

The Football Foundation

**PREMIER LEAGUE PRIMARY STARS KIT AND EQUIPMENT SCHEME
(Schools)**

Terms and conditions

Last updated: May 2020

PREMIER LEAGUE PRIMARY STARS KIT AND EQUIPMENT SCHEME

FOOTBALL FOUNDATION TERMS AND CONDITIONS OF GRANT AID

1. Definitions

For the purposes of this Grant Agreement (as defined below) the following expressions mean:

“Application”	means the application form submitted by or on behalf of the Organisation for a Grant in respect of the Project and shall include all written and verbal representations made by the Organisation to the Foundation regarding the Organisation and the Project;
“Equipment”	means the kit and equipment referred to in the Grant Offer Email;
“Foundation”	means the Football Foundation (registered company number 3876305; registered charity number 1079309) whose registered office is at 10 Eastbourne Terrace Paddington London W2 6LG and references to the Foundation shall include the Foundation, its staff and any other person representing the Foundation;
“Grant”	means the grant for free Equipment referred to in the Grant Offer Email awarded in support of the Project;
“Grant Agreement”	means this agreement entered into between the Organisation and the Foundation, together with the Grant Offer Email and Application Form;
“Grant Offer Email”	means the Grant offer email sent to the Organisation confirming the Grant and attaching these terms and conditions;
“Organisation”	means the school or school site to which the Grant is made;
“Project”	means the activities in the Application Form for which the Grant will be used;
“Redemption Code”	means the unique voucher code which the Organisation is provided in the Grant Offer Email to order items with the Official Scheme Supplier; and

“Official Scheme Supplier” means, in respect of certain equipment, Kitlocker (registered company number 6540423) whose registered office is at 92 Burton Road, Sheffield, South Yorkshire, S3 8BX and in respect of kit and certain equipment, NIKE European Operations Netherlands B.V., a corporation organised under the laws of the Netherlands and having its registered offices at Colosseum 1, 1213 NL, Hilversum, the Netherlands

2. Purpose of Grant

- 2.1 The Grant will be used towards the Project as set out in the Application in accordance with the terms of this Grant (the “**Purpose**”).
- 2.2 All items redeemed as part of the Grant must be used at the site of the Organisation only and cannot be transferred between schools or used anywhere else other than an official school site of the Organisation;

3. Redemption Code

- 3.1 All items redeemed as part of the Grant shall be provided by the Official Scheme Supplier;
- 3.2 The Redemption Code will only be valid from **12 May 2020 until 30 June 2020** as stated in the Grant Offer Email so must be redeemed within that timeframe;
- 3.3 The Redemption Code is non-transferable and must be used by the applicant Organisation only;
- 3.4 The Redemption Code can only be redeemed once in respect of this Grant.

4. Monitoring

- 4.1 The Grant will be monitored for a period of 12 months from the date of the Grant Offer Email (the “**Monitoring Period**”) to ensure that:
 - 4.1.1 the aims and objectives specified in the Application (in the activity and user sections of the Application) are being met; and
 - 4.1.2 The Foundation may also monitor the Grant to identify best practice, understand key problems and to help the Foundation to improve its processes.

4.2 The Organisation must monitor the progress of the Grant and complete any monitoring sent by the Foundation or supply such further information as the Foundation may reasonably require. Any monitoring requirements will be at the discretion of the Foundation but are likely to include one or more surveys during the Monitoring Period.

4.3 In order for the Foundation to monitor the Grant, the Organisation has provided the contact details of a suitable individual who shall liaise with the Foundation in this regard (the "Monitoring Individual").

4.4 The Organisation will ensure that the Foundation is updated with new contact details for the Monitoring Individual whenever necessary.

4.5 During the Monitoring Period, the Organisation must be prepared to receive site visits and permit access to authorised representative(s) and nominee(s) of the Foundation, upon reasonable notice (not more than two working days' notice need be given), to the Organisation's premises, the Equipment and to permit the Foundation to discuss any aspect of the Purpose of the Grant and usage of Equipment with key members of its staff.

4.6

5. Privacy and data protection

Please ensure that you are familiar with the Football Foundation's Privacy and Data Protection statement, which explains how information about you will be processed and stored. By applying for a grant from the Foundation you are agreeing to us being able to record and process relevant information about you. A link to the statement can be found here: <https://www.footballfoundation.org.uk/privacy/>

6. Publicity

6.1 The Organisation shall co-operate with the Foundation in respect of publicity for the Grant. The Foundation reserves the right to co-ordinate media activity in respect of the Grant.

6.2 The Organisation agrees that it will not publicise this Grant, (including, for the avoidance of doubt, through social media) unless it is in the form of the template press release which the Foundation shall email to the Organisation at the same time as delivery of the Equipment. The Organisation may adapt the template press release to include the details of the school and distribute it to local media, and post on the Organisation's social media channels/website. The Organisation agrees that it will seek the prior written consent of the Foundation in respect of any publicity for the Grant which is not substantially in the same form as the template press release.

7. Suspension, Termination or Clawback

7.1 Without prejudice to the Foundation's other rights and remedies, the Foundation shall have the right at any time to terminate this Grant Agreement forthwith or suspend all or any of its obligations hereunder by notice in writing upon such terms and for such period as the Foundation may in its absolute discretion determine and (in either case) require a sum equivalent to the value of the Grant to be repaid to the Foundation on demand, if it determines (in its sole discretion) that the Equipment is not being used for the Purpose of the Grant or otherwise for educational purposes.

8. General

- 8.1 The Parties agree that this Grant Agreement constitutes the entire agreement between the parties and supersede 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 Grant Agreement.
- 8.2 Nothing in this Grant Agreement shall be deemed to constitute a partnership, joint venture, relationship of agency or any employment relationship between the parties.
- 8.3 This Grant Agreement may only be modified by written agreement duly signed by both parties.
- 8.4 If at any time one or more provisions of this Grant 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.
- 8.5 Any notices to be served under this Grant Agreement shall be in writing and served at the addresses set out in this Grant Agreement.
- 8.6 This Grant Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 8.7 This Grant Agreement shall be governed by English law. The parties undertake to each other to use their best endeavours wherever possible to resolve any dispute, which may arise under the Grant Agreement amicably.
- 8.8 If the parties fail to resolve a dispute amicably, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR.

8.9 Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings (in accordance with clause 8.10).

8.10 Subject to clauses 8.7 to 8.9 above, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.