

Our ref: SFF/CF/474

Your ref:

Mr David Carey
General Manager
Kilmarnock Leisure Centre Trust
The Galleon Centre
99 Titchfield Street
Kilmarnock
KA1 1QY

8 June 2012

Dear Mr Carey

sportscotland: Sports Facilities Fund: Offer of Award: Kilmarnock Leisure Centre Trust - Galleon Ice Rink Upgrade

The Scottish Sports Council, trading as **sportscotland**, of Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA (from now on referred to as '**sportscotland**') has considered your application and agreed to make an Offer of Award on the following terms and conditions.

Applicant

- 1 The Award is to Kilmarnock Leisure Centre Trust (who and whose successors are now on referred to as 'you').

Offer of Award

- 2 **sportscotland** offers you an award of up to a maximum of £219,187 at the rate of 50.0% of eligible expenditure of £438,374 including VAT. (Please refer to Table 1 on Page 5 of this Offer for a detailed breakdown of eligible cost).
- 3 The award will support the actual expenditure only on the items identified in the approved application and will not be increased above £219,187 in any circumstances.

Project

- 4 The award must be used for the purposes set out in your approved Application Form dated 5 April 2012 for Galleon Ice Rink Upgrade (from now on referred to as the 'project'). These are detailed in your application.

Head Office

Doges, Templeton on the Green, 62 Templeton Street, Glasgow G40 1DA
Tel: 0141 534 6500 Fax: 0141 534 6501 Web: www.sportscotland.org.uk
Chair: Louise Martin CBE Chief Executive: Stewart Harris

sportscotland is the trading name of the Scottish Sports Council



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Start/Completion Date

- 5 You must be in a position to start your project by 31 July 2012 and complete it by 31 July 2013. You must seek our approval if you are unable to meet these dates. If any of the award remains undrawn at 31 October 2013 the undrawn amount of the award will be withdrawn and funds decommitted from the project.

Duration of Conditions

- 6 The terms and conditions of this Offer of Award will, once accepted, apply for 25 years from the Date of Completion of the Project (from now on referred to as the 'duration of this Award').
- 7 Your security of tenure at the facility must be for a minimum 25 years from the Date of Completion, to **sportscotland's** satisfaction.

Conditions

- 8 This Offer is subject to **sportscotland's** standard Conditions of Award, a copy of which is attached at **Annex I**. Payment of award is strictly conditional on your compliance with our Conditions of Award. Please note that any information marked with an asterisk, both below and in Annex I, will have to be provided to us for our approval before we can issue you with a Letter of Authorisation to commence the project.
- 9 The following additional/project specific conditions will apply:
- 9.1 **sportscotland** will have to consider whether to enter into a Standard Security over loans with Lombard and Royal Bank of Scotland. Please provide a copy of loan approval letter and conditions from Lombard and RBS to clarify this and to verify capital funding viability.
- 9.2 Deed of Trust to be amended to include the detail of winding up provision.
- 9.3 Written details of amendment to current lease to be provided.
- 9.4 Written confirmation from landlord that they consent to project must be received prior to issue of our Letter of Authorisation to commence the project. Fully signed lease required prior to payment of final instalment of award.
- 10 The permanent attribution at the facility will be as follows:
- 10.1 **sportscotland** will supply attribution including a plaque and a number of in-ice jetice fabric logos to be displayed permanently at the completed facility.

- 10.2 The exact numbers and locations of the attribution will be agreed as the project proceeds.

Announcement

- 11 The **sportscotland** media team should be consulted on and agree any arrangements for announcing this award. Until such agreement is reached please treat this notification of award as strictly confidential. Releasing information of the award in advance of an agreed announcement date will harm publicity opportunities for both your organisation and **sportscotland**.

Acceptance

- 12 The closing date for acceptance of this offer is **10 August 2012**.
- 13 Please read the terms and conditions of this Offer carefully, consulting your solicitor if necessary. If you wish to accept this Offer of Award please arrange for two authorised signatories to sign the acceptance clause below and return the principal copy of this formal Offer Letter to us. Keep the signed copy for your own records. Please also arrange for the two authorised signatories to sign the declaration at the end of Annex I and keep a copy of Annex I for your own records.
- 14 Please bear in mind that when you sign accepting this Offer of Award and the conditions attached to the Offer, you are entering into a contractual agreement with **sportscotland**. Failure to comply with these conditions will lead to non-payment of the award.
- 15 Once we have received a valid acceptance from your organisation and you have met the specific requirements marked with an asterisk to our satisfaction, we will issue you with a Letter of Authorisation to commence the project. You should not commence the project by way of tender letting, on-site start or in any other way before you receive our Letter of Authorisation to commence. If you do, your application will become ineligible and we will have to withdraw our Offer of Award.

Finally, Kate Matthews, our Project Manager assigned to your project, will be the main contact to help take your proposals forward.

Yours sincerely



Mark Cowan
Head of Facilities

Acceptance

We have considered and are pleased to accept the terms and conditions of this Offer of Award for Kilmarnock Leisure Centre Trust - Galleon Ice Rink Upgrade and confirm we are authorised to sign on behalf of:

Kilmarnock Leisure Centre Trust

We understand that this is an agreement between our organisation and sportscotland and agree to comply with its terms and conditions.

- 1 Signature: Jon Armstrong
 Name: JOHN ARMSTRONG [*]
 Position: TRUSTEE [*]
 Address: 46 THE GALLEAN CENTRE [*]
99 TITCHFIELD STREET KILMARNOCK
KAI IQY
- 2 Signature: [Signature]
 Name: DAVID CAREY [*]
 Position: GENERAL MANAGER [*]
 Address: 2 HUNTER AVENUE [*]
ARROSSAN
KA22 8BB

[*] please use BLOCK CAPITALS

Date: 20/07/12

sportscotland

Table 1

Sports Facilities Fund**Breakdown of Eligible Costs**

Source	Applied	Eligible	Ineligible	Comments
Purchase of Land	0	0	0	
Countryside Access /Sporting Rights	0	0	0	
Purchase of facilities	0	0	0	
Construction of facilities	0	0	0	
Adaptation of existing facilities	0	0	0	
Improvement of existing facilities	349,100	349,100	0	
Fixtures and fittings	0	0	0	
External construction/landscaping	0	0	0	
Floodlighting	0	0	0	
Major items of non sports equipment	0	0	0	
Professional fees and expenses	0	0	0	
Contingency allowance	35,500	35,500	0	
VAT	53,774	53,774	0	
Totals	438,374	438,374	0	