East Midlands Netball discretionary, Hardship Fund is an amount of money available to eligible East Midlands affiliated athletes who are suffering financial hardship.

The fund is intended to support East Midlands affiliated members to achieve their full potential in the England Netball Performance Pathway Programme in order that they can progress and develop their talent.

**Funding Available:**

Funding is discretionary and is to be used to subsidise associated costs within the England Netball Performance Pathway.

Funding is available for talented athletes selected into the England Netball Performance Pathway Programmed at regional level and above, in order that they can achieve their full potential and ultimately progress through the pathway to become a successful athlete representing their country.

Funding requests will be received in the strictest confidence and dealt with by the East Midlands Netball Governance & Finance Technical Support Group on a case by case basis.

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| **Notes for Application** |
| Applicants | Endorsing Club Chair |
| * All applicants must be affiliated to East Midlands Netball to be eligible for hardship funding
* Please completed the attached application form – Titled “East Midlands Hardship Fund”
* If Under 18 then this form should be completed on your behalf by your parent/guardian
* All sections must be completed
* Please hand the enclosed Endorsement Form to your club Chairperson for completing in support of your application
* On completion of both your application please post these, to the following address:

governance.chair@eastmidlandsnetball.co.uk  | * Only athletes selected for regional or national, academies/performance camps are eligible to apply
* You can only endorse an application if you are the Club Chairman of the applicant’s main club.
* Once the endorsement form has been completed please send to the following address:

governance.chair@eastmidlandsnetball.co.uk* All information provided is strictly confidential and will only be shared with members of the Regional Governance & Finance Technical Support Group
* If you have any queries relating to the hardship funding please address these to the Chair of the East Midlands Governance & Finance TSG
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| **Criteria for Hardship Funding** |

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| * All applicants must be a member of East Midlands Netball
* All applicants must be a Performance Pathway athlete - either regional or national
* All applications must be endorsed in writing on the enclosed Endorsement Form by your Club Chair
* You must have been a member of your current club for six months to be eligible
* Applicants will be considered on a season by season basis
* Each application will be judged on its individual merits and the East Midlands current financial position at the time of application
* No Governing Body/County Association/Club or other personnel will be notified of any funding awarded
* Eligible athletes may apply for funding at any point during the Performance Pathway Programme, as it is

appreciated that circumstances can change at any given time * All applicants will be notified in writing of the outcome following consideration by the East Midlands

Governance & Finance TSG* Payment will only be paid to the applicant or the parent /guardian if under 18 – requests for

alternative payment should be made in writing to the Governance & Finance TSG – All payments will be made by cheque or BACS transfer* Successful applicants must abide by the East Midlands Hardship Funding, terms & conditions

(copy attached)* **All applications are strictly confidential & must not be discussed with any other personnel or**

**athlete**  |

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| **Hardship Funding Terms & Conditions** |
| 1. **Introduction**1.1. Should you be offered funding by East Midlands Netball Hardship Fund to help pay for or put towards your participation in England Netball performance pathway payment(s) will only be made on East Midlands Netball’s receipt of a duly completed endorsement by your netball club Chairman.1.2. The payment of funding to you by East Midlands Netball is subject to the terms and conditions set out in these funding terms and conditions, your application for funding and the East Midlands offer letter which may or may not contain Special Conditions (herein after “Agreement”).1.3. This funding is a contribution and/or payment towards the purpose set forth in the East Midlands Hardship Application Form (Purpose) and must be used solely for the purposes for which it was made***.***2.  **Acknowledgements** 2.1. You agree to all the terms and conditions in the Agreement.2.2 You will return the signed acknowledgement attached to the East Midlands Offer Letter as directed.3. **Monitoring, Review and Reporting**3.1. You must comply with all reasonable requests made by East Midlands Netball for information and/or documentation in connection with, the funding. This includes providing information to help East Midland Netball pay and monitor your, funding. The information requested may be in relation but not limited to your financial means, income and expenditure, and your performance or results of the Purpose.3.2. You agree to:3.2.1. inform East Midlands Netball immediately in writing of any changes in your personal circumstances, at all times, during the term of the funding, which may directly or indirectly affect your application for the funding (e.g. withdrawal from the performance program, or due to sickness, injury, other incapacity, any other change in your personal circumstances such as pregnancy, routine operations requiring a period of recovery etc., meaning you are unable to participate fully in the Purpose).3.2.2. keep East Midland Netball informed of any change of your permanent residential address;4. **Suspension, Termination and Amendment of Funding**4.1 East Midland Netball reserves the right, without incurring any liability to you, to amend the terms and conditions of this Agreement, reduce the amount of the funding, suspend payments due or otherwise amend payments of the funding or terminate it forthwith upon notice to you, in the event that:4.1.1. the financial position of East Midlands Netball substantially changes for the worse; and/or4.1.2. should such funds allocated by East Midlands Netball be less than originally projected to the extent that East Midland Netball cannot meet all its commitments;4.2. East Midlands Netball reserves the right to reduce, increase or otherwise amend the funding and/or this Agreement to reflect changes in your personal financial circumstances and/or your performance that takes place during the term of the funding.4.3. Without prejudice to the other rights and remedies of East Midland Netball and without any liability to you, East Midlands Netball may either reduce the amount, suspend payments due or terminate this Agreement by notice in writing to you, stop any and all future payments and/or (depending on the circumstances) require the full amount of the funding, or such lesser sum as East Midlands Netball may require, to be repaid to East Midlands Netball on demand, if:4.3.1 in the reasonable opinion of East Midland Netball you fail to apply the funding or any part of it for the Purpose for which it was made;4.3.2 you fail the Purpose (as applicable)4.3.3 within the period of this Agreement you fail to comply with or otherwise breach any of the terms and conditions of this Agreement;4.3.4 in the reasonable opinion of East Midlands Netball, any of the assurances given or the representations contained within the application or other documents submitted by you to East Midlands Netball (either prior to or after the date of the funding) are or were fraudulent, materially incorrect or misleading;4.3.5 you are declared bankrupt;4.3.6 your creditors obtain an administration order against you;4.3.7 you enter into an individual voluntary arrangement or an informal arrangement with your creditors for you to repay your debts to your creditors;4.3.8 you engage in activities, behaviour or practices, in the reasonable opinion of East Midland Netball which may, at any time, bring East Midlands Netball into disrepute;4.3.9 you commit any act that shocks or offends the community or which manifests contempt or disregard for public morals or decency;4.3.10 you are unable to participate fully in the Purpose due to sickness, injury, pregnancy/maternity or incapacity for 3 consecutive months or more;4.3.11 you cease (for any reason) to be a full member of, or are suspended from East Midlands Netball;4.3.12 during or after the term of the Agreement, you are charged with and/or found to have committed (before or during the term of the Agreement):(i) a criminal offence involving legal or illegal betting or gambling or corruption in any sport including your own sport; and/or(ii) an offence under the rules and regulations of your governing body involving legal or illegal betting or gambling or corruption in any sport including your own sport;(iii) commit an offence under the Anti-Doping Code 4.4. Any decision in the instances of clauses 4.3 above would be based on individual circumstances and following consultation with you and East Midlands Netball.4.5. Any suspension of payment of the funding under this clause 4 will be upon such terms and for such period as East Midlands Netball may in its absolute discretion determine and shall be without prejudice to any other rights or remedies East Midlands Netball may have in such circumstances.4.6. During the period of suspension East Midlands Netball will cease making payments due under the Hardship Fund until its final determination of whether one or more of the events set out in clause 4.3 above have taken place.4.7. If East Midlands Netball finally determines that one or more of the events set out in clause 4.3 above have taken place, then East Midlands Netball shall be entitled:4.7.1. to treat the suspended payments as forfeited by you and therefore belong to East Midlands Netball;4.7.2. to seek repayment from you, on demand, of all or any part (as East Midlands Netball shall determine in its absolute discretion) of the funding already paid to you; and4.7.3. to terminate this Agreement and the funding with immediate effect upon providing notice in writing to you.4.8. If East Midlands Netball finally determines that none of the events set out in clause 4.3 above have taken place then any suspended payments shall be paid to you as soon as possible but without any payment of interest or other compensation for delayed payment.**5 Anti-Doping**5.1 You acknowledge that your right to receive payment under this Agreement is conditional on you remaining fully compliant with all applicable anti-doping rules (including the anti-doping rules of your governing body, the international federation of which your governing body is a member, otherwise connected or affiliated to , the organiser of any event in which you participate, the UK National Anti-Doping Rules and Regulations (found at [www.ukad.org.uk/publications](http://www.ukad.org.uk/publications) as updated and amended from time to time) throughout the term of this Agreement (together, the *“Anti-Doping Rules”*).It is your personal responsibility, which you cannot delegate to anyone else, to ensure such compliance.5.2 You further agree not to risk bringing yourself, your sport, the governing body of your sport or East Midlands Netball funding into disrepute by:(a) being involved in any criminal offence involving drugs; or(b) accepting any assistance in your training or competition, or having any other professional involvement with, any coach or other support personnel who, in the reasonable opinion of your governing body, East Midlands Netball or UK Anti-Doping (“*UKAD*”), has a poor anti-doping record or reputation.5.3 In exercising its rights under this clause 5 East Midlands Netball shall be entitled to consult with and place reliance upon the views of UKAD.5.4 You agree to keep yourself and your advisers/support team fully informed as to, and comply strictly at all times, with, the Anti-Doping Rules and requirements (as amended from time to time) of your governing body, your International Federation, UKAD and all other parties that have jurisdiction over you in anti-doping matters.5.5Without prejudice to any other rights and remedies that may arise under this Agreement if one of the following happens:(i) during or after the term of the Agreement, you are found to have committed (before or during the term of the Agreement) a criminal offence involving drugs, or an anti-doping rule violation under the Anti-Doping Rules; or(ii) you accept assistance in your training or competition, or you have some other professional involvement with, a coach or other support personnel who, in the reasonable opinion of the governing body, East Midlands Netball or UKAD, has a poor anti-doping record or reputation, and fails to end that assistance or involvement within 28 days of receipt of notice by the governing body, East Midlands Netball or UKAD (as applicable) to do so; Then East Midlands Netball will have the following rights, which it may exercise, together or otherwise, as East Midlands Netball in its absolute discretion sees fit:(a) the right to reduce the amount of the funding, suspend payments due under this Agreement or terminate this Agreement with immediate effect, so that you no longer have the right to receive the funding;(b) the right to repayment from you of all or part of the funding paid to you, during the period of non-compliance with the Anti-Doping Rules or breach of clause 5.1 and 5.2; (c) the right to recover damages from you to compensate for losses flowing from your noncompliance/ breach that are not compensated by the payments contemplated under sub-clause (b) above.5.5.1 If you are charged with a criminal offence involving drugs, or it is determined that you have a *case to answer* for breach of the Anti-Doping Rules, you shall immediately advise the governing body and East Midlands Netball. East Midlands Netball shall have the right to withhold from that point the provision of the funding to you pending final determination of the case (including any appeals). If it is finally determined that you have not committed the offence/violation charged then any withheld payments shall be paid to you as soon as possible without payment of interest or other compensation for delayed payment.5.5.2 If it is finally determined that you have committed an offence under the Anti-Doping Rules, East Midlands Netball will retain all withheld payments and may also require that you repay any other payments of the funding that you received during the period of your breach of the Anti-Doping Rules. In addition, East Midlands Netball will be entitled to terminate this agreement with immediate effect. You may also be subject to a future funding ban.**6. Limitation of Liability**6.1. East Midlands Netball, its employees, agents, officers or sub-contractors will not at any time be liable to you in relation to any matter arising in connection with your involvement and/or participation in the Purpose and, in particular but without limitation shall not be liable to you for any loss, injury or damage arising as a result of the compliance by you with the terms and conditions of this Agreement.7. **Financial**7.1. You accept sole responsibility for managing your personal financial and tax affairs, including the payment of national insurance and any tax which might arise in relation to the funding.7.2. You accept that neither East Midlands Netball have made any deduction from amounts awarded to you in respect of income tax or national insurance contributions because you are an independent contractor.8. **Data Protection**8.1 You acknowledge that all personal information (including “sensitive” personal information relating to race or ethnic origin, physical or mental health, and other matters covered by data protection legislation) provided by you or gathered for this Agreement and/or funding may, in addition to keeping hard copies, be stored electronically or otherwise, and processed for the purposes of and in connection with the Agreement and/or Grant by employees, agents and contractors of East Midlands Netball and be processed as set out in the Data Protection Notice in accordance with current data protection legislation, guidelines and practices.8.2 East Midlands Netball shall keep your personal information for not longer than 6 years after the end of this Agreement and will destroy your personal information after this period.9. **Independent Contractors**9.1 You and East Midlands Netball are independent contractors and nothing shall be taken to construe an employment contract between you and us.9.2 You agree that the obligations and duties you are accepting under this Agreement are conducive to your own professional development.9.3 You agree that you shall not purport in any way to represent or hold yourself out as an agent of East Midlands Netball.10 **Notices**10.1 Any notice served under this agreement shall in the case of: East Midlands Netball - be sent to its main office for the time being.The Athlete- be sent to your address on the application form or such other address as you subsequently notify in writing to East Midlands Netball. All notices must be sent by first class pre-paid mail, or by hand.11. **No Waiver of Rights**11.1 Any failure or delay of East Midlands Netball in enforcing any of its rights in relation to the Grant or taking any action in respect of any breach of this Agreement shall not constitute a waiver of those rights or of your breach.12. **Assignment**12.1 On written notice to you, East Midlands Netball will be allowed to assign their rights under this agreement to any successor body or bodies of East Midland |

This Application Form should only be completed after reading the Criteria for Hardship Funding

 & Terms & Conditions

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| **Name:** |  |
| **England Netball ID Number:** |  |
| **Date of Birth:** |  |
| **Home Address:** |  |
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| **County:** |  | **Post Code:** |  |
| **Day Time Tel:** |  | **Mobile Tel:** |  |
| **Email Address:** |  |

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| **Hours dedicated to Netball each week:**  |  |
| **Number of times per week you attend the gym each week:** |  |
| **Level of Performance Academy attending: i.e., region/national** |  |

Please tick statements below which apply:

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|  | 1. I am a student/in part/full time education
 |  | **d)** I am self-employed |
|  | 1. I am employed full-time
 |  | **e)** I am seeking work |
|  | 1. I am employed part-time
 |  | **f)** Other |

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| **Do you currently raise funds for yourself (if yes please detail what you do & how much raised)?** |
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| **Have you been granted funding, from any other source? (please detail)** |
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| **Have any previous grant funds changed? If so how and why have these arrangements changed?** |
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| **How much funding, are you asking for?** | **£** |  |

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| **Please provide a breakdown of how you would spend this money?** |
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| **Please use the space below to tell us about your situation and why you need financial support. Please also use this space to tell us what difference it would make to your life if you were awarded a Hardship Fund grant?** |
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| **How did you find out about the East Midlands Hardship Fund?** |
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| **I confirm that all the information I have provided on this application form, is to my knowledge, complete & correct. I agree that this information may be shared with the East Midlands Governance & Finance Technical Support Group members, as required to assess my application to further support me in the sport of Netball.****I also confirm that any award I receive will be used solely for the purpose, of aiding my development within the England Netball Performance Pathway Programme.** |
| **Signed by applicant (or parent/guardian if under 18):** |  |
| **Please print name:** |  |
| **Relationship to applicant if applicable:** |  |
| **Date:** |  |

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| **Club Name:** |  |
| **Club Chairperson (Endorser):** |  |
| **Address:** |  |
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| **County:** |  | **Post Code:** |  |
| **Day Time Tel:** |  | **Mobile Tel:** |  |

**Office use only**

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| **Date Application Received** |  | **Date Acknowledgement sent to applicant by TSG Group** |  |
| **Application Checked and Verified****(TSG Group)** |  | **Date Considered by G&F TSG Members** |  |
| **Amount Awarded** |  | **Date Monies Paid** |  |

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| **Hardship Grant Endorsement Form** |

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| **Name of Applicant:** |  |
| **Club Name & Address:** |  |
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| **Your Name:** |  |
| **Telephone Number:** |  | **Mobile Number:** |  |
| **Your relationship/connection to applicant:** |  |

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| **How long have you known the applicant?** |  |
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| **Approximate number of hours/week applicant devotes to netball?** |  |

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| **Approximate number of hours/week applicant attends their gym?** |  |

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| **Is there any financial support provided by club if** **yes, how much?** |  |

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| **Are you aware of any other funding/support which is the athlete has received in the last twelve month’s if yes please provide information?** |  |

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| **Please provide a brief statement in support of the Hardship Funding Grant application** |
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| **I confirm that I support the application of ………………………………… to receive a Hardship Fund grant from East Midlands Netball and I confirm that the information given is to best of my knowledge, complete and accurate.** |
| **Name:** |  |
| **Position in Club:** |  |
| **Signature:** |  |
| **Date:** |  |