

GRANT ADHERENCE AGREEMENT**THIS AGREEMENT IS DATED****2024****PARTIES**

- (1) **The English Sports Council**, a body corporate with registration number RC000766 of, SportPark, 3 Oakwood Drive, Loughborough, Leicestershire LE11 3QF ("**Sport England**");
- (2) **[INSERT APPLICANT NAME]**, of **[INSERT ADDRESS]** (the "**Applicant**"); and
- (3) **[INSERT FACILITY OWNER NAME]**, of **[INSERT ADDRESS]** (the "**Facility Owner**").

1. BACKGROUND

- 1.1 This Agreement is supplemental to the Grant Agreement (as defined below).
- 1.2 The Facility Owner is non-profit organisation which owns one or more public swimming pools within the Applicant's local authority area.
- 1.3 It is agreed between the Parties the Facility Owner will receive a proportion of the Capital Grant awarded to the Applicant to undertake capital works projects at a swimming pool facility or facilities owned and/or operated by the Facility Owner, subject to and in accordance with the terms of this Agreement.

2. DEFINITIONS

- 2.1 In this Agreement unless provided otherwise or the context expressly requires otherwise, words and expressions used have the meaning given to them in the Grant Agreement.
- 2.2 The following definitions will apply to this Agreement:
 - (a) "**Facility**" means the public swimming pool in the Applicant's local authority area owned and/or operated by the Facility Owner (and in the event the Facility Owner owns and/or operates multiple public swimming pools in the Applicant's local authority area which will each receive a proportion of the Capital Grant, each use of 'Facility' in this Agreement shall be deemed to refer to all such pools);
 - (b) "**Grant Agreement**" means an agreement dated on or around the date of this Agreement, made between Sport England and the Applicant, which governs payment of the Capital Grant by Sport England to the Applicant; and
 - (c) "**Facility Owner Capital Grant**" means the proportion of the Capital Grant allocated to the Facility, as set out in the Grant Agreement.

3. CONSIDERATION

Sport England's consideration for the undertakings given to it in this Agreement is its agreement to pay the Applicant the Capital Grant in accordance with the Grant Agreement.

4. COMPLIANCE WITH THE GRANT AGREEMENT

- 4.1 The Facility Owner covenants with both Sport England and the Applicant:
 - (a) that it has been supplied with and has read a copy of the Grant Agreement; and

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- (b) that, from the date of this Agreement, it shall observe, perform and be bound by all and any provisions of the Grant Agreement to the extent applicable to it as owner or operator of the Facility (including but not limited to the terms set out in Schedule 1 to this Agreement).

4.2 Nothing in this Agreement shall release the Applicant from any liability in respect of any obligations under the Grant Agreement.

5. **PAYMENT OF FUNDING**

[Sport England note to Local Authorities: Each Local Authority applicant must make its own judgment as to whether it requires additional assurances from the facility owner/operator before making onward payment of the Capital Grant.]

The Applicant undertakes to pay the Facility Owner Capital Grant to the Facility Owner without undue delay, and in accordance with clause 2.1 of Schedule 4 to the Grant Agreement.

6. **LEGAL CHARGE**

6.1 In order to comply with Sport England policy, in the event that the Facility Owner Capital Grant is £150,000 or more, the Facility Owner must enter into the legal charge set out at Schedule 2 to this Agreement prior to receipt of the Facility Owner Capital Grant.

6.2 Sport England will not release the Facility Owner Capital Grant until the grant security required in accordance with clause 6.1 above is registered at the Land Registry

7. **MISCELLANEOUS**

7.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7.2 This Agreement 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 laws of England and Wales.

7.3 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.

This document has been executed and takes effect on the date stated at the beginning of it.

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Signed for and on behalf of the **English Sports Council**

Signatory name:

Signature

Signatory position:

Signed for and on behalf of **[INSERT APPLICANT NAME]**

Signatory name:

Signature

Signatory position:

Signed for and on behalf of **[INSERT FACILITY OWNER NAME]**

Signatory name:

Signature

Signatory position:

SCHEDULE 1 – TERMS OF THE GRANT AGREEMENT APPLICABLE TO THE FACILITY OWNER**DATA REPORTING REQUIREMENTS****1. FINANCIAL**

The Facility Owner will directly input details of actual financial performance on a quarterly basis in the format required on Sport England's Moving Communities platform, and will endeavour to provide the information in an automated manner.

2. FACILITY INFORMATION

The Facility Owner will provide any material changes to the capacity or opening hours for each Facility as part of its monthly updates in writing to the Sport England Moving Communities team.

3. PARTICIPATION

3.1 The Facility Owner will provide details of actual visits and participation at each Facility on a monthly basis. The Facility Owner will provide the information directly on to Sport England's Moving Communities platform and will endeavour to provide the information in an automated manner.

3.2 The information to be provided consists of:

- (a) PARTICIPANTS: Total number of known unique individuals that have visited the Facility to do an activity in the relevant month broken down into the following categories on a monthly basis:
 - (i) Age / age group;
 - (ii) Gender;
 - (iii) IMD (deprivation decile) based on home postcode of participant;
 - (iv) Ethnicity; and
 - (v) Disability; and
- (b) VISITS: Total number of visits to the Facility in the relevant month, including a breakdown of the activity undertaken in each instance.

4. UTILITIES USAGE DATA

4.1 The Facility Owner will provide details of actual utilities and chemicals consumption at each Facility on a quarterly basis. The Facility Owner will provide the information directly on to Sport England's Moving Communities platform and will endeavour to provide the information in an automated manner. The information will be broken down into the following categories:

- (a) Gas (kw);
- (b) Electric (kwh);
- (c) Water (cubic metres);

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- (d) Oil (litres);
- (e) LPG (kg); and
- (f) Woodchip (tonnes).

4.2 If any Facility is awarded a Capital Grant of £250,000 or more, the Facility Owner must install metering and monitoring at that Facility at the Facility Owner's own cost which enables the Facility Owner to record (and report, in accordance with clause 4.1) details of actual energy consumption at the Facility on a quarterly basis. In respect of any Facility which is awarded a Capital Grant of less than £250,000, the Facility Owner is encouraged (but not required) to install such metering and monitoring.

5. ENVIRONMENTAL MANAGEMENT TRAINING

5.1 The Facility Owner will send at least one representative from each Facility to complete an online environmental management training course within six months of the date of this Agreement.

5.2 There will be no charge for the first representative, however attendance of additional representatives will be subject to charges (to be borne solely by the Facility Owner).

5.3 The course will be conducted online by Sport England's preferred contractor, Right Directions, and at least one representative of the Facility Owner must have attended the course.

6. ENVIRONMENTAL MANAGEMENT AUDIT

6.1 The Facility Owner will comply with the requirements of an environmental management module written by Right Directions at each Facility.

6.2 If notified in writing by Sport England, the Facility Owner will consent to and provide all necessary cooperation to enable an audit of the Facility (conducted by Sport England's preferred contractor, Right Directions) to be completed within 12 months of the date of this Agreement. The Facility Owner will not be liable to pay any charges in relation to the audit.

6.3 The Facility Owner may also receive an environmental mystery visit at any, or all, of the Facilities. The Facility Owner will not be liable to pay any charges in relation to the mystery visits.

6.4 The Facility Owner may be asked to review the findings of the audit and mystery visit(s) with Right Directions, which will be completed no earlier than six months post-audit. The Facility Owner will use reasonable endeavours to implement any recommendations communicated during such review. The Facility Owner will not be liable to pay any charges in relation to the review.

6.5 The Facility Owner agrees to the findings of the audit being recorded on Sport England's Moving Communities platform.

7. STRATEGIC PLAN FOR LEISURE

The Facility Owner will work in good faith with the Applicant to provide to Sport England a strategic plan for leisure and active wellbeing at the Facilities, aligned with the then upcoming Sport England Sport Strategy, by 1 April 2025. The detail of the plan may vary

depending on the Applicant's position with regard to strategic planning. Some applicants will already have a plan which, if dated 1 January 2021 or later, will be deemed acceptable.

8. GENERAL DATA SHARING

- 8.1 All information to be inputted to Sport England's Moving Communities platform in accordance with this Schedule 3:
- (a) will be provided for each Facility receiving funding; and
 - (b) must be provided to Sport England on an ongoing basis for the duration of the Grant Term and back dated to April 2022. The Facility Owner will use reasonable endeavours to provide the information within 20 days, and in any event will provide the information within 30 days, after the end of the previous quarter (or, for the back-dated information, after the date of this Agreement).
- 8.2 To comply with its data sharing requirements set out herein, the Facility Owner will:
- (a) itself consent to Sport England, the Facility Owner's local branch of the 'Active Partnerships' network and DCMS having access to data on Sport England's Moving Communities platform at Facility level;
 - (b) itself consent to the operator of Sport England's Moving Communities platform processing the relevant data; and
 - (c) provide Sport England and DCMS with access to the relevant data.

TERMS AND CONDITIONS

1. PAYMENT OF GRANT

In the event that the Capital Grant, or part of the Capital Grant, is unwanted, the Facility Owner must notify Sport England (with an accompanying reason for the change) within 7 days of the date on which the trigger for the change in circumstance occurred.

2. USE OF FUNDING

- 2.1 The Facility Owner may only use the Capital Grant to directly fund items of Eligible Expenditure that are set out in the Approved Application.
- 2.2 For each Capital Intervention at a Facility, the Facility Owner may not apply more than the total amount of Capital Grant funding allotted to that Capital Intervention at the relevant Facility in the Approved Application (the "**Allotted Amount**"), except as approved by Sport England (in its absolute discretion) in writing.
- 2.3 If the Facility Owner does not use all of the Allotted Amount for a Capital Intervention, the Facility Owner may not re-allocate the shortfall to another Capital Intervention except as approved by Sport England (in its absolute discretion) in writing.
- 2.4 The Facility Owner will not use the Capital Grant for any purpose other than funding Eligible Expenditure to enable the Capital Interventions to be undertaken in accordance with this Agreement, including in accordance with any ring-fencing or allocation in the Approved Application (or otherwise) of specific amounts towards specific expenditure. Eligible

Expenditure will not include any costs or expenses incurred prior to the date of this Agreement.

2.5 For the avoidance of doubt, the Capital Grant may not in any circumstances be used (in whole or in part) towards:

- (a) profit, or redundancy or similar payments;
- (b) Paid for lobbying;
- (c) Petitioning for additional funding;
- (d) Contributions in kind;
- (e) Interest payments or service charge payments for finance leases;
- (f) Gifts;
- (g) Statutory fines, criminal fines or civil penalties, damages or any associated legal costs;
- (h) Bad debts to related parties;
- (i) Depreciation, amortisation or impairment of assets; or
- (j) routine or planned maintenance.

3. CONDUCT OF CAPITAL INTERVENTIONS

3.1 For each Facility the Facility Owner shall undertake the capital works that are set out in Schedule 1 (the “**Capital Interventions**”). The Capital Interventions will be undertaken in accordance with:

- (a) any project plan submitted by the Applicant as part of its application for the Capital Grant and approved by Sport England (the “**Project Plan**”);
- (b) good industry practice; and
- (c) all Applicable Law.

3.2 The Facility Owner shall ensure that the Capital Interventions are completed (such that they operational and providing energy efficiency savings) at each Facility on or before 31 March 2025 or any earlier date specified in the Project Plan.

3.3 The Facility Owner shall keep Sport England informed of the progress of the Capital Interventions and shall in any event notify Sport England within five Business Days following their completion at each Facility.

4. OPERATING THE FACILITIES

4.1 The Facility Owner will operate each Facility diligently, in good faith and in accordance with all Applicable Law throughout the relevant Facility Term.

4.2 The Facility Owner will not sub-contract or otherwise delegate (or permit the sub-contracting or delegation of) the operation of a Facility (either in whole or in part) to any third party,

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unless Sport England has given its prior written consent to the appointment of any such third party. In any case the Facility Owner will at all times retain overall responsibility for performance of the terms of this Agreement.

4.3 The Facility Owner will operate each Facility:

- (a) in accordance with the Approved Application; and
- (b) using the capital asset(s) funded by the Capital Grant properly and for the purpose and in the manner for which they were intended, as set out in the Applicant's application for the Capital Grant.

4.4 The Facility Owner must obtain Sport England's prior written approval before closing (or permitting the closure of) a Facility, or limiting (or permitting the limitation of) the availability of a Facility below the levels required in the Approved Application, before the end of the relevant Facility Term.

4.5 The Facility Owner will not sell, transfer, assign, grant or dispose of any freehold or leasehold interest in all or any part of a Facility (or permit any of those things) (a "**Disposal**") before the end of the relevant Facility Term, unless Sport England has given its prior approval in writing.

4.6 Sport England will consider a request for approval under clause 4.4 or clause 4.5 acting reasonably and taking into account the Applicant's plan for the provision of public access to swimming facilities in its local area. The Facility Owner will provide Sport England with any information that Sport England may request in order to enable it to assess the request.

5. **PROCEEDS OF DISPOSAL**

5.1 If Sport England gives its approval to a Disposal pursuant to clause 4.6, the Facility Owner shall ensure that any Disposal is at full market value.

5.2 The Facility Owner shall, within 5 Business Days following a Disposal, notify Sport England of the net sale proceeds and provide any supporting evidence that Sport England may reasonably require.

5.3 Sport England will determine, in its sole but reasonable discretion, how much of the net sale proceeds from the Disposal should be:

- (a) paid to Sport England;
- (b) used for the purpose of enhancing, developing or operating the relevant Facility (or any of the other Facilities);
- (c) used for alternative community sporting purposes as the parties may agree and on terms agreed by the parties;
- (d) released for the Facility Owner to use as the Facility Owner wishes; or
- (e) applied for a combination of the above.

5.4 The Facility Owner will apply the net sale proceeds as determined by Sport England pursuant to clause 5.3 above.

6. REPORTING AND MONITORING

- 6.1 The Facility Owner will report on the operation of the Facilities in accordance with Schedule 3 or as Sport England may otherwise reasonably request from time to time. The Facility Owner will also comply with its other obligations in Schedule 3.
- 6.2 Sport England may share any information provided by the Facility Owner relating to the operation of the Facilities and/or the Approved Application with third parties (including Leisurenent, 4Global, Sport Industry Research Group with Sheffield Hallam University, Right Directions and DCMS) to enable analysis in relation to participation, financial and operational performance.
- 6.3 The Facility Owner will allow Sport England (or its representatives) to:
- (a) monitor the conduct and progress of the operation of the Facilities and the achievement of the objectives set out in this Agreement; and
 - (b) monitor compliance with the terms of this Agreement.
- 6.4 In order to enable the monitoring referred to in clause 6.3 the Facility Owner will:
- (a) allow Sport England (or its representatives) to have access at reasonable times to the Facilities, the offices of the Facility Owner or any other locations at which the operation of the Facilities is being administered; and
 - (b) provide such other reasonable assistance as Sport England (or its representatives) may request.
- 6.5 The Facility Owner will take appropriate steps to monitor its own success in operating the Facilities and achieving the objectives set out in this Agreement.

7. GOOD GOVERNANCE

- 7.1 The Facility Owner will ensure that it has an appropriate equality policy and an appropriate safeguarding policy and procedure. The Facility Owner will obtain all approvals and licences and any profile checks required by law or by Sport England from time to time.
- 7.2 The Facility Owner will at all times maintain and operate a: (i) conflict of interest policy; and (ii) a counter-fraud policy, both of which will be appropriate for an organisation that is receiving, using and dispensing public funds. The Facility Owner's conflict of interest policy must include provisions ensuring that members of any decision-making committee or body of the Facility Owner are not placed in a position where their personal interests might differ from those of the Facility Owner. The Facility Owner will provide copies of its conflict of interest policy and counter fraud policy to Sport England upon request.
- 7.3 The Facility Owner will ensure that there is no promotion, advertising, sponsorship, merchandising or sale of tobacco-based products, arms, gambling, payday loans, energy drinks or pornography ("**Restricted Products**"), whether by the Facility Owner or any other person, in connection with the Facilities.
- 7.4 The Facility Owner will not seek or accept any financial investment (whether for the Facilities or otherwise) from any person who is:
- (a) subject to any government sanctions; or

(b) involved in the production, distribution or promotion of Restricted Products.

7.5 The Facility Owner will not act, or permit any person associated with the Facilities to act, in any way which could bring the Facilities or Sport England into disrepute. The Facility Owner will notify Sport England immediately and provide full details if it believes that any such act has taken place.

8. **SUBSIDY CONTROL**

8.1 The Facility Owner will ensure that exercise of its rights, and performance of its obligations, under this Agreement does not put Sport England in breach of the United Kingdom's domestic obligations under the Subsidy Control Act 2022 or its international obligations in respect of subsidies.

8.2 The Facility Owner will take all reasonable steps to respond to any proceedings or investigation(s), in connection with the Facilities, by any relevant court or tribunal of relevant jurisdiction or regulatory body with respect to Sport England's obligations under the Subsidy Control Act 2022 or its international obligations in respect of subsidies.

9. **RECOGNITION OF FUNDING**

9.1 The Facility Owner recognises and will continue to recognise the contribution made by the Capital Grant to the operation of the Facilities as reasonably required by Sport England, including acknowledgment of the roles of His Majesty's Government, Sport England and (if applicable) the National Lottery in providing the funding.

9.2 The Facility Owner will acknowledge the Capital Grant publicly including:

- (a) in media interviews and press releases
- (b) on social media (including above and below the line advertising, twitter and facebook), using the appropriate handles (guidance on this use of social media can be found at <https://brandtoolkit.sportengland.org/social-media/>);
- (c) at events or competitions and in publications including promotional material, and on-line publications; and
- (d) as otherwise reasonably requested by Sport England.

In each case the guiding principle will be to give appropriate and proportionate credit to the Capital Grant in operating the Facilities.

9.3 The Facility Owner will, if required by Sport England, display appropriate Sport England signage in a prominent position on the Facility.

9.4 As and where appropriate, the Facility Owner must feature the Sport England logo on all major publications and marketing materials (including 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://brandtoolkit.sportengland.org/>.

9.5 Nothing in this Agreement will be construed as a transfer of ownership of any Intellectual Property held by Sport England or its subsidiaries, the Gambling Commission, any operator of the National Lottery, or the Facility Owner.

- 9.6 The Facility Owner shall own any Intellectual Property developed by or on behalf of the Facility Owner in operating the Facilities.
- 9.7 Sport England may use the Facility Owner's name and logo(s) to promote the funding of the Facilities. The Facility Owner warrants that the Facility Owner has all rights and authorities required to license Sport England to do this.
- 9.8 Sport England may wish to use the Facility Owner and the Facilities as a case study to enable long term learning and sharing of best practice. The Facility Owner will work with Sport England or its partners to enable this.

10. DATA

- 10.1 The Facility Owner will work to publish their sports sessions as "Open Opportunity Data" in line with the OpenActive standards where relevant, including the "OpenActive Activity List" and the OpenActive "Modelling Data Opportunity". This includes publishing data about opportunities the Facility Owner is running or facilitating, or using this data as part of its service where relevant. Where the Facility Owner is creating a product for booking sessions, either directly or indirectly, they should use the OpenActive "Open Booking" standards to support their work. Relevant data (excluding any personal data) includes but is not limited to: (i) data about when and where classes are taking place; (ii) data about where and when a Facility is available to be used; (iii) data about routes such as walking, running and cycling routes; or (iv) any other information which may be relevant to a consumer to help them take part in sport and physical activity. The Facility Owner will seek to move to adopt data standards for sport and physical activity where relevant as they emerge from the W3C OpenActive Standards group.
- 10.2 The Facility Owner will work with Sport England to agree a protocol on the sharing of data generated through operation of the Facilities to help produce insight into consumer preferences.
- 10.3 The Facility Owner will ensure that in operating the Facilities it will comply with all data protection laws. Without prejudice to the generality of the preceding sentence, the Facility Owner will ensure that it has in place appropriate and compliant data processing agreements with any relevant third party.
- 10.4 The Facility Owner will not provide any personal data (as defined in data protection laws) to Sport England. Consequently, the Facility Owner will ensure that any data that it provides to Sport England as part of its reporting or other obligations has, if applicable, been anonymised to such an extent that it does not constitute personal data.

11. RECORDS AND AUDIT

- 11.1 The Facility Owner will, throughout the Grant Term and for at least three years following the end of the Grant Term, maintain full accounts, books and records relating to the Facilities, including details of all expenditure of the Capital Grant. The Facility Owner will supply to Sport England such financial or other information and records as Sport England may reasonably require from time to time in respect of the Facility Owner's operation of the Facilities.
- 11.2 During the Grant Term and for two years following the end of the Grant Term (or such longer period as may be required by Applicable Law), the Facility Owner will enable Sport England and its authorised representative(s), nominee(s) or external auditors (including, without

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limitation, the Comptroller and Auditor General, the National Audit Office and the Parliamentary Health and Service Ombudsman) to access, upon not less than seven days' written notice, the offices of the Facility Owner and/or its affiliates, for the purpose of inspecting the books and records of the Facility Owner (and of any such affiliate) that relate to the use of the Capital Grant and operation of the Facilities, including the accounts and financial records referred to in clause 11.1 above, and take copies of the same.

- 11.3 If Sport England has a reasonable concern that the Facility Owner has acted fraudulently or otherwise engaged in any illegal or inappropriate conduct in connection with the operation of the Facilities, then the time limits set out in clause 11.2 will not apply.
- 11.4 The Facility Owner will notify Sport England if there is any material adverse change in the financial position or prospects of the Facility Owner.

SCHEDULE 2 – FORM OF LEGAL CHARGE

DATED

2024

(1) THE ENGLISH SPORTS COUNCIL

and

(2) [INSERT FACILITY OWNER NAME]

FORM OF LEGAL CHARGE

relating to

[INSERT PROPERTY/ TITLE NUMBER]

Sport England

SportPark

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1st Floor

3 Oakwood Drive

Loughborough

Leicestershire

LE11 3QF

THE LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

Administrative Area : [INSERT DETAILS]

Title Number : [INSERT DETAILS]

Property : [INSERT DETAILS]

PARTICULARS

DATE

2024

1. Definitions and Interpretations

- 1.1 **"Capital Grant Agreement"** the agreement made between the Chargee and the Chargor dated [].
- 1.2 **"Chargee"** The English Sports Council (Company Registry Number RC000766) of SportPark, 1st Floor, 3 Oakwood Drive, Loughborough, Leicestershire, LE11 3QF.
- 1.3 **"Chargor"** [Insert Chargor name] (company registration number/Charity registration number [number]) of [address].
- 1.4 **"Grant"** the individual grant that in total amounts to £[Amount] ([Amount] pounds) granted by the Chargee to the Chargor subject to the terms and conditions contained in the Capital Grant Agreement as varied from time to time.
- 1.5 **["Plan"]** the plan attached hereto.]
- 1.6 **"Property"** the [freehold] [leasehold] property known as [property description / name] registered at the Land Registry under title number [number], [and as edged red on the Plan].
- 1.7 **"Secured Liabilities"** all sums and contingent liabilities now or at any time in the future being or becoming due or owing by the Chargor to the Chargee under the terms and conditions of the Grant.
2. **Covenants by Chargor**
 - 2.1 The Chargor hereby covenants with the Chargee that it will pay perform and discharge the Secured Liabilities as and when they become due.
3. **Legal Charge**
 - 3.1 The Chargor with full title guarantee charges to the Chargee the Property by way of legal mortgage with payment or discharge of the Secured Liabilities payable on demand upon the breach by the Chargor of any of the terms and conditions of the Grant.
4. **Chargee's Powers**
 - 4.1 Section 103 of the Law of Property Act 1925 shall not apply to this Deed.
 - 4.2 At any time after the money secured by this Deed has become due and payable and this security has become enforceable the power of sale as amended or varied by this Deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.
 - 4.3 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may think fit.
 - 4.4 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of the Property or any part or parts of it or agree to do so without restriction in such

manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property 1925 section 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12).

- 4.5 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by him could exercise.

5. Restriction on Title

- 5.1 The Chargor hereby applies to the Chief Land Registrar at the Land Registry, at its own cost and within 15 days of execution, for a restriction in favour of the Chargee to be entered in the property register of the title under which the Property is registered in the following terms (or words to the following effect):

"No disposition of that part of the registered estate shown edged [●] on plan [●] by the proprietor of the registered estate is to be registered without a written consent signed by the English Sports Council of SportPark, 1st Floor, 3 Oakwood Drive, Loughborough, Leicestershire LE11 3QF, or their conveyancer."

- 5.2 The Chargor shall deliver to the Chargee an official copy of such title showing registration of the restriction.

[Clause 6: insert or delete as required for use when applicant is a COMPANY]

6. Companies House

- 6.1 The Chargor hereby applies to the Registrar of Companies at Companies House for registration of this Deed to be entered on the register of charges within 21 days of execution. The Chargor shall deliver to the Chargee the certificate of registration showing the registration of the Deed.

[Clause 7: insert or delete as required for use when applicant is a CHARITY]

7. Charities Act 2011

- 7.1 The Chargor is a non-exempt charity, and this Legal Charge is not one falling within Section 124 (9) (a) or (b) of the Charities Act 2011, and the restrictions imposed by Section 124 of the Charities Act 2011 apply.
- 7.2 The directors or trustees of the Chargor, being the persons who have the general control and management of its administration, certify that they have power under its trust to effect this Legal Charge and that they have obtained and considered such advice as is mentioned in Section 124 (2) of Charities Act 2011.

THE ENGLISH SPORTS COUNCIL

The application of
THE COMMON SEAL of the
ENGLISH SPORTS COUNCIL
to this deed
has been authenticated by:

.....
Signature
.....
Name
.....
Title

.....
Signature
.....
Name
.....
Title

Executed as a Deed by
[INSERT DETAILS]

.....
Signature
.....
Name
.....
Title

.....
Signature
.....
Name
.....
Title

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Plan

[to be attached]