

	Scheme name / summary description of key terms	Funder	Value £'000
A	Economic growth		
	None		
B	Transport		
	None		
C	Quality of life		
	None		
D	Green and open spaces		
	<p>Lowfield Kick Wall</p> <p>Background See Appendix 1 Section D</p> <p>Financial and Commercial Implications Key features (not exclusive) of the grant terms and conditions are summarized as follows:</p> <ul style="list-style-type: none"> • A grant of £42,500 (total project cost £46,500 with £4,000 being provided by SCC) for the 'Interactive Football Wall' • Must be spent by 30/10/19 & only use the grant for the Project. 	Sport England	42.5

	<ul style="list-style-type: none"> • Signed within one month of offer letter date currently 23/11/18 Deadline extended and updated funding agreement with new dates being issued • Construction works must be completed and grant must be spent before any other funding. • Works must be started within three months of the Offer Letter date and complete within 12 months of the Offer Letter date. • Sheffield City Council to set targets and measure the impact of investment. • If there is a failure or unacceptable delay in meeting any of the Project Conditions (the Project Manager will need to read and comply with the full list) the funder may end the Agreement. • Grant is also subject to conditions relating to the construction of the facility. • Payment is made in arrears and claims must be supported by evidence. • To accept the grant, SCC will need to complete a range of documents and return them to Sport England. • The grant cannot pay for any commitments made before the date of the Award and any unused grant is to be returned to the funder. • SCC to obtain written permission before making any changes to the Project. • Keep records for 7 years after the Project has finished. • SCC must not sell any assets without the funders permission for the extent of the term, that is whichever of these timeframes is the longest: <ol style="list-style-type: none"> 1. As long as any part of the Award remains unspent; 2. The expiry of the maximum Term required under the Award Agreement which is 7 years; 		
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<p>3. As long as you do not carry out any of the terms and conditions of the Award or any breach of them continues (this includes any outstanding reporting on Award expenditure or Project delivery).</p> <ul style="list-style-type: none"> The grant is subject to claw back if the terms and conditions are not complied with. <p><u>Procurement</u></p> <ul style="list-style-type: none"> All public sector procurement is governed by and must be compliant with both European Legislation and UK National Law. In addition, all procurement in Sheffield City Council must comply with its own Procurement Policy, and internal regulations known as 'Contracts Standing Orders' (CSOs). Contracts Standing Orders 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. <p>The Project Manager will need to read understand and comply with all of the grant terms and conditions.</p> <p><u>Legal Implications</u></p> <ul style="list-style-type: none"> The Council has the power to do anything incidental to its functions (s111, Local Government Act 1972). This includes the acceptance of grant funding. The Council hope that providing these facilities to the park will improve green space, recreational opportunities and encourage health and wellbeing. Under s12 of the Health and Social Care Act 2012 local authorities must take steps to improve the health of the people in its area. S12(3)(b) says that this may include providing services or facilities designed to promote healthy living. The funding must be spent exclusively on the project as outlined in the award letter and outline business case including construction, land purchase, materials or professional services. 		
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	<ul style="list-style-type: none"> • Payment of the funding is made in arrears and claims must be supported with evidence of spend. We can only claim once costs have been incurred on the project. If we hold any unused part of the funding we must hold this on trust for Sport England and re-pay this at the end of the project. • If the terms and conditions of the funding are not complied with, Sport England may: require that we re-pay the grant, stop future payments or end the award immediately. The terms and conditions are listed in the award offer letter and include project conditions, construction conditions and specific conditions. We must maintain adequate insurance at all times including employee and public liability insurance. 		
E	Housing growth		
	None		
F	Housing investment		
	None		
G	People – capital and growth		
	None		
H	Essential compliance and maintenance		
	None		
I	Heart of the City II		

	None		
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