this claim:	From:
	To:

INITIAL SIX MONTH PROJECT COST PROJECTION:

Please list the breakdown of your budget as stated in your Project Budget Forecast Form for the first year of your project. Then list what your anticipated spend is for the first six months. Figures should be rounded up to the nearest whole £

<u>Total expenditure for the period:</u>	<u>Year Budget</u>	<u>Projected first 6 months spend</u>
Staff costs (including on-costs)		
Equipment hire/purchase		
Hire of facilities		
Promotion/publicity		
Coaches fees/expenses		
Transport/travel costs		
Other (.....)		
Other (.....)		
Total Costs:		

The first 6 monthly payment for your award can be made now by completing the details below:

A. Amount of grant now claimed:	
B. Total amount of grant previously claimed	
C. Cumulative value of grant claimed to date (A+B)	
D. Grant award	
E. Overall balance of grant remaining to claim (D-C)	

DECLARATION

For all claims, this form must be signed by two authorised senior officials of the applicant organisation. Note that both the signatures must be originals and that photocopies or forms sent via fax or email are not valid. We hereby certify that the figures detailed on this form represent the actual budget for the period under review. We further certify that the activities to date have been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the Conditions of Award.

Official of Applicant Organisation

Signature:

Print name:

Job title:

Date:

Counter Signatory

Signature:

Print name:

Job title:

Date:

6 Monthly Project Cost Reconciliation & Claim Form

(to be filled in half way through the project year: 6-months inbetween the end of year form)

URN:	2013009565
Name of applicant organisation:	Nottingham City Council
Project title:	Market Development
Funding period for this claim:	From:
	To:

SIX MONTHLY PROJECT COST RECONCILIATION:

Please list the breakdown of your original budget as stated in the Project Budget Forecast Form for the whole project and then list what your actual spend is so far. Figures should be rounded up to the nearest whole £

<u>Total expenditure for the period:</u>	<u>Year Budget</u>	<u>Actual Spend*</u>
Staff costs (including on-costs)		
Equipment hire/purchase		
Hire of facilities		
Promotion/publicity		
Coaches fees/expenses		
Transport/travel costs		
Other (.....)		
Other (.....)		
Total Costs:		

*A schedule of invoices or authorised cost centre readouts, clearly showing eligible income and expenditure relating to the Community Programme project, must accompany these figures.

A. Amount of grant now claimed:	
B. Total amount of grant previously claimed	
C. Cumulative value of grant claimed to date (A+B)	
D. Grant award	
E. Overall balance of grant remaining to claim (D-C)	

DECLARATION

For all claims, this form must be signed by two authorised senior officials of the applicant organisation. Note that both the signatures must be originals and that photocopies or forms sent via fax or email are not valid. We hereby certify that the figures detailed on this form represent the actual expenditure for the period under review.

We further certify that the activities to date have been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the Conditions of Award.

Official of Applicant Organisation

Counter Signatory

Signature:	
Print name:	
Job title:	
Date:	

Signature:	
Print name:	
Job title:	
Date:	

Annual Project Cost Reconciliation and Claim Form

(to be filled in at the end of each year of the project)

URN:	2013009565
Name of applicant organisation:	Nottingham City Council
Project title:	Market Development
Funding period for this claim:	From:
	To:

ANNUAL PROJECT COST RECONCILIATION:

Please list the breakdown of your original budget as stated in the Project Budget Forecast Form for the whole project and then list what your actual spend is so far. Figures should be rounded up to the nearest whole £

<u>Total expenditure for the period:</u>	<u>Year Budget</u>	<u>Actual Spend*</u>	<u>Variance (over or under spend)</u>
Staff costs (including on-costs)			
Equipment hire/purchase			
Hire of facilities			
Promotion/publicity			
Coaches fees/expenses			
Transport/travel costs			
Other (.....)			
Other (.....)			
Total Costs:			

*A schedule of invoices or authorised cost centre readouts, clearly showing eligible income and expenditure relating to the Community Programme project, must accompany these figures.

A. Amount of grant now claimed:	
B. Total amount of grant previously claimed	
C. Cumulative value of grant claimed to date (A+B)	
D. Grant award	
E. Overall balance of grant remaining to claim (D-C)	

DECLARATION

For all claims, this form must be signed by two authorised senior officials of the applicant organisation. Note that both the signatures must be originals and that photocopies or forms sent via fax or email are not valid. We hereby certify that the figures detailed on this form represent the actual expenditure for the period under review.

We further certify that the activities to date have been properly and fully carried out to an acceptable standard and completed satisfactorily in accordance with the Conditions of Award.

Official of Applicant Organisation

Counter Signatory

Signature:	
Print name:	
Job title:	
Date:	

Signature:	
Print name:	
Job title:	
Date:	

