



Author/Lead Officer of Report: Tammy Whitaker

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Report of: *Executive Director of City Futures*

Report to: *Finance Sub-Committee*

Date of Decision: *21st February 2023*

Subject: *Acceptance of Homes England Funding and Place Pilot Funding*

Has an Equality Impact Assessment (EIA) been undertaken? Yes No

If YES, what EIA reference number has it been given? N/A

Does the report contain confidential or exempt information? Yes No

If YES, give details as to whether the exemption applies to the full report / part of the report and/or appendices and complete below:-

*"The (**report/appendix**) is not for publication because it contains exempt information under Paragraph (**insert relevant paragraph number**) of Schedule 12A of the Local Government Act 1972 (as amended)."*

Purpose of Report:

The purpose of this report is to provide the context for a recommendation to accept two government grant offers from Homes England (£350k) and the Office of Government Property in partnership with the Local Government Association (£504k). This funding will be used to cover development costs for regeneration, levelling up, housing and estate rationalisation programmes.

This report seeks the approval to accept the funding from Homes England, the Officer of Government Property and the Local Government Association only. The funding will be revenue and all expenditure will be subject to compliance with the Council's budget processes, financial regulations and revenue approvals process.

Recommendations:

It is recommended that Finance Sub-Committee:

- Accepts the grant offers from Homes England and Office of Government Property and the Local Government Association
- Authorise the completion of a Memorandum of Understanding with the Office for Government Property and agree that the Council act as Accountable Body for the Place pilot funds
- Authorise the completion of a grant agreement with Homes England for receipt of the funding from Homes England; and,
- Authorise the Director of Legal and Governance in consultation with the Chief Finance Officer to complete and execute all necessary documentation

Background Papers:

Lead Officer to complete:-	
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed, where required.
	Finance: <i>Liz Gough</i>
	Legal: <i>Haroon Iqbal</i>
	Equalities: <i>Annemarie Johnston</i>
<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>	
2	SLB member who approved submission: <i>Kate Martin</i>
3	Committee Member consulted: <i>Cllr Zahira Naz and Cllr Bryan Lodge Co-chairs of Finance sub Committee</i>
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Decision Maker by the SLB member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.
	Lead Officer Name: <i>Tammy Whitaker</i>
	Job Title: <i>Head of Property and Regeneration</i>
Date: <i>16/02/2023</i>	

1. PROPOSAL

1.1 This report seeks to accept a separate funding offers, the first from Homes England for £350,000 and the second from the Office for Government Property and the Local Government Association for £500,000. Both funds are revenue.

- 1.2 The Homes England funding has been awarded to cover costs already incurred by Sheffield City Council for work associated with residential led regeneration activity. Funding will be used for:

Attercliffe Waterside

- *Legal fees*
- *Sales and marketing costs*
- *Site investigations and due diligence*

Heart of the City 2

Fees associated with the development and delivery of the residential elements within Heart of the City (Laycock House and Burgess House)

- *Legal Fees*
- *Sale Agent Fees*
- *Residential Management information*

- 1.3 Accepting the funding will free up revenue to secure resources for the delivery of future regeneration work associated with Housing Growth Delivery Programme (in partnership with Homes England), regeneration / placemaking work set out in the City centre vision and levelling up.
- 1.4 The grant agreement stipulates that funding must be spent by 31st March 2023, to ensure this existing spend items have been identified for inclusion in the grant agreement and agreed with Homes England. This will release SCC revenue for roll over into next year. (This will be subject to a further approval by committee for a revenue carry forward request).
- 1.5 The Office for Government Property and Local Government Association funding has been awarded for place pilot activity. Sheffield has been identified by Government as a potential area to run a 'place pilot.' Place Pilots will build on the One Public Estate programme and pilot a place-based approach to strategic asset management. The aim of the programme is to drive efficiencies across the public estate, and release land held by central and local Government.
- 1.6 The outcomes of a Sheffield Place Pilot will be:
- **Joint portfolio planning** bringing together multiple public estate owners, under joint local and central government leadership
 - **A stronger focus on place embedded into strategic asset management planning** by mapping future estate demand alongside key growth and opportunity areas
 - **Efficiency, value, and optimised investment** across the public estate and **better public services** from identifying opportunities for co-location, disposals, relocations, land assembly and other multi-portfolio collaboration
 - **Developing recommendations that can be replicated and scaled up** to drive future uptake in other areas by testing new approaches
- 1.7 The impact of the Place Pilot will be:

- A smaller, greener and more efficient public estate
- Accessible and joined up public services
- An ongoing commitment to collaborate across the public estate

1.8 The funding will be awarded via a grant under Section 31 of Local Government Act 2003 and can be used for a variety of purposes including but not limited to:

- Data analysis and mapping
- Feasibility Studies
- Masterplanning
- Seed funding to initiate project opportunities
- Programme coordination

1.9 Sheffield City Council will be required to act as the accountable authority for the Place Pilot and will work with OGP and the LGA (through the OPE programme) to a set of agreed project milestones. These milestones will be reflected in the subsequent project proposals.

1.10 The authority is required to enter into the Memorandum of Understanding by 27th February 2023. A detailed programme for allocation of the funds will be determined by the end of April and, subject to agreement, further authority to commence spend will then be sought. The funding must be spent by 30th September 2024.

2. HOW DOES THIS DECISION CONTRIBUTE?

2.1 The levelling up agenda, regeneration housing and estate rationalisation programmes are key to delivering a number of the desired outcomes for the City:

Communities and Neighbourhoods

- Making sure everyone has high quality, safe homes in neighbourhoods that are clean, green, safe and thriving

Climate Change, Economy and Development

- Taking immediate steps to reduce carbon emissions, tackling harmful pollution and making the air we breathe safer, while securing a sustainable future for public transport
- Supporting Sheffield businesses to recover and grow, regenerating our high streets, establishing thriving city and local centres and maximising opportunities for arts and cultural activities in all parts of the city to support economic recovery

3. HAS THERE BEEN ANY CONSULTATION?

3.1 The funding is being provided to support the development of programmes of work, consultation will be undertaken at appropriate stages during the project / programme's development. Detailed stakeholder analysis will also be completed

to ensure the consultation is as effective as possible.

Development of projects will be done in partnership with key stakeholder groups where appropriate.

4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

4.1 Equality of Opportunity Implications

4.1.1 The funding will be used for the development of new projects and programmes of activity. Equality impact assessments will be undertaken at project level at the appropriate stage in the projects development inline with good practise and the Council's policies.

4.2 Financial and Commercial Implications

4.2.1 Homes England Grant

Key features of the Grant Agreement terms and conditions are summarised as follows. The Project Manager will need to read, understand and comply with all of the grant terms and conditions and the Code of Conduct for Grant Recipients and develop an exit strategy to ensure that there are no ongoing unfunded costs when the grant ends.

The below implications are prepared on the basis of a draft agreement and are therefore will not be finalised until a final version of the grant agreement has been reviewed and these implications updated.

Financial Terms and Conditions

- Grant of [£350,000] paid to Sheffield City Council ("SCC") from the Homes and Communities Agency ("HCA").
- The Grant will be treated as Conditional and will be subject to clawback if the Grant terms and conditions are not complied with.
- The Grant is to be used to support staffing and other costs incurred by SCC in undertaking SCC's Levelling-Up and Housing Strategy (the "Project").
- The Grant is to be considered an intra-public transfer of funds and not a Subsidy.
- Grant Commencement Date is 27th February 2023.
- Grant End Date is 31st March 2023.
- The Grant can only be used for eligible costs as defined in the Grant Agreement properly incurred by SCC in undertaking the Project (see details).
- HCA will only advance payment of the Grant to SCC if:

- HCA is satisfied SCC is not in breach of the Grant Agreement;
- SCC has completed the Project in line with the relevant milestones in the Grant Agreement (see details); and
- HCA is reasonably satisfied that SCC has appointed sufficiently experienced contractors to complete the Project within the relevant timescales (see details).
- Assets relating to the Grant or the Project must be used only for the purposes authorised in the Grant Agreement (see details).
- SCC is to comply with the following requirements specified in the Grant Agreement:
 - the accounting audit, monitoring and reporting requirements (see details);
 - the documentation, records and evidentiary requirements (see details);
 - the data protection, information and publicity requirements (see details); and
 - the insurance requirements (see details).
- Grant claim form must be submitted no later than twenty (20) days prior to the Grant Start Date, and must be signed by a Local Authority Senior Officer.
- HCA can only amend the terms of the Grant Agreement with SCC's mutual consent.
- HCA may terminate the Grant Agreement if SCC:
 - does not submit a claim form within twelve (12) months of the Grant Commencement Date; and
 - does not achieve any delivery output or milestone specified in the Grant Agreement (see details). SCC may notify HCA of any Project delay in writing and where the delay is outside the control of SCC and is wholly and exclusively related to a downturn in the housing market, HCA at its discretion may not terminate the Grant Agreement, initiate a repayment of the Grant and may revise the relevant outputs/milestones.

Commercial Implications

All public sector procurement is governed by and must be compliant with the Grant Agreement and UK National Law. In addition, all procurement in SCC must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs).

CSO requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase / acquire services, goods or works must go via a competitive process, comply with the Local Government Transparency Code 2015 s.4 and s.9 of the Grant Agreement. The Portfolio / Service Grant Manager will need to contact the Commercial Services Team for detailed guidance on adherence to these rules when spending grant monies.

4.2.2 Place Pilot

Key features of the Memorandum of Understanding (the “Grant Agreement”) and terms and conditions are summarised as follows. The Project Manager will need to read, understand, and comply with all of the grant terms and conditions and the Code of Conduct for Grant Recipients and develop an exit strategy to ensure that there are no ongoing unfunded costs when the Grant ends.

Delivery Terms and Conditions

The Grant is to fund all SCC related cost associated with Place Pilot activities, and includes (but not exclusively) data analysis, mapping, feasibility studies, master-planning, programme coordination and seed funding to project opportunities (the “Project”). The Grant Agreement provides a detailed operational breakdown of activities and costs that are eligible to be funded by the Grant (see details).

The Grant Agreement also contains the following project terms and conditions:

- The Grant cannot be used for any purposes other than the Project without the Funder/OPE’s written consent.
- The Grant must be used to meet the outcomes of the Project (see details).

Financial Terms and Conditions

- Revenue grant of £500,000 paid to Sheffield City Council (“SCC”) from Cabinet Office – Office of Government Property (the “Funder”) administered by the One Public Estate Programme (the “OPE”).
- The Grant cannot be used for any capital expenditure.
- The Grant will be treated as Restricted and can only be used as specified in the Grant Agreement (see details).
- Grant Commencement Date: 27th February 2023 (subject to SCC approval, Funder’s receipt of the signed Grant Agreement).
- Grant End Date: 30th September 2024.
- Payment will be made on the Grant Commencement Date, subject to SCC raising the appropriate invoice.
- The Grant can be paid to third parties by SCC in relation to activities related to the Project. SCC will be the accountable body for the Grant.
- SCC, as accountable body, must:
 - Establish and appropriate governance regime and forum for the Project to decide on the management, scope and direction of the Project, including mechanism for evaluation of the Project after the Grant End Date (see details);
 - Develop agreed proposals programme in the form specified in the Grant Agreement (see details);

- Provide details of surplus and redeveloped land resultant on the undertaking of the Project;
- Provide information and data on future public land releases for housing from SCC and partner members;
- Encourage officer and councillors within the SCC and partners area to participate in the Project;
- submit any proposals within three (3) months of the initial area launch workshop, taking account of consultation and support of any partners involved in the delivery of the Project. The Grant Agreement does not specify the date of the initial workshop.
- Any unallocated funds held by SCC or any delivery partners on the Grant End Date are to be returned to the Funder/OPE.
- SCC is to comply with the following requirements specified in the Grant Agreement (including where applicable, ensuring the compliance of any delivery partners relating to the Project):
 - the accounting audit, monitoring and reporting requirements (see details);
 - the documentation, information sharing, records and evidentiary requirements (see details);
 - the data protection, information and publicity requirements (see details); and
 - the detailed performance management and key performance indicator requirements (see details).
- The Grant cannot be used to fund marketing or advertising costs.
- The Grant cannot be used for any costs associated with the initial inception phase of the Project, without the Funder/OPE's prior approval.
- SCC is required to enter into a Joint Data Controllership agreement with the Funder (see details).
- The Grant Agreement does explicitly refer to any prescribed retention period, and therefore the SCC standard period of seven (7) years is assumed. The Funder/OPE reserve the right to request reasonable access to certain documentation over the lifetime of the Project.
- The Grant Agreement is not intended to be legally binding; no legal obligations or rights shall arise between SCC and the Funder. Both parties intend to honour all the Grant Agreement commitments.

Commercial Implications

All public sector procurement is governed by and must be compliant with the Grant Agreement and UK National Law. In addition, all procurement in SCC must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs).

CSO requirements will apply in full to the procurement of services, goods or works utilising grants. All grant monies must be treated in the same way as any other Council monies and any requirement to purchase / acquire services, goods or

works must go via a competitive process, comply with the Local Government Transparency Code 2015 and the relevant provisions of the Grant Agreement. The Portfolio / Service Grant Manager will need to contact the Commercial Services Team for detailed guidance on adherence to these rules when spending the Grant.

4.3 Legal Implications

4.3.1 Homes England

Homes England providing this grant under s19 of the Housing and Regeneration Act 2008 to the Sheffield City Council (the Council. Chapter , s1-8 of the Localism Act 2011 provides a General Power of Competence which gives local authorities the powers to do anything if it is not specifically prohibited in legislation.

The offer of grant carries with it certain terms and conditions which the Council has to accept before any grant will be paid. Home England has issued a Grand Funding Agreement (GFA) in respect of this grant. Legal has reviewed the GFA. The terms and conditions of GFA are focussed to ensure achievement of the purpose for which grant is being given.

Homes England's obligations under the GFA to provide funding is subject to the pre-conditions as specified in schedule 3 of the GFA being met by the Council e.g the Council has provided satisfactory evidence to Homes England where requested that the Council will comply with its representations and warranties.

The GFA provides the event of defaults and the process that must be followed if Homes England wish to suspend or terminate after such an event.

Under the agreement the Council will allow access to its premises to Homes England, its internal auditors or its other duly authorised staff or agents or any regulatory body and will allow such persons to inspect and take copies of documents relating to the project.

4.3.2 Place Pilot

The Sheffield City Council (the Council) is receiving this grant from Office of Government Property (OGP) under s.31 of the Local Government Act 2003.

The offer of Section 31 Grant carries with it certain terms and conditions which the Council has to accept before any grant will be paid. OGP has issued a MoU in respect of this grant. Legal has reviewed the MoU. This contains usual terms and conditions, and its terms are focussed to ensure achievement of the purpose for which grant is being given. While there is nothing onerous in the terms it is good to keep in view the grant requirements which may briefly be noted below:

- The Council is the accountable authority for this Place Pilot and will work with OGP and the LGA (through the OPE programme) to a set of agreed

project milestones. The Council needs to carefully see that such milestones are realistic and achievable.

- Clause 4.2 provides the reporting arrangements. The Council will provide regular reporting on planned and actual spend.
- Any unallocated funds at the end of the programme, to be returned to the OGP
- The council will provide OPE with reasonable access and visibility throughout the life of the Place Pilot. This will include access to project documentation, attendance at any working group and/or relevant board meetings.
- As a condition of funding, a data sharing agreement in respect of non-personal data must be signed by the Council. **Legal has advised that this must be reviewed by our DPO.**
- Clause 8.2 provides the responsibility of the council as accountable authority for the Sheffield Place Pilot.
- The Council will work with the OPE team to forecast and track delivery of outputs and outcomes. To do this the Council will submit regular progress reports to show grant expenditure and progress against agreed milestones and outputs as agreed.

4.4 Other Implications

4.4.1 None identified at this stage.

5. **ALTERNATIVE OPTIONS CONSIDERED**

5.1 Do nothing

Not accepting the funding will result in a lack of resources to support the continuation of regeneration and levelling up across the City. It would put further strain on revenue budgets and put us in a disadvantageous position for funding opportunities as the development work for schemes would not have been completed.

6. **REASONS FOR RECOMMENDATIONS**

6.1 The preferred option is to accept the funding as this will allow work to continue on key programmes for the next 18 months to 24 months and alleviate pressure on the Council's revenue budget. The funding will allow us to ensure we are in the

best possible position for funding opportunities with schemes already developed for inclusion in bids.

It is therefore recommended that approval is given to accept the funding offered by Homes England and the Office of Government Property in partnership with the Local Government Authority.

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Homes England – Grant Funding Agreement in relation to:

Directorate: Markets, Partners and Places

Project: [insert name and PCS details]

Dated [2022]

Parties:

(1) **Homes and Communities Agency (trading as Homes England)** of One Friargate, Coventry CV1 2GN (**Homes England**); and

(2) [] of [address] (the **Local Authority**).

1. Recitals

1.1 Homes England agrees to make the Funding available to the Local Authority on the terms of this Agreement

1.2 The Local Authority agrees to use the Funding to [].

2. General

2.1 Homes England agrees to provide the Funding subject to the terms of this Agreement including the terms specified in the Standard Terms and Conditions of Funding.

2.2 The Parties acknowledge that the provision of Funding is considered an intra-public transfer of funds and not Subsidy.

2.3 All definitions and principles of interpretation set out in the Standard Terms and Conditions of Funding specified in **Schedule 1** shall apply to this Agreement (including the schedules to this Agreement), and the schedules and the Appendices to this Agreement are incorporated into and form part of this Agreement.

2.4 The Local Authority acknowledges and agrees that Homes England's obligation to provide the Funding is subject to Homes England receiving any approvals Homes England may require (whether internally or from central Government) and on central Government making funds available to Homes England for the Funding.

2.5 The key principles of the proposed Funding for the Project are as follows:

Total Commitment	means up to [] pounds (£[])
Availability Period	From the Start Date up to and including 31 March 2023
Project	[]
Outputs and Milestones	See Schedule 2
Start Date	[]
End Date	means [insert the date by which Homes England may exercise any Clawback provision]

Project Completion Date	[REDACTED]
Project Costs	means the consultancy fees / surveys or other "preparatory" costs incurred by the Local Authority for the purposes of the Project and which Homes England is satisfied have been reasonably and properly incurred by the Local Authority in carrying out the Project provided such costs have been verified and approved in writing by Homes England which without limitation and for the avoidance of doubt do not include any finance charges but does include any non-recoverable VAT and professional fees in connection with the design supervision and/or implementation of the Project.
Standard Terms and Conditions of Funding	means the standard terms and conditions of funding contained at Schedule 1.

3. Conditions Precedent to the initial Funding and each other Funding

3.1 Homes England's obligations under this Agreement to make available any Funding is subject to the conditions precedent more particularly specified in **Schedule 3**, each being met in a form and substance satisfactory to Homes England at the time:

- (a) when the Local Authority delivers a Claim Form to Homes England; and
- (b) when such Funding is to be made available to the Local Authority.

3.2 The conditions precedent required by Homes England pursuant to this Clause 3 are for the sole benefit of Homes England and may only be waived or otherwise deferred by Homes England in writing at its entire discretion.

3.3 Reporting

The Local Authority will provide Homes England with the Monitoring and Progress Report in accordance with paragraph 8 to the Standard Terms and Conditions.

3.4 Communications

The Local Authority contact for all enquiries at Homes England is [insert project manager name].

All notices given by the Local Authority to Homes England must be in writing and either be delivered at or sent by first class post to. Windsor House 50 Victoria Street London SW1H 0TL marked for the attention of: [REDACTED]

Any notice or other communications between us shall be accepted as having been received;

- (a) if sent by first-class post, three Business Days after posting exclusive of the day of posting; or
- (b) if delivered by hand, on the day of delivery.

And in the case of Homes England addressed as set out above and in the case of the Local Authority to [REDACTED]

Either party may change the details of service by notice in accordance with the above.

3.5 **Amendments to the Agreement**

Homes England may amend or vary the Agreement where either;

- (a) mandatory changes are required by UK laws or regulations; or
- (b) by mutual written consent between the Local Authority and Homes England.

4. TERMINATION

Homes England reserves the right to terminate this Agreement by notice in writing and / or to implement paragraphs 6 and/or 7 of the Standard Terms and Conditions of Funding with immediate effect where;

- (a) The Local Authority does not submit a Claim Form within 12 months of the Start Date or such other period agreed with Homes England in writing;
- (b) The Local Authority becomes Insolvent;
- (c) The Local Authority fails to achieve any Output or Milestone;
- (d) The Local Authority fails to remedy any breach of this Agreement which is capable of remedy within 14 Business Days of Homes England requesting the Local Authority to do so;
- (e) The Local Authority commits a breach of this Agreement which is incapable of remedy.

IN WITNESS whereof this document has been executed as a deed by the parties hereto but is not intended to have legal effect until it has been unconditionally delivered and dated

The common seal of)
HOMES AND COMMUNITIES AGENCY)
 is hereunto affixed in the presence of:)

.....
 Name:
 Authorised Signatory

The common seal of)
[LOCAL AUTHORITY])
 is hereunto affixed in the presence of:)

.....
 Name:
 Authorised Signatory

SCHEDULE 1

STANDARD TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

In these Standard Terms and Conditions the following words and expressions have the following meanings:

Agreement means this agreement, the attached schedules and annexes pursuant to which Homes England makes Funding available to the Local Authority from time to time and incorporating these Standard Terms and Conditions;

Availability Period means as defined in paragraph 2.5 to this Agreement;

Base Interest Rates means the base rate of Barclays Bank plc or such other rate as Homes England determines (acting reasonably);

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Claim means an application for Funding;

Claim Form means the document in the form of the template annexed as Appendix 1 to be completed and provided by the Local Authority to the nominated Homes England contact at agreed intervals to claim Funding;

Completion Date means the date by which the Project is actually completed to Homes England's reasonable satisfaction and in accordance with the terms of this Agreement.

Data Protection Legislation and DPL means (i) Data Protection Act 2018 (DPA) and the UK General Data Protection Regulation (GDPR) (created by the Data Protection, Privacy and Electronic Communications (EU Exit) Regulations) (ii) any successor legislation to the GDPR or the DPA and (iii) all applicable law relating to the processing of personal data and privacy;

Procurement Law means the Public Contracts Regulations 2015, the Concession Contracts Regulations 2016 (insofar as the same are applicable) together with any statutory modification or replacement regulations or Legislation on procurement by public bodies;

Funding means funding made or to be made under this Agreement or the principal amount of each advance of funding made by Homes England under this Agreement or the aggregate amount of all advances of funding which have been made by Homes England as a financial contribution towards the Project;

Health and Safety Legislation means any applicable health and safety legislation, statutory instruments or regulations (including but not limited to the Health and Safety at Work etc. Act 1974) and any guidance and/or codes of practice relating to them;

Insolvency means where the Local Authority is unable to pay its debts as they fall due or are insolvent (within the meaning of s.123(1) of the Insolvency Act 1986 in the case of a company, or s.268 of the Insolvency Act 1986 in the case of an individual) or the Local Authority enters into any arrangement with creditors, or a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar is appointed, or possession or enforcement or any other similar process is taken against the Local Authority or any of its assets and Insolvent shall be interpreted accordingly.

Local Authority Senior Officer means the employee of the Local Authority holding the title of 'Section 151 Officer' or any such other

person with equivalent seniority notified to Homes England by the Local Authority;

Milestones means the key events and stages as agreed between the Local Authority and Homes England in relation to the Project as detailed in Schedule 2.

Milestone Date means the date set out in the definition of Milestones by which the relevant Milestone must have been achieved;

Monitoring and Progress Report means a report prepared by the Local Authority and submitted to Homes England, the means of submission and the location of the form being as notified by Homes England to the Local Authority from time to time in writing;

Outputs means the specific targets and objectives agreed between the Local Authority and Homes England as detailed in Schedule 2.

Project means the project to which the Funding relates, details of which are set out in paragraph 2.5 to this Agreement;

Project Completion Date means the date by which the work on the Project is to be completed as defined in paragraph 2.5 to this Agreement;

Quarter Date means each of 31 March, 30 June, 30 September and 31 December;

Regulatory Body means any UK Government department or agency or any other regulatory body having jurisdiction whether regional, national or local and including, but not limited to, the Department for Communities and Local Government, UK central Government or any successor such department, agency or regulatory body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Homes England;

Start Date means the date by which the work on the Project is to be started as defined in paragraph 2.5 to this Agreement;

Subsidy means any direct or indirect financial assistance which:

- (a) arises from the resources of the United Kingdom Government, devolved government, other public authority in the United Kingdom or an emanation of any of these, including:
 - (i) a direct or contingent transfer of funds such as direct grants, loans or loan guarantees;
 - (ii) the forgoing of revenue that is otherwise due;
 - (iii) the provision of goods or services, or the purchase of goods or services; or
 - (iv) a measure analogous to these,
- (b) confers an economic advantage on one or more enterprises;
- (c) is specific insofar as it benefits, as a matter of law or fact, certain enterprises over others in relation to the production of certain goods or services; and
- (d) has, or could have, an effect on (i) competition or investment within the UK, (ii) trade between the United Kingdom and a country or territory outside the United Kingdom, or (iii) investment as between the United Kingdom and a country or territory outside the United Kingdom.

Total Commitment means as defined in paragraph 2.5 to this Agreement;

United Kingdom Competition Requirement means the provisions of Chapter 3 (Subsidy Control) of Title XI (Level Playing Field for Open and Fair Competition and Sustainable Development) of the EU-UK Trade and Cooperation Agreement (as incorporated into the laws of

England and Wales, Scotland and Northern Ireland by Section 29 of the European Union (Future Relationship) Act 2020) and/or such other legislation and/or regulations and/or guidance issued by the Secretary of State and/or approved by Parliament which is in force and/or applies in England which regulates Subsidy;

2. PROVISION OF FUNDING

Homes England (in exercise of its powers under s19 of the Housing and Regeneration Act 2008) agrees to make available to the Local Authority during the Availability Period the Funding in an aggregate principal amount equal to the Total Commitment.

3. PRE-CONDITIONS OF FUNDING

Homes England's obligations under this Agreement are subject to it having received all documents and other evidence detailed in **Schedule 3** each in form and substance to the satisfaction of Homes England.

4. WARRANTIES AND REPRESENTATIONS

4.1 By entering into this Agreement (and every time the Local Authority submits a claim form) the Local Authority warrants and confirms to Homes England that;

- 4.1.1 it is a legally constituted body and has the full capacity and authority and all necessary consents (except planning consents) to enter into and perform the obligations under this Agreement; and
- 4.1.2 it acknowledges that it constitutes valid, legal and binding obligations of and on the Local Authority which are enforceable against it;
- 4.1.3 all information, documents and accounts provided by the Local Authority or on its behalf, from time to time are and will be true, valid and correct; (minor errors and omissions as determined by Homes England in its absolute discretion excepted)
- 4.1.4 it is not in breach of any law or regulation agreement or obligation which affects or may affect its ability to commit to this Agreement;
- 4.1.5 it is not under any statutory obligation to carry out the Project or any part of it;
- 4.1.6 it is not to the best of its knowledge aware of any fact or circumstance that may affect the successful completion of the Project;
- 4.1.7 it will ensure that all the necessary consents and licences are in place and maintained for the duration of the Project without limitation.
- 4.1.8 it will comply with Procurement Law (to the extent that the same apply).
- 4.1.9 it will procure that all contractors comply with Procurement Law (to the extent that the same apply);
- 4.1.10 it will procure that the Project commences by the Start Date and will be completed in accordance with the terms of this Agreement

5. PAYMENT OF FUNDING

5.1 Mechanics and payment of Funding

- 5.1.1 A Claim will not be regarded as having been validly made by the Local Authority unless:
- (a) it is submitted on a Claim Form which must be signed by the Local Authority Senior Officer and it is:
 - i received by Homes England no later than twenty (20) Business Days prior to the proposed date the Funding will be made available to the Local Authority;
 - ii delivered during the Availability Period; and
 - (b) it relates to Project Costs relating to the Project and for which the Local Authority has not submitted any other Claim or received any other funding and it is accompanied by written evidence satisfactory to Homes England that the Project Costs have been incurred together with confirmation from the Local Authority Senior Officer that it has verified and approved the Claim;

- (c) it accords with the Project Costs and each Milestone is met by the relevant Milestone Date or is accompanied by evidence satisfactory to Homes England (in its absolute discretion) to justify any deviation; and
- (d) it is for an amount which (if paid) would not cause the Total Commitment to be exceeded.

5.1.2 Subject to the terms of this Agreement, Homes England will pay Funding to the Local Authority within twelve (12) Business Days of receipt of a valid Claim.

5.1.3 Any amount not drawn by the Local Authority under this Agreement during the Availability Period will be automatically cancelled.

5.1.4 The Local Authority may not make more than one Claim per calendar month.

5.2 Use of Funding

5.2.1 The Funding will be the sole property of the Local Authority and will be used by the Local Authority for Project Costs only in line with the Milestones and the Project Costs profile detailed in Schedule 2.

5.2.2 Without affecting the obligations of the Local Authority in any way, Homes England is not bound to monitor or verify the application of any amount provided pursuant to this Agreement.

6. DEFAULT

6.1 In the event that Homes England in its sole and absolute discretion determines that an event of default has occurred in respect of the events listed at paragraph 6.2 (**Event of Default**) Homes England has the right to serve notice of the Event of Default on the Local Authority.

6.2 An Event of Default arises where any of the following occurs :-

- 6.2.1 any representation or warranty made by the Local Authority pursuant to paragraph 4 is materially incorrect when made or repeated;
- 6.2.2 the Local Authority fails to achieve any Output or Milestone
- 6.2.3 the Local Authority commits a breach of any of the terms and conditions of this Agreement and/or any other agreement the Local Authority has with Homes England (and fails to remedy such breach within 14 Business Days of Homes England asking it to do so);
- 6.2.4 the Local Authority does not comply with paragraph 8.1.1;
- 6.2.5 any of the pre-conditions detailed in Schedule 3 (if applicable for the purposes of this Agreement) are not satisfied (unless waived by Homes England) within the required period;
- 6.2.6 assets resulting from the Funding and/or the Project are put to a use not authorised by this Agreement.

6.3 Homes England's rights

Where an Event of Default has occurred Homes England in its absolute discretion may by notice to the Local Authority:

- 6.3.1 consider and agree a revised Output or Milestone Date with the Local Authority in which case any relevant condition of this Agreement shall apply mutatis mutandis to the revised Output or Milestone Date; or
- 6.3.2 Where the Event of Default is capable of remedy require the Local Authority to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the remediation plan to Homes England within fifteen (15) Business Days of such request for approval. If the remediation plan is not so prepared or complied with or if the remediation plan is not acceptable to Homes England then and in any such case Homes England may exercise its rights set out in paragraphs 6.3.3 or 6.3.4 below; or
- 6.3.3 Withhold the provision of further Funding and/ or
- 6.3.4 Require the Local Authority to repay to Homes England the Funding or such proportion of the Funding as Homes

England in its absolute discretion determines should be repaid.

- 6.3.5 In the event that the Local Authority certifies to Homes England in writing (with such supporting evidence as requested by Homes England) that (a) having used its best endeavours and efforts to do so, it is unable to meet the Outputs or Milestones and (b) such inability to meet the Outputs or Milestones results wholly and exclusively from a downturn in the housing market for the area in question and is therefore i) not specific to the area in relation to the Project and ii) beyond the control of the Local Authority, then

Homes England may (but shall not be obliged to) take this into account when exercising its discretion and considering what action to take in respect of an Event of Default, including any decision about whether to agree revised proposals for Outputs or Milestones as set out in paragraph 6.3.1 above.

6.4 Suspension

On and at any time after the occurrence of an Event of Default which is continuing Homes England may by notice to the Local Authority suspend or withhold payment of Funding. .

7. WITHHOLDING PAYMENTS AND REPAYMENT

Homes England may vary or withhold any or all of the payments of Funding under this Agreement and/or require repayment of any or all Funding already paid to the extent that:-

- 7.1 repayment or recovery is required under or by virtue of any subsidy laws shall, unless the context requires otherwise, be construed as having the meaning given to them by the United Kingdom Competition Requirement("Subsidy Law"); and/or
- 7.2 Homes England is otherwise required to repay or recover such Funding in whole or in part by
- 7.2.1 such persons officeholders and bodies (however constituted) that are specified under any United Kingdom Competition Requirement as having responsibility for monitoring compliance with and/or legally enforcing Subsidy Law or the United Kingdom Competition Requirement; or
- 7.2.2 the courts of England and Wales;
- 7.3 Any Funding required to be repaid in accordance with this Clause 7 will bear interest at such rate as required under or by virtue of Subsidy Law from the date of Homes England's notice requiring repayment to the date of repayment (both before and after judgement) or such other period as may be required under or by virtue of Subsidy Law.

8. LOCAL AUTHORITY NOTIFICATION AND REPORTING OBLIGATIONS

8.1 Reporting

The Local Authority will:-

- 8.1.1 From the Start Date until the End Date, and no later than ten (10) Business Days following each Quarter Date provide Homes England with such information within the Monitoring and Progress Report as Homes England may reasonably require in connection with the Project (including without limitation evidence that a Claim relates to Project Costs) and the Outputs and Milestones, save that the first Monitoring and Progress Report shall be the period commencing on the Start Date and ending on the next Quarter Date;
- 8.1.2 Notwithstanding paragraph 8.1.1, provide Homes England with more frequent Monitoring and Progress Reports should it be requested to do so by Homes England (at its absolute discretion); and
- 8.1.3 procure that the Local Authority's representative and/or any other officers appointed by the Local Authority to deal with the Project will attend such meetings as Homes England may reasonably request to review progress in relation to the Project;

8.2 Inspection and Audit Facilities

The Local Authority will:

- 8.2.1 allow or procure access to its premises for Homes England, its internal auditors or its other duly authorised staff or agents or any Regulatory Body and will allow such persons to inspect and take copies of documents relating to the Project. Homes England will be entitled to interview the Local Authority's employees to obtain oral and/or written explanations of documents.
- 8.2.2 provide Homes England, in writing, with any such information about the Funding and/or the Project and/or the Programme as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.
- 8.2.3 allow Homes England or persons authorised by it to inspect, audit and take copies of all reports, books, accounting records and vouchers which relate to the Funding and the Project provided that Homes England does not impede or obstruct the progress of the Project.
- 8.2.4 at all times retain documentary evidence to support each Claim and will maintain full and accurate accounts for the Project in accordance with all applicable law and accounting standards and (to the extent that no accounting standard is applicable) use generally accepted accounting principles and practices of the United Kingdom then in force. For the purpose of this paragraph "Accounting Standards" means the statements of standard accounting practice referred to in section 464 of the Companies Act 2006 issued by the Accounting Standards Board.

9. CONDUCT

- 9.1 The Local Authority must comply with and assist and co-operate with Homes England in order that it can comply with (and require third parties who benefit from this Funding and any appointed contractors do the same) all applicable legal obligations and statutory requirements in relation to the Project, including, but not limited to:-
- 9.1.1 UK Planning and Environmental legislation
- 9.1.2 Subsidy Law, including but not limited to N7471A/99 and N747/8/99 Partnership Support for Regeneration (1) Support for Speculative Developments and (2) Support for Bespoke Developments
- 9.1.3 Health and Safety Legislation
- 9.1.4 Employment legislation
- 9.1.5 CDM Regulations
- 9.1.6 Equal opportunities (in relation to race, sex, disability, faith and sexuality)
- 9.1.7 Financial regulations and legislation
- 9.1.8 Copyright and Data Protection legislation
- 9.2 In carrying out the Project the Local Authority must not act directly or indirectly in any way that will bring Homes England into disrepute.
- 9.3 The Local Authority must inform Homes England immediately if any of its officers involved with the Project are subject to investigation or challenge which may have a detrimental effect upon Homes England and/or the Project.
- 9.4 The Local Authority must advise Homes England immediately of any threat of or any notice or any resolution in respect of any Insolvency.
- 9.5 The Local Authority will act in good faith to achieve the Outputs and will provide evidence of this to Homes England as required by Homes England.
- 9.6 The Local Authority will provide Homes England with such evidence that it requires that Project Costs has been incurred.

10. INSURANCE

- 10.1 The Local Authority must take out and maintain with a reputable insurance company adequate insurance of the type and level of cover which it is reasonable to expect for the Project.
- 10.2 The Local Authority must produce a schedule of all appropriate insurance cover and copies of all relevant cover notes and insurance policies to Homes England within 10 Business Days of any such request being made by Homes England.

11. CONFIDENTIALITY, FREEDOM OF INFORMATION, DATA PROTECTION, INTELLECTUAL PROPERTY, PUBLIC RELATIONS AND PUBLICITY

11.1 Definitions

In this paragraph the following words and expressions have the following meanings:

Confidential Information means any and all information whether disclosed or otherwise made available by one party to another (or otherwise obtained or received by a party) whether before or after the date of this Agreement including but not limited to:-

- (a) know-how, confidential, commercial and financial information and all other information which should reasonably be treated as confidential (whether marked confidential or otherwise);
- (b) the existence or terms of this Agreement or other information relating to the Project; and
- (c) information relating to a party's business and affairs, its customers, employees and suppliers;

in whatever form in each case (including but not limited to information given orally or in writing or in any document electronic file or machine readable form or other means of recording or representing information whatsoever) and including any information (in whatever form) derived from such information

EIR means the Environmental Information Regulations 2004, and any subordinate legislation made under the Environmental Information Regulations 2004 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

EIR Exception means any applicable exemption to EIR;

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Authority/Authorities means a public authority as defined by FOIA and/or EIR;

FOIA Exemption means any applicable exemption to the FOIA;

Information means in relation to:

- (a) FOIA the meaning given under section 84 of the FOIA and which is held by Homes England at the time of receipt of an RFI; and
- (b) EIR the meaning given under the definition of "environmental information" in section 2 of the EIR and which is held by Homes England at the time of receipt of an RFI;

Information Commissioner has the meaning set out in the Data Protection Legislation.

Intellectual Property includes, without limit, all copyright (and future copyright), patents, trademarks and service marks (whether registered or not) design rights, registered designs, database rights, moral rights and know-how together with the

right to register, protect, enforce and exploit the above anywhere in the world.

Request for Information/RFI shall have the meaning set out in the FOIA or any request for information under EIR which may relate to the Project, any agreement or any activities or business of Homes England.

11.2 Confidentiality

11.2.1 Each party recognises that under this Agreement it may receive Confidential Information belonging to the other.

11.2.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to Homes England arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.

11.2.3 The obligations of confidence referred to in paragraph 11.2.2 above will not apply to any Confidential Information which:

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other party.

11.2.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:

- (a) to enable the disclosing party to perform its obligations under this Agreement; or
- (b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under the FOIA and the EIR and each obligor acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such Confidential Information; or
- (c) by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential.

11.2.5 The Local Authority will ensure that all Confidential Information obtained from Homes England under or in connection with this Agreement:

- (a) is given only to such of its employees, professional advisors, Contractors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
- (b) is treated as confidential and not disclosed (without Homes England's prior written approval) or used by any such staff or professional advisors, Contractors or consultants otherwise than for the purposes of this Agreement;

- (c) where it is considered necessary in the opinion of Homes England the Local Authority will ensure that such staff, professional advisors, contractors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.
- 11.2.6 Nothing in this paragraph 11.2 shall prevent Homes England:
- (a) disclosing any Confidential Information for the purpose of:
 - i the examination and certification of Homes England's accounts; or
 - ii any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or
 - (b) disclosing any Confidential Information obtained from an Obligor:
 - i to any other department, office or agency of the Crown; or
 - ii to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;
 - (c) provided that in disclosing information under paragraphs 11.2.6(b) above Homes England discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 11.2.7 Nothing in this paragraph 11.2 shall prevent a party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property rights.
- 11.3 Freedom of information**
- 11.3.1 The Local Authority acknowledges that Homes England is subject to legal duties which may require the release of information under the FOIA and/or the EIR and that Homes England may be under an obligation to provide Information subject to a Request for Information.
- 11.3.2 Homes England shall be responsible for determining in its absolute discretion whether:
- (a) any Information is Exempted Information or remains Exempted Information; or
 - (b) any Information is to be disclosed in response to a Request for Information.
- 11.3.3 Subject to paragraph 11.3.4 below, the Local Authority acknowledges that Homes England may be obliged under the FOIA or the EIR to disclose Information:
- (a) without consulting the Local Authority; or
 - (b) following consultation with the Local Authority and having taken (or not taken, as the case may be) its views into account.
- 11.3.4 Without in any way limiting paragraphs 11.3.2 above, in the event that Homes England receives a Request for Information, Homes England will, where appropriate, as soon as reasonably practicable notify the Local Authority.
- 11.3.5 The Local Authority will assist and co-operate with Homes England as requested by Homes England to enable Homes England to comply with its disclosure obligations under the FOIA and the EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents, contractors and sub-contractors will), at their own cost: provide all such assistance as may be required from time to time by Homes England and supply such data or information as may be requested by Homes England; and
- 11.3.6 Nothing in this Agreement will prevent Homes England from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under the FOIA and / or the EIR in relation to any Exempted Information.
- 11.3.7 To the extent that the Local Authority becomes a FOIA Authority subject to the FOIA and the EIR during the course of this Agreement this paragraph will apply mutatis mutandis to both parties.
- 11.3.8 The obligations in this paragraph 11.3 will survive the expiry or termination of this Agreement for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information.
- 11.3.9 **Publication of information before Parliament**
The Local Authority acknowledges that the National Audit Office has the right to publish details of this Agreement in its relevant reports to Parliament.
- 11.4 Data Protection**
For the purposes of this paragraph, "Personal Data" and "Process" shall have the meanings ascribed to them in Data Protection Legislation (DPL).
- 11.4.1 **Cooperation**
The parties will co-operate with one another in order to enable each party to fulfil its statutory obligations under the DPL.
- 11.4.2 **Registrations, notifications and consents**
The Local Authority warrants and represents that it has obtained all and any necessary registrations, notifications and consents required by the DPL to process personal data for the purposes of performing its obligations under this Agreement. The Local Authority undertakes at all times during the term of this Agreement to comply with the DPL (and the data protection principles contained therein) in processing all Personal Data in connection with this Agreement and shall not perform its obligations under this Agreement in such a way as to cause Homes England to breach any of its applicable obligations under the DPL.
- 11.5 Intellectual Property Rights**
- 11.5.1 Homes England is entitled to make publicly available best practice arising from the Project ("Project Know-how") and (subject to Clause 11.5.2) the Local Authority hereby grants to Homes England a licence to use such Project Know-how in accordance with this Clause. Homes England will have the right to amend the Project Know-how or to combine with any other know how as it thinks fit when compiling and publishing what it regards as best practice.
- 11.5.2 If the Intellectual Property rights in Project Know-how are owned by a third party, the Local Authority will use its reasonable endeavours to obtain a licence for Homes England to use such Project Know-how in accordance with this Clause. The Local Authority will notify Homes England where the Local Authority are unable to obtain such licence and will identify which parts of the Project Know-how Homes England is not licensed to use.
- 11.5.3 Subject to Clause 11.5.2 the Local Authority will provide Homes England with complete copies of and access to all information and know-how relating to or derived from the Project (including the methods by which the Project was conducted). The Local Authority will provide all assistance and explanation requested by Homes England to enable it to disseminate best practice.
- 12. INDEMNITY**
The Local Authority will be liable for and will indemnify Homes England in full for any expense, liability, loss, claim or proceedings arising under statute, tort (including negligence), contract and/or at common law in respect of personal injury to or death of any person or loss of or

damage to property (whether belonging to Homes England or otherwise) or any claim by any third party arising directly or indirectly out of or caused or contributed to by the Project and/or the performance or non-performance or delay in performance by the Local Authority of its obligations under this Agreement except to the extent that the same is due to any act or neglect of Homes England.

13. ACCESS TO INFORMATION

- 13.1 The Local Authority is required to provide Homes England, in writing, any such information about the Funding as it requires for the conduct of its statutory functions or which may be required by any Regulatory Body in respect of its regulatory and / or compliance functions.
- 13.2 The Local Authority is required to record for Homes England any such information as may be required to monitor and evaluate the performance of this Agreement. The Local Authority is required to retain this information for access by Homes England or any Regulatory Body for a minimum period of 10 years from the Completion Date.
- 13.3 The Local Authority is required to provide to Homes England, at reasonable request, access to all and any information about the Project including the location(s) at which the Project will be/ has delivered, Outputs and / or beneficiaries of the Funding from the Start Date up to and including the End Date.

14. TRANSFER

The offer of Funding is personal to the Local Authority. Unless otherwise specifically agreed in writing by Homes England the Local Authority may not assign, novate, transfer, sub-contract or dispose of in any other way either the benefit of the Funding or any of its obligations under this Agreement.

15. VAT

The Local Authority and Homes England both understand and agree that the Funding by Homes England under this Agreement is not consideration for any supply for Value Added Tax ("VAT") purposes whether by the Local Authority or otherwise. If, notwithstanding this agreement and understanding of the Local Authority and Homes England, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

16. CHANGES

The Local Authority must advise Homes England immediately if the Local Authority want or require to make any changes to the Project including, but not limited to, changes to any of the Outputs, Milestones, Start Date, End Date, Project Completion Date, Project costs and/or funding of the Project. Any changes must be agreed, in writing, with Homes England before taking effect.

17. PUBLICITY

- 17.1 The Local Authority will ensure that, where appropriate, publicity is given to the Project by drawing attention to the benefits and opportunities afforded by it. In acknowledging the contribution and investment made by Homes England the Local Authority must comply with any guidance on publicity provided by or on behalf of Homes England from time to time.
- 17.2 The Local Authority must not publicise or promote the Funding without Homes England's prior written agreement.
- 17.3 Any reference to Homes England or the Funding in any publicity and / or promotional material relating to the Project must be approved, in advance and in writing, by Homes England.
- 17.4 Homes England reserves the right to use all data provided by the Local Authority in relation to the Funding for publicity or promotional purposes.

18. FEES AND EXPENSES- VARIATIONS AND ENFORCEMENT COSTS

- 18.1 The Local Authority shall within three (3) Business Days of demand on demand, pay to Homes England the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:
- 18.1.1 in connection with the variation or amendment of, or enforcement or preservation of any rights under, this Agreement; or
- 18.1.2 in investigating any Event of Default which has occurred.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior negotiations, representations and undertakings whenever occurring.

20. FURTHER ASSURANCE

On the written request of Homes England, the Local Authority will promptly execute and deliver or procure the execution and delivery of any further documents necessary to obtain for Homes England the full benefit of this Agreement.

21. APPLICABLE LAW

This Agreement is governed by and interpreted in accordance with English law and subject to the jurisdiction of the courts of England and Wales. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction such provision shall be severed from it and the remainder of the provisions of this Agreement shall otherwise remain in full force and effect.

SCHEDULE 2

PERFORMANCE DATA AND FINANCIAL PROFILING

1. MILESTONES

MILESTONE	MILESTONE DATE
Start Date	As defined in clause 2.5 to this Agreement
Project Completion Date	As defined in clause 2.5 to this Agreement.

2. OUTPUTS

OUTPUT	Measure

3. ESTIMATED PROFILE OF FUNDING EXPENDITURE

Expenditure type	Estimated Costs (£)	Estimated expenditure date

SCHEDULE 3
PRE-CONDITIONS¹

1. Homes England will not advance any Funding under this Agreement (even where a Claim Form has been submitted) unless:-
 - 1.1 Homes England is satisfied that the Local Authority are not in breach of this Agreement; and
 - 1.2 The Local Authority has provided satisfactory evidence to Homes England where requested that the Local Authority will comply with the Local Authority representations and warranties set out in Clause 4 of the Standard Terms and Conditions of Funding; and
 - 1.3 Homes England is satisfied (acting reasonably) that contractors have or will be appointed with sufficient capability, experience and funding to deliver the Project by the Project Completion Date;
 - 1.4 [insert any other conditions precedent].
 - 1.5 The Local Authority has complied with Milestones numbered [] in Schedule 2 hereto.
2. Homes England may agree to pay Funding to the Local Authority before the above pre-conditions have been met without prejudice to its rights to refuse to pay any further Funding until those conditions are met.

¹ Set out here any pre-conditions to be fulfilled by the Applicant prior to Home England advancing any Funding. Further pre-conditions will be more likely on larger projects / projects where HCA funding is one of a number of elements. Consider the funding applicant's obligations under other agreements e.g. land transfer arrangements and Section 106 agreements (property projects), licences and consents needed in place and Project finance required.

APPENDIX 1

Claim Form

Markets, Partners and Places Grant

To: Homes England

From: *[insert full name and address of Local Authority before Agreement is executed]*

Date: []

Funding Agreement dated *[insert date]* relating to *[insert description of the project]* (the Funding Agreement)

1 I refer to the Funding Agreement. This is a Claim Form. Terms defined in the Funding Agreement have the same meaning in this Claim Form.

2 I wish to claim the following amount of Funding:

3.1 Funding amount for Project Costs: []

3.2 Period of Claim: From *[insert start date]* to *[insert end date]*

3.3 Date of claim: []

3.

3.1 Bank name: *[Complete before Agreement is executed]*

3.2 Bank branch/address: *[Complete before Agreement is executed]*

3.3 Bank sort code: *[Complete before Agreement is executed]*

3.4 Bank account number: *[Complete before Agreement is executed]*

3.5 Bank account name: *[Complete before Agreement is executed]*

4. Additional Information

4.1 Total Commitment *[Complete before Agreement is executed]*

4.2 Total Project Costs claimed and approved to date (excluding this claim): []

4.3 Total Project Costs claimed and approved to date (including this claim): []

5. The Claim is made in accordance with the Funding Agreement.

6. I confirm that each condition specified in Schedule 3 of the Funding Agreement and paragraph 5.1 of the Standard Terms and Conditions of Funding required to be satisfied on the date of this Claim Form is so satisfied and I know of no reason why any condition specified in Schedule 3 of the Funding Agreement and paragraph 5.1 of the Standard Terms and Conditions of Funding to be satisfied on or before the date of drawdown will not be so satisfied.

7. I confirm compliance with each representation, warranty and covenant specified in the Funding Agreement.

8. I confirm that no Event of Default has occurred and is continuing or will occur as a result of the proposed draw down.
9. I confirm that the Funding to be provided pursuant to this Claim Form is in respect of Project Costs and will be used to meet the Project Costs and that no other Claim has been made in respect of such costs [and that supporting invoices submitted with this Claim provide evidence of the relevant expenditure incurred to date].
10. I confirm that:
- 10.1 The Project Costs have been incurred and constitute capital expenditure in accordance with Regulations made under Section 11 of the Local Government Act 2003.
- 10.2 We have not received and will not receive any specific grants, other support or contributions towards the expenditure for which payment is now being sought.
- 10.3 The information in this form is true and correct.

By:

Section 151 Officer
for and on behalf of
[insert full name of Local Authority]

Name (Printed):

Position:

Dated:

-----For Completion by Homes England Only-----

Department/Location					
Order/Contract No:		Supplier Ref:		EFIN/APTOS INV NO:	
Cost Centre	Account No	Activity	Job Code	Net Amount	Vat Code
	Creditor Code	Total Net	Total VAT	Invoice Total	
CERTIFIED BY & Date			AUTHORISED BY & Date		

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Memorandum of Understanding between the Office of Government Property (OGP) in the Cabinet Office, the Local Government Association and the Sheffield City Council

Introduction

This Memorandum of Understanding (MOU) describes the agreement between Sheffield City Council, the Office of Government Property (OGP) in the Cabinet Office and the Local Government Association (LGA) with regard to the allocation of grants under Section 31 of the Local Government Act 2003.

The funding award and allocation of grants in this MOU covers the Place Pilot programme which is being administered through the One Public Estate (OPE) Programme.

Sheffield City Council, as the lead authority for the Sheffield Place Pilot will receive a grant of £500,000 for all Place Pilot activity. This could support a combination of the following, depending on local needs:

- Data analysis and mapping
- Feasibility Studies
- Masterplanning
- Seed funding to initiate project opportunities
- Programme coordination

The list above is not an exhaustive list. The Place Pilot will develop a plan of proposals and the grant shall not be used for any other purpose without written consent of OPE.

Background

In 2013, OGP entered into a partnership with the LGA to deliver efficiencies across the government estate and release land for housing. These projects were administered under the umbrella name of One Public Estate (OPE).

OGP oversees the strategic direction of public sector land and estate across the Government Property Function. It supports the government and wider public sector to manage their estate more efficiently and effectively. The LGA is the national membership body for local authorities, providing them with a voice with national government.

In line with the Government Property Strategy (August 2022) and OGP's commitment to the Efficiency and Value for Money Committee (July 2022) we are working to identify opportunities to realise efficiencies across the public sector estate.

Outcomes and Impacts

Place Pilots offers an opportunity to build on the strengths of the One Public Estate programme and pilot a place-based approach to strategic asset management. The programme will deliver not only efficiencies across the public estate, but also unlock opportunities to release land held by central and local Government. The focus on Place aligns with the Government's Growth Plan ambitions and supports wider local and central governmental priorities such as Levelling Up, Net Zero, economic recovery and will address the need for housing.

The outcomes of a Sheffield Place Pilot will be:

- **Joint portfolio planning** in the context of local needs and ambitions by bringing together multiple public estate owners, under joint local and central government leadership
- **A stronger focus on place embedded into strategic asset management planning** by mapping future estate demand alongside key growth and opportunity areas
- **Efficiency, value, and optimised investment** across the public estate and **better public services** from identifying opportunities for co-location, disposals, relocations, land assembly and other multi-portfolio collaboration
- **Developing recommendations that can be replicated and scaled up** to drive future uptake of a place-based approach across departmental and public sector estate strategies and different scale of place, by testing new approaches.

The impact of the Place Pilot will be:

- A smaller, greener and more efficient public estate
- Accessible and joined up public services
- An ongoing commitment to collaborate across the public estate

Conditions of Funding

Funding award is through grant of Section 31 of Local Government Act 2003.

4.1 Project Delivery

Sheffield City Council is the accountable authority for this Place Pilot and will work with OGP and the LGA (through the OPE programme) to a set of agreed project milestones as a result of the launch workshop. These milestones will be reflected in the subsequent project proposals.

4.2 Reporting Arrangements

Governance and financial management will be incorporated into existing One Public Estate mechanisms. For each Place Pilot area:

- a) The accountable local authority will submit proposals to OPE for approval, based on consultation and support from partners involved in the Pilot. High level proposals will be submitted within 3 months of an initial workshop, to ensure work to progress at pace.
- b) The accountable local authority will provide regular reporting on planned and actual spend. The reporting requirements are set out in the Schedule.
- c) The MoU will specify for any unallocated funds at the end of the 18 month pilot period, being 30th September 2024, to be returned to the Office of Government Property through the One Public Estate programme.

4.3 Shared Learning

The authority will work with the OGP and the LGA and throughout the life of the Place Pilot, to make the beneficial project outcomes repeatable by other local authority and central government partnerships, to raise awareness and share good practice across local government and other public sector organisations.

This is likely to include the following activities:

- I. Providing OPE with reasonable access and visibility throughout the life of the Place Pilot. This will include access to project documentation, attendance at any working group and/or relevant board meetings.
- II. Provide regular management information to OPE. This will include a progress report showing progress against the project plan and highlighting any risks and issues arising.
- III. Making available to OPE relevant project documentation as/when requested.
- IV. Working with OPE to help share the learning across the sector. This will include participating in seminars and workshops and hosting open days for peers and developing case studies to showcase best practice.

Funding Arrangements

On receipt of this MoU, signed by the appropriate officer(s), arrangements will be made to provide the financial resources identified within this MoU. The accountable body is required to use the grant reference number when invoicing.

Please note that this MoU does not constitute a legally binding agreement, however, the OGP, the LGA and Sheffield City Council are committed to honouring it.

Confidentiality

Any information supplied through the OPE team that is of a confidential or commercially sensitive nature will not be reproduced without prior consent unless required by Freedom of Information (FOI) or Environmental Information Regulation (EIR) legislation.

Data Protection

As a condition of funding, a data sharing agreement in respect of non-personal data must be signed by the accountable authority and attached to this document as an appendix.

Responsibilities

8.1 OGP and LGA

In managing the Place Pilot through the OPE programme, OGP and LGA will:

- i. Contribute to governance, including Place Pilot opportunity workshops.
- ii. Monitor progress and outcomes. Report through the OPE Programme Executive Group, senior officials and Ministers, as appropriate.
- iii. Manage funding allocations and monitor how funds support delivery locally.
- iv. Provide practical advice, challenge and support to the local and central government partners.
- v. Facilitate dialogue between key public estate holders in the locality and assist partnerships in securing engagement of Government Departments in delivering the programme.
- vi. Promote the programme's achievements and learning to ensure maximum impact on the sector.

8.2 Accountable Authority

Sheffield City Council is the Accountable Authority for the Sheffield Place Pilot. In managing the Place Pilot, the Accountable Authority will ensure that partners:

- a) Develop a programme of agreed proposals via the template action plan found in Appendix A within three months of the launch workshop;
- b) Provide details of current surplus land, and land which is expected to become surplus or redeveloped as a result of the Place Pilot;
- c) Provide information and data on potential future pipeline of public sector land release for housing from partner members within Sheffield;
- d) Return any unspent funding to OGP before the end date (MOU, Section 4.2 c), if applicable;
- e) Provide regular reports to OGP and the LGA through the OPE programme in line with agreed reporting processes;

- f) Identify a nominated contact and deputy representing the accountable partner, who will ensure that delivery is managed, in accordance with the agreed proposals;
- g) Work with OGP and LGA to determine support requirements including any assistance to identify and procure specialist resources;
- h) Actively encourage appropriate officers and councillors from public bodies across their partnership area to participate in the Place Pilot;
- i) Proactively work and share information about the Sheffield Place Pilot with the OGP, LGA, other local authorities and other central government stakeholders;
- j) Undertake to provide OPE with all relevant information to assist their understanding of forecast and actual outputs and outcomes across your projects;
- k) Publicity and written material relating to work supported by the OGP grant should acknowledge the support of OGP when producing any form of report, promotional, or publicity material in relation to their funded project, including press releases, leaflets, posters, brochures, reports and online material including social media;
- l) You should note that no part of the grant should be used to fund paid for marketing and advertising.
- m) Develop an Implementation Plan and any other agreed strategic framework which has been agreed, including identification of a series of projects which can be delivered in the short term.

Monitoring

- i. Sheffield City Council will work with the OPE team to forecast and track delivery of outputs and outcomes;
- ii. To do this the accountable body will submit regular progress reports to show grant expenditure and progress against agreed milestones and outputs as agreed. Such reporting will also:
 - a. highlight risks and issues and the necessary steps to mitigate risks
 - b. provide a clear timetable of quantifiable outputs expected to be delivered as a result of the Place Pilots (In accordance with outcomes and impacts identified in Section 3),
 - c. Capture wider benefits where possible, such as service integration/transformation and co-locations
 - d. Any changes to plans and project outputs must be agreed by Sheffield City Council and its partners, with OPE.

10. Governance

The Lead Authority will be responsible for ensuring that appropriate governance is in place; this will either be achieved by utilising an existing governance forum (such as an OPE Partnership Board), or by establishing a

new governance forum. The Accountable Body will ensure that relevant central government partners are appropriately represented with these arrangements, along with OPE Regional Programme Managers.

This forum will be responsible for:

- Agreeing how to use funding, prior to submission for approval
- Agreeing relevant plans, such as a Strategic Public Asset Framework, Place Pilot Implementation Plan
- Planning and delivery of a series of workshops of central and local government departments
- Developing a pipeline of projects
- Complying with quarterly financial and performance monitoring requests
- Undertaking a post-pilot evaluation

Contact Arrangements

You are asked to nominate a named representative from Sheffield City Council and designated deputy who will be the point of contact with OPE/OGP. The points of contact will be:

Name:
Email:
Tel:
Job title:

The named deputy officer will be:

Name:
Email:
Tel:
Job title:

Your OGP point of contact is:

Name: Helen Lazarus
Email: helen.lazarus@cabinetoffice.gov.uk
Tel: 07562 431071
Job title: Regional Programme Manager

Your OPE point of contact is:

Name: Paul Britton
Email: paul.britton@local.gov.uk
Tel: 07768 670543
Job Title: Regional Programme Manager

11. Signatures

Please complete the following table. The MoU must be signed by a Chief Officer from Sheffield City Council, with appropriate delegated authority.

<p>SIGNED by authorised signatory for and on behalf of Sheffield City Council (Chief Executive or S151 Officer)</p>	<p>} } } }</p>	<p>Signature:</p> <p>Name:</p> <p>Job Title:</p> <p>Organisation:</p> <p>Date:</p>
<p>SIGNED by authorised signatory for and on behalf of Local Government Association</p>	<p>} } }</p>	<p>Signature:</p> <p>Name: Ellen Vernon</p> <p>Job Title: Director, One Public Estate</p> <p>Date:</p>
<p>SIGNED by authorised signatory for and on behalf of Office of Government Property</p>	<p>} } }</p>	<p>Signature:</p> <p>Name: Angela Harrowing</p> <p>Job Title: Deputy Director, Property Programmes, Office of Government Property, Cabinet Office</p> <p>Date:</p>

SCHEDULE

Name of Place Pilot	Sheffield City Council
Power under which Grant is to be paid:	Section 31 of Local Government Act 2003
Grant Recipient's principal contact	
Funding Period:	Commencing 01 April 2023 and ending 30 September 2024
Amount of Grant:	£500,000
Payment arrangements:	Payment will be made in one instalment by 11.59pm on or before 31 March 2023
Reporting requirements:	Refer to the reporting requirements and guidance as laid out in Appendix A.
Special conditions:	

Appendix A – Place Pilots Guidance

Introduction

This guidance provides details on the types of activities that can be supported through the Place Pilots grant.

Place Pilot activity should:

- Meet the need of the place, addressing the shared place pilot vision for the area, as identified through the place pilots workshops
- Meet the objectives of the place pilot programme as detailed in the MoU

If you have any queries, please contact the One Public Estate Team:

onepublicestate@local.gov.uk

Types of activities that can be supported through the place pilots grant.

We expect the lead council to collaboratively draw up plans for their grant spend. This should take into account outcomes, discussions and information disseminated through the place pilot workshops and workstreams to ensure it reflects the needs of the place, but also the government departments and other public sector organisations who have assets in your area.

The lead local authority will need to agree the proposals to be funded under their place pilot grant allocation with the Office of Government Property (OGP). Local Authorities should use the template action plan provided at the end of this appendix to do this. It should be submitted to OGP, through the OPE Programme team within 3 months of your Place Pilot area launch workshop.

The action plan may contain completely new activities or amend, build on, generate added value to, or develop new approaches to activities set out in existing strategies or frameworks.

The funding can support one or more activities from the following areas of scope depending on the needs and requirements for your Place Pilot area.

1. Data analysis and mapping

Activities such as area data mapping and analysis for the purpose of supporting the development of place pilot activities or to support masterplanning. Development of an evidence base to support place pilot proposed activities.

2. Master planning/Feasibility Studies

This could include activities such as a masterplan for a specific geography or area within a place or a plan for a specific type of public sector asset such as customer facing. Feasibility studies could be for things such as testing a cross sector collaboration approach into one building, an approach for redeveloping land or assets, remodelled or streamlined collaborative service delivery. Eligible costs may also include professional service costs, if appropriate.

3. Seed funding to initiate project opportunities

This could be for activities such as revenue based project development/initiation costs, partnerships development and collaboration opportunities, specific site or thematic project opportunity development

4. Programme coordination

Activities such as officer resource to lead, manage and coordinate the place pilot programme for an area, costs associated with coordinating the place pilot programme and its partners

Activities out of scope

- Capital expenditure - Place pilots grant funding is for revenue activities only
- Inception phase - Costs associated with the establishment of the Place Pilot will be excluded unless prior approval has been given.

Template Action Plan

Please use this action plan template to submit your Place Pilot proposed spend activities within 3 months of your launch workshop, as detailed above.

Place Pilot Area:

Name of Lead Officer:

Date submitted:

1. Area of scope (no 1,2,3,4)	2. Briefly set out how this supports the vision and objectives of the place pilots programme	3. Using bullet points briefly set out the specific activities you will undertake	4. Indicative milestone/s and dates for delivery <i>Please submit a separate project plan to illustrate the indicative milestones and timeline in detail</i>	5. Total indicative budget £ (per item gross)	6. Outputs & Outcomes (These should be SMART e.g feasibility study will result in understanding x opportunities for Site A)
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Report to Policy Committee

Author of Report: Alan Seasman, Service Manager City Regeneration and Major Projects

Email: Alan.Seasman@sheffield.gov.uk

Report of: *Kate Martin, Executive Director City Futures*

Report to: *Finance Sub-Committee*

Date of Decision: *21st February 2023*

Subject: *Levelling Up Fund – Attercliffe Acquisition*

Has an Equality Impact Assessment (EIA) been undertaken?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If YES, what EIA reference number has it been given? 1474				
Has appropriate consultation taken place?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has a Climate Impact Assessment (CIA) been undertaken?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Does the report contain confidential or exempt information?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
If YES, give details as to whether the exemption applies to the full report / part of the report and/or appendices and complete below: -				
<i>“The appendix is not for publication because it contains exempt information under Paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).”</i>				

Recommendations:

Finance Sub-Committee is recommended to:

- Delegate authority to the Chief Property Officer acquire the property identified in Appendix 1 using resources from the Levelling Up Fund, subject to acceptable terms being agreed by the Director of Legal and Governance and Chief Property Officer and up to the purchase price set out in that Appendix.
- Add the purchase and associated costs be the Council’s capital programme.
- Request that the Director of Legal and Governance, in consultation with the Chief Property Officer, negotiate, agree and execute all necessary documentation.

Background Papers:

Report to Finance Sub-Committee 7th November 2022 (item 16 on the agenda).

Lead Officer to complete: -		
1	I have consulted the relevant departments in respect of any relevant implications indicated on the Statutory and Council Policy Checklist, and comments have been incorporated / additional forms completed / EIA completed, where required.	Finance: Liz Gough
		Legal: Sarah Bennett / David Sellars
		Equalities & Consultation: Louise Nunn
		Climate: Jessica Rick
<i>Legal, financial/commercial and equalities implications must be included within the report and the name of the officer consulted must be included above.</i>		
2	SLB member who approved submission:	<i>Kate Martin, Executive Director City Futures</i>
3	Committee Chair consulted:	<i>Cllr Bryan Lodge/Zahira Naz Co-Chairs, Finance Sub-Committee</i>
4	I confirm that all necessary approval has been obtained in respect of the implications indicated on the Statutory and Council Policy Checklist and that the report has been approved for submission to the Committee by the SLB member indicated at 2. In addition, any additional forms have been completed and signed off as required at 1.	
	Lead Officer Name: <i>Alan Seaman</i>	Job Title: <i>Service Manager City Regeneration and Major Projects</i>
	Date: 17.02.2023	

1. BACKGROUND

1.1 Levelling Up Fund and Attercliffe

Levelling Up Fund

1.1.1 The Levelling Up Fund provides Local Authorities with the financial resource to invest in their local communities to tackle economic differences persistent in cities, especially post-industrial cities like Sheffield. The Levelling Up Fund aims to 'level up' regions in the UK to tackle economic differences and drive prosperity.

1.1.2 In the Levelling Up Fund prospectus, the Government acknowledges that this prosperity can be measured in many ways. However, the most powerful barometer of economic success is the positive change people see and the pride they feel in places they call home.

1.1.3 Sheffield was awarded the full £37m requested from the Government's Levelling Up Fund in October 2021 including £17m allocated for investment in Attercliffe. Contracts were signed on the 8th of February 2022 with initial development funding released to the Council at the end of February 2022. The Council is required to demonstrate the use and delivery of the Levelling Up Fund funds for the allocated areas by March 2024.

Attercliffe

1.1.4 The £17m allocated for investment in Attercliffe focuses on joining up investment in employment, travel and quality of life to transform the quality of life and perceptions of Attercliffe.

1.1.5 Investment in wider regeneration initiatives in Attercliffe includes links between Sheffield Olympic Legacy Park and the High Street. Allocation of funds to invest in Attercliffe will allow the creation of a more welcoming environment and street scene, and for the refurbishment of historic buildings in the area to provide a cultural hub and event space on the high street. This will strengthen Attercliffe's sense of community and pride in the local area. The regeneration of Attercliffe will help to stimulate investment and make Attercliffe a better place to live, work and visit.

1.1.6 The Finance Sub-Committee on 7th November 2022 approved the use of some of the £17m funds allocated to Attercliffe to acquire the Adelphi Social Club and Land on the West Side of Attercliffe Road. The monies requested was sufficient in securing the property and land.

1.2 **Acquisition**

1.2.1 An opportunity has now arisen to acquire the Freehold interest in a further building in the centre of Attercliffe.

1.2.2 The Council's legal services are reviewing the legal pack to identify any risks associated. Upon initial consideration (subject to comment from legal services), the potential risks that are associated with acquiring the property and land are manageable and not to the detriment of the Council in a financial, social or reputational manner.

1.2.3 Financial input can be provided by the Levelling Up Fund grant to transform the Attercliffe area. Therefore, if successful at auction and upon receipt of surveys and relevant due diligence, all work required on the building and land to get it into a habitable state will be funded by the Levelling Up Fund as set out in Appendix 2.

1.2.4 The Council made all reasonable attempts to enter private negotiations to acquire the property to minimise financial and timing risk for the Council. However, due to restrictions on disposal of property and land, the seller was unable to sell by private treaty.

- 1.2.5 The acquisition of the property will increase the Council's ownership in the area, and further consideration will be taken to ensure that future uses of the site are accessible and benefit the local community. This will encourage further investment into the area and improve local community pride in Attercliffe.

2. HOW DOES THIS DECISION CONTRIBUTE?

- 2.1 Following the recommendation in this report, the proposed acquisition aims to:
- Help to stimulate investment in the area
 - Increase Council land and property ownership in Attercliffe allowing the Council to lead the way in regeneration in the area
 - Reduce inequalities in improving Attercliffe as a place to live, work and visit
 - Increase quality of life, health, wellbeing and happiness for local communities
 - Further enhance the visitor economy in Attercliffe and the wider Sheffield City Region
 - Improve national visibility and reputation based on the measured outcomes of the Levelling Up Fund grant
 - Provide the opportunity to create a new cultural/community use
 - Contribute towards achieving corporate objectives

3. HAS THERE BEEN ANY CONSULTATION?

- 3.1 In submitting the bid to the Levelling Up Fund there was consultation with local stakeholders including members of the local business community, Sheffield Children's NHS Trust, Sheffield Olympic Legacy Park, Scarborough Group International and Sheffield Hallam University. In addition, the bid had to have the explicit approval of the local MP.
- 3.2 A number of further updates have been provided to stakeholders. Further public engagement and participation in relation to these specific buildings will be undertaken as part of any requirements for listed building or planning consent.

4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

4.1 Equality Implications

- 4.1.1 An Equalities Impact Assessment has been undertaken for this acquisition. Upon acquisition and determination of the use of the site, there will be further discussions and consultation regarding the EIA.
- 4.1.2 It is considered that this proposal should have a positive impact on the

Attercliffe and wider Sheffield City Region, including currently under-served communities by creating a stronger sense of place and community; increasing wider investment opportunities; improving the High Street which will hopefully result in greater job, retail and wider commercial opportunities to meet diverse community needs.

4.2 Financial and Commercial Implications

4.2.1 The costs of the purchase of these assets will be funded entirely by the Levelling Up Fund allocation received from Central Government.

4.2.2 If successful at auction, the Council will begin surveys and initial/preliminary works imminently. Upon acquisition, the Council will consider all potential future uses to ensure regeneration of the area and increase financial benefits for the Council and wider area. It is estimated that holding costs should be no longer than 12 months and the funding will come from the Levelling Up Fund. A breakdown of these costs will be provided in due course.

See Appendix 2 for a breakdown of estimated ongoing and holding costs. Any costs of holding the assets until acquired that are not able to be capitalised will be met from existing Regeneration and Property Services budgets.

4.2.3 The exit strategy for the building and site is yet to be determined. The site would be a good strategic acquisition to help facilitate reuse of the adjoining Adelphi Social Club, wider place making and regeneration of the High Street. A determination of the end use and revenue costs will be provided in due course.

4.3 Legal Implications

4.3.1 The Localism Act 2011 s.1 provides local authorities with a “general power of competence” which enables them to do anything that an individual can do so long as the proposed action is not specifically prohibited. A purpose of the Act is to enable local authorities to work in innovative ways to develop services that meet local needs. The proposed acquisitions programme can be delivered through the council using its general power of competence.

4.3.2 Section 120 of the Local Government Act 1972 gives the Council power to acquire by agreement any land or property for amongst other things the purposes of the benefit, improvement or development of the Council’s area. For the reasons set out in this report it is considered that the proposed acquisitions fall within this criteria.

4.3.3 The property is held by a non-exempt charity and this transfer is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011 so that restrictions on disposition imposed by sections 117 to 121 of that Act apply to the Property.

4.3.4 It is understood from the vendor's solicitor that the trustees of the charity, being the persons who have the general control and management of its administration, certify that:

(a) they have power under the trusts of the charity to effect this transfer; and

(b) they have complied with the provisions of sections 117 to 121 of the Charities Act 2011 so far as applicable.

4.4 Climate Implications

4.4.1 Considerations of climate implications and an initial Climate Impact Assessment has been undertaken as appropriate for this specific acquisition. This is yet to be consulted on due to limited timescales. Upon acquisition and determination of the use of the site, there will be further discussions and consultation regarding the CIA.

4.4.2 It is considered that this proposal should have a neutral/positive impact on the climate. Any future uses will consider the climate and ensure environmentally friendly practises are encouraged to put the Council at the forefront of positive, inclusive, environmentally conscious site use. It will also help to improve a sustainable and inclusive economy in the Attercliffe area creating opportunities for all residents.

4.4 Other Implications

4.4.1 None

5. **ALTERNATIVE OPTIONS CONSIDERED**

5.1 Do nothing

If the Council decide not to acquire the property, this property and land would unlikely be used for place making and regeneration purposes. It is likely that it would remain unused, inaccessible to the public and not used or repurposed for the wider benefit of the Attercliffe area. This would continue the under-investment in Attercliffe and its negative effects as such.

5.2 Purchase the site using Sheffield City Council funds

If the Council decided to acquire the property and land mentioned using internal funds, this would take a considerable amount of time to generate. The City Council would not be able to purchase such a prominent site which will provide great economic and social benefits to the Attercliffe area and community.

6. **REASONS FOR RECOMMENDATIONS**

- 6.1 This acquisition will help to stimulate investment in the area; strengthen the sense of community and pride in the local area; reduce inequalities; enhance the visitor economy; improve quality of life, health and wellbeing for local communities; contribute towards achieving corporate objectives.
- 6.1.1 Further, the acquisition will allow for the building and land to be used to compliment the future use of the adjoining Adelphi Social Club, increase Council land ownership and ensure wider regeneration benefits for Attercliffe.

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By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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of the Local Government Act 1972.

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