

| Scheme name / summary description of key terms | Funder | Value £'000 |
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| Transport Regeneration & Climate Change | | |
| <p>Heart Of The City II Palatine Chambers Block</p> <p>Background</p> <p>HoC2 seeks to transform Sheffield city centre with an improved retail, working, leisure and living environment.</p> <p>A lack of depth and quality of hotel provision as other comparable Cities in the UK and wider, limits the ability to attract visitor numbers and spend to Sheffield. This development is to create a boutique style Hotel to be operated under Radisson Blue brand. In addition, the former Gaumont building requires improvement works to the façade and reconfiguration to make it for purpose. The scheme will retain important architectural features across the block.</p> <p>£3m of Gainshare funding has been secured towards this scheme from the South Yorkshire Mayoral Combined Authority</p> <p>Financial & Commercial Implications</p> <p>Key features (not exclusive) of the SYMCA grant terms and conditions:</p> <ul style="list-style-type: none"> • Grant (£3m) to achieve: Project Outputs/ Outcomes, Social Value Outcomes. • Completion Date - date by when Eligible Costs and Project Outputs in Schedule 4, • Comply with subsidy rules: “UK-EU TCA Rules” and “WTO-ASCM Rules” • Grant only for the Eligible Costs / the delivery of the Project and shall not be used for any other purpose without SYMCA approval • Only claim Qualifying Expenditure defrayed from the Commencement Date to the Completion Date. | <p>South Yorkshire Mayoral Combined Authority</p> | <p>3,000</p> |

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| | <ul style="list-style-type: none"> • Any Qualifying Expenditure claimed outside of these dates will be deemed ineligible for Grant purposes. • When applying for third party funding for the Project, SCC to notify the Authority in advance. • Grant is conditional upon the provision of match funding letters to SYMNCA in advance of Approved Claim Form. • SCC shall not apply for/accept <ul style="list-style-type: none"> ○ duplicate funding in respect of the Project or any related administration costs that the Authority is funding in full under this Agreement. ○ any funding to be applied to the Eligible Costs which would result in a breach of any threshold for funding the Eligible Costs set out in the Subsidy Rules. ○ SCC cannot recover its own internal costs for administration of the Project. ○ SCC shall not make any project change to the Project including those that breach Subsidy Rules without SYMCA approval. ○ Prior to contract execution, SCC to provide a Solicitor’s opinion letter confirming Subsidy Control position. ○ Grant subject to closure of the Special Conditions. ○ Failure of the Recipient to provide satisfactory evidence of these Special Conditions within 90 days of contract may result in Default/termination of the Agreement ○ All required statutory consents including planning enquiries must be satisfied ○ Procure the commencement of the Works within 30 days from the date of this Agreement and procure Practical Completion of the same by the Completion Date ○ Procure all Project Outputs are achieved by the Completion Date | | |
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| | <ul style="list-style-type: none"> ○ Procure all the Project Outcomes/Social Value Outcomes are fulfilled by the Final Review Date. ○ Grant allocation for a Financial Year is available for that year only and any carry forward is at SYMCA's discretion ● If SYMCA makes Advance Payments of grant in excess of Financial Year allocation then there will be adjustments to allocations in future years ● Grant Retention (2.5%) until completion of Project Outputs (see criteria) ● Remaining 2.5% when Outcomes delivered by Final Review Date (see criteria). ● Statement of grant expenditure must be audited by external auditor. ● Records shall be retained for at least ten years after the end of the Financial Year in which the last payment is made ● Financial claims quarterly in arrears (see full details on monitoring requirements) ● Claims submission covers all Eligible Costs incurred/defrayed on the Project to date. <p>Grant may be reduced or clawed back if (not exclusive – see full details):</p> <ul style="list-style-type: none"> ● A Project Change without prior approval of the Authority. ● SCC fails to comply with the Special Conditions ● Works not commenced within 3 months of execution of Agreement ● Grant not used for the purpose intended ● Not making satisfactory progress with Project delivery as per Sched 2 ● Failure to keep/maintain the records specified in the Funding Agreement ● SCC obtains any form of duplicate funding in relation to the Project | | |
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| | <ul style="list-style-type: none"> • Grant subject to Subsidy Rules and SCC warrants that the Grant is not prohibited by the Subsidy Rules (see details): • SCC must comply with the Subsidy Rules as required • SCC has informed SYMCA of any other public funding applied for/awarded against the Eligible Costs covered by this Agreement. • SYMCA Grant to achieve Project Outputs/Outcomes and Social Value Outcomes being achieved • Grant subject to 100% Clawback as per clause 11 /Schedule 4 to the extent that Project Outputs/ Project Outcomes and Social Value Outcomes are not achieved. • SYMCA will consider the extent to which Project Outputs/Project Outcomes and Social Value Outcomes have been achieved and consider whether a proportion of the grant needs to be repaid (see full details) • Grant outside the scope of VAT but if any VAT is chargeable the grant shall be deemed to be inclusive of all VAT. <p>Key Dates Commencement Date: June 2021 Completion Date: 31 November 2023 Clawback Review Date: February 2024 Final Review Date: February 2024 Closure Date: May 2024</p> <p>Legal Implications</p> <p>The Council can rely upon the general power of competence under section 1 of the Localism Act 2011 to enter into the Grant Agreement for the provision of this grant funding and incurring expenditure on the project deliverables. Section 1 provides the Council with the power to take reasonable action it needs 'for the benefit of the authority, its area or persons resident or present in its area'.</p> | | |
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| | <p>The grant funding is for a maximum of £3,000,000.00 and is for the purpose of the Council re-shaping Sheffield City Centre as part of the project known as Heart of the City 2, and in particular the work on that part of the project known as “Block A”.</p> <p>The terms and conditions of the grant are reasonably standard for activities such as those covered by this grant. Officers delivering the grant funded activities must be aware of and deliver the Council’s obligations. The grants can be terminated for events of default and SCC could be required to repay part or all of the grant in such circumstances, and there is provision for clawback should the project not meet its planned objectives. Those objectives include Project Outputs, Project Outcomes, and Social Value Outcomes and involve not just an increase in the commercial property floorspace but also an increase in jobs, apprenticeships, and opportunities for small and third sector enterprises. These include obligations:</p> <ul style="list-style-type: none"> • Not to implement any significant change to the project without the prior consent of the Mayoral Authority (the period for agreeing changes is 60 days). The definition of such changes includes changes to completion date. • Only to use the sums provided for the agreed purposes • Not to seek duplicate funding • To notify the Mayoral Authority if SCC does not intend to claim the full amount in total or within a financial year • To find alternative funding if there is shortfall in match funding or is there a cost overrun • To retain invoices, supplier details, and to retain records for 5 years. • For the Chief Finance Officer to provide a statement of grant expenditure at end of each financial year • To allow rights of access, inspection and interview etc to the Mayoral Authority’s internal auditors. • To comply with the timescales e.g. for the works to start within 30 days of the agreement, and to be able to demonstrate achievement of the objectives • To ensure that the Mayoral Authority branding is represented on boards etc, and to provide advance notice of publicity and to invite Mayoral Authority reps where appropriate (the latter obligations continue after the agreement). • To observe standard obligations regarding equal opportunities, promotion of local skills and resources, avoidance of acts which may disrepute etc. | | |
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| | <ul style="list-style-type: none">• To work with the MA to link the Site into other regeneration and development initiatives. | | |
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