

Terms and Conditions of this Talented Athletes Fund Award

Purpose of the Grant

You shall use the Grant as a contribution towards Your essential personal sporting costs associated with training and competing at a national / international level in Your sporting discipline and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without Our prior written agreement.

Targets for the Athlete

- To increase or maintain ranking (depending on current level).
- To improve on your personal best.
- To achieve your Goals (as outlined in the application).
- To continue to contribute to your community through volunteering, coaching or fundraising.

Acknowledgment, publicity and engagement

- Recipients of LIS funding agree to use Our logo, which is available on [our website](#).
- We may use Your name in Our publicity material.
- We may provide details of Your Grant to the local media / general public.
- You agree to act as a “Sporting Ambassador for Nottinghamshire”.

Payment of Grant

Payment of the Grant is subject to satisfactory receipt of a supporting statement from the Athlete's National Governing Body / National Disability Sports Organisation.

Athlete / Responsible Adult responsibility

- If You do not spend the whole Grant for the agreed purpose You will inform Us as soon as possible. We may ask You to promptly return any unspent monies or, if agreed in writing by the Council, You shall be entitled to retain the unspent monies to use for purposes as agreed with Us.
- You shall promptly repay to Us any money incorrectly paid to You either as result of an administrative error or otherwise.

Monitoring

You agree to complete the monitoring and evaluation form, which will ask you to provide information on:

- Achievement of Targets outlined in this Agreement above.
- Any other performance / achievements above and beyond what you set out to achieve.
- How you have spent the grant (i.e. expenditure type and amount).

Data protection

- Any personal data You provide to the Council in relation to this Grant shall be processed in accordance with the [Council's privacy statement](#).
- If You are aged under 16, Your parents or guardians will have been informed about the processing of Your personal data in accordance with the Council's privacy statement referred to above and they have consented to such processing.

Limitation of liability

- We accept no liability for any consequences, whether direct or indirect, that may come about from Your use of the Grant. You shall indemnify and hold harmless the Council, its employees, agents, officers of sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reasons of the actions and/or omissions by You in relation to this Grant, the non-fulfilment of Your obligations under this Agreement or Your obligations to third parties.
- The Council's liability under this Agreement is limited to the payment of the Grant.

Termination

- The Council may terminate this Agreement and any Grant payments on giving the Athlete three months' written notice should it be required to do so by financial restraints.
- The Council may terminate this Agreement and any Grant payments in accordance with the rights set out in this Agreement.

Contracts (Rights of Third Parties) Act 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Governing law

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.