

Cherwell District Council

39 Castle Quay,
Banbury,
OX16 5FD

9th July 2025



— Dear *Helen*,

1. In this letter, the following terms have the corresponding meanings:
 - a. **AGP Framework Suppliers** means the suppliers with which The Football Foundation has agreed terms for the exclusive supply of construction services for Artificial Grass Pitches;
 - b. **Application** has the meaning given in paragraph 2 of this letter;
 - c. **Artificial Grass Pitch** means an artificial grass football pitch, whether a 3G pitch or any other type of artificial grass football pitch;
 - d. **Cap** means £35,000 (excluding any VAT);
 - e. **Grant Agreement** has the meaning given in paragraph 5 of this letter;
 - f. **Grant Funding** means the grant funding for which the Organisation intends to apply;
 - g. **Organisation** means [*Cherwell District Council*];
 - h. **Preliminary Costs** means the costs relating to the Project as set out in paragraph 3 of this letter and the Schedule (excluding any VAT);
 - i. **Project** means the construction and/or development of Artificial Grass Pitch(es);
 - j. **Property** means the property on which the Project is to be delivered;
 - k. **Schedule** means the schedule to this letter; and
 - l. **The Football Foundation** means The Football Foundation, a charitable company limited by guarantee with company number 3876305 and charity number 1079309, whose registered office address is at Wembley Stadium, Wembley Park, London, England, HA9 0WS.

2. You have notified us that you are interested in making an application for Grant Funding from The Football Foundation for the Project (the “**Application**”). The Football Foundation has agreed to cover the Preliminary Costs on the terms set out in this letter. The Football Foundation is a charity and needs to ensure that its funds are spent appropriately and that it only incurs Preliminary Costs in relation to applications by Organisations committed to delivering their planned Project.

3. The Football Foundation will, subject to the terms of this letter, arrange and pay for:
 - a. surveys to be carried out on the Property;
 - b. feasibility and design work to be created for the delivery of the Project;
 - c. the tendering of the Project to the AGP Framework Suppliers

(together, the “**Preliminary Costs**”)

In each case subject to the budgeted amounts set out in the Schedule and cumulatively capped at the Cap. In the event that it is necessary for The Football Foundation to incur Preliminary Costs in excess of the Cap in order to complete the work described in this paragraph, the Organisation shall be responsible for the excess payment.

Schedule

Item	Cost
Site Investigation Surveys	£12,500
Site Specific Surveys	£10,000
Frameworks Design Consultant Fee	£8,391
Framework Managing Consultant Fee	£4,109

4. Subsequent to this letter, the Organisation will submit an Application or will notify The Football Foundation that it does not wish to do so. Upon receipt of the Application, The Football Foundation Grants Panel will consider whether it wishes to offer the Grant Funding to the Organisation. This letter does not constitute an offer of the Grant Funding and The Football Foundation reserves the right to reject the Application. Should The Football Foundation elect (at its absolute discretion) to provide the Grant Funding, it will issue the Organisation with a grant agreement relating to the Project (the “**Grant Agreement**”).
5. If the Organisation submits an Application and The Football Foundation decides not to offer the Grant Funding to the Organisation, The Football Foundation will not seek repayment of the Preliminary Costs. However, if the Organisation:
 - a. does not submit an Application within [12 months] of the date of this letter or notifies The Football Foundation that it does not intend to submit an Application;
 - b. is successful in receiving an offer for the Grant Funding but does not return a properly executed copy of the Grant Agreement within [two months] of the date on which it was sent;

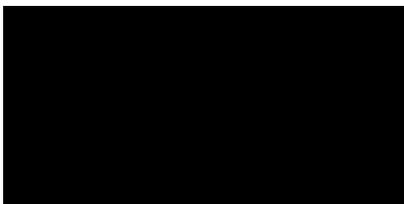
- c. has provided any information to The Football Foundation which is not materially true, accurate and complete or has failed to provide information to The Football Foundation which The Football Foundation considers would have been relevant to its determination of whether or not to award the Grant Funding; or
- d. during the term of the Grant Agreement, fails to deliver the Project in accordance with the terms of the Grant Agreement,

then the Organisation will promptly (and in any event within 28 days of the date of demand for payment by The Football Foundation) pay the Football Foundation a sum equivalent to the Preliminary Costs that have been incurred by the Football Foundation.

- 6. This letter is intended to be legally binding once signed on behalf of the Organisation. It shall continue in full force and effect from the date indicated above until practical completion (as defined in the Grant Agreement) of the Project. This agreement cannot be assigned by the Organisation without the prior written consent of the Football Foundation.
- 7. This letter and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 8. 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 letter or its subject matter or formation.

I would be grateful if you would sign and return page 4 of this letter accepting the terms of this letter.

Yours sincerely,



Dean Potter
Director of Grant Management

[Executed as a deed by)
[Cherwell District Council] acting by a)
director in the presence of:)
)

Signature of director:

Signature of witness:

Name of witness:

Address of witness:

.....

.....

Occupation of witness:]

Executed as a deed by)
THE FOOTBALL FOUNDATION acting by a)
director in the presence of:)
)

Signature of director:

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

