

Grant Awarding Body	Name of the Grant	Project to be funded by the Grant	Conditions and Obligations	Value £000
Lawn Tennis Association Operations Ltd (LTA)	Growing the Game Funding Round ZYO89	Refurbishment of Bingham Park Tennis Courts - consisting of two fully refurbished courts to LTA standard, three courts made safe and left for the future use of the friends group and landscaping of the remaining area.	<p>Key features (not exclusive) of the Grant Agreement are summarised as follows :</p> <p>The Funding Agreement is between LTA Operations Ltd and Sheffield City Council (SCC)</p> <p>The claw back period is 10 years from the date of Practical Completion.</p> <p>SCC to accept a Grant from the LTA</p> <p>SCC Match Funding: S106: £73,644</p> <p>10% Retention Fee: £3,100 (work must be completed by 31st March 2018)</p> <p>Total Project cost: £104,644</p> <p>Sinking Funds: The offer letter makes reference to the award being conditional on the Council agreeing to an additional sinking fund be set aside, however there is no mention of value.</p> <p>The sinking fund is administered by the arrangement SCC has with Parks Tennis CIC to run Sheffield tennis courts. Bingham Park (this award) is part of this agreement.</p>	31

			<p>The funder may withhold, suspend, terminate or recover the funding agreement if conditions of the grant are not met. These contain but are not exclusive to:</p> <ul style="list-style-type: none"> • The Funding shall be used solely towards the Project in accordance with the general terms and conditions, and only by SCC, and under no circumstances shall it be used for any other purposes. • The Facilities are only for the playing of tennis or tennis related activities during the clawback period. • SCC must keep the facilities, fittings & equipment in good repair & condition at all times throughout the project & development of the facilities & until the expiry of the clawback period. • SCC must have security of tenure of the Facilities &/or the land which the Facilities are built for the clawback period. • The purpose of the Project or the facilities usage shall not be changed throughout the clawback period. • In the event that LTA Operations has reasonable cause at any time to believe that SCC has not complied with the Regulations all Funding already paid shall become 	
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			<p>repayable the LTA Operations on demand and LTA Operations may suspend it's obligations or terminate the agreement pursuant to clause 10.</p> <ul style="list-style-type: none"> • SCC must provide evidence of a statement of final accounts signed by a supervising officer within three months of the expiry of the Defects Liability Period. If this is not adhered to LTA may stop payment of the outstanding amount of Retention & reduce funding. Also, it would be a breach of the Agreement & LTA may demand repayment. <p>Nothing in the Agreement is intended to create a VAT taxable supply. However, in the event that HMRC determines that any part of this Agreement does create a right or obligation which gives rise to VAT, SCC shall be responsible for such VAT payments.</p> <p>SCC shall pay LTA Operations on demand £1.5k per legal charge & £350 per restriction of title to reimburse LTA for legal expenses it incurs. LTA have the right to increase these charges. (The legal charge only applies if we challenge the award conditions.)</p> <p>SCC shall pay LTA costs for any application for consent, approval or enforcement of the Funding Agreement & any fees for consultants or other professionals which LTA deem appropriate. This is in line with the previous two awards</p>	
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			<p>accepted.</p> <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> The Council has the power to accept this grant under the power of general competence found in section 1 of the Localism Act 2011.</p> <p>Section 19 (1) (b) Local Government (Miscellaneous Provisions) Act 1976 permits the Council to provide such recreational facilities as it thinks fit which includes tennis courts amongst other recreational sports.</p> <p>The Lawn Tennis Association ('LTA') has made grant funding available to the Council for the purpose of refurbishing tennis courts at Bingham Park.</p> <p>The Council must ensure it has a freehold interest or leasehold interest (which does not have a break clause) on the tennis courts which are to be refurbished. Any work on the tennis courts must be carried out by a competent professional. Any refurbishment must include facilities for disabled members of the community.</p> <p>Any works or services which are to be procured must comply with the Public Contracts Regulations 2015. Any new procurement must have a minimum of three tenders. The Council must send a satisfactory written explanation to the LTA</p>	
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			<p>of the reason any tender was accepted this shall also include a form of tender (including all successful and unsuccessful tenders). A tender report must also be submitted to the LTA by a competent professional. If the Council fails to procure any goods or services in line with the Public Contracts Regulations 2015 then it may suspend the grant funding or terminate the full agreement.</p> <p>The Council must inform the LTA in terms of any delay that materially threatens the delay or completion of the tennis courts.</p> <p>During the Clawback Period, the Council may not transfer, sell, licence or lease and part of the new tennis courts without the consent of the LTA.</p> <p>The LTA may either withhold or claim back any grant monies if a default event occurs which breach the terms of the agreement.</p>	
Homes & Communities Agency (HCA)	2016 to 2021 Shared Ownership and Affordable Homes Programme	Acquisitions for Specialist Housing (Learning Disabilities)	<p>Permission is sought to accept a grant of £110,000 from the HCA towards a scheme to purchase and refurbish 5 suitable properties in the west of the City for people with learning disabilities. The scheme links to a previously approved grant acceptance for the Department of Health (DoH) grant.</p> <p>The DoH and the majority of the HCA funding will be utilised first to meet funding timescales, followed by the HRA borrowing/ reserves.</p> <p>The HCA grant must only be used for the named scheme</p>	110

			<p>approved by the HCA. Any likely delays or changes to the scheme must be notified to the HCA whereby they are entitled to accept or reject the changes, propose a substitute scheme or withdraw the grant. The HCA are not required to accept any change which would result in the increase of the allocated grant.</p> <p>The homes must be delivered by 31 March 2022 although we have committed to deliver the programme by June 2018. The HCA shall not be obliged to extend a milestone date, particularly if it would affect the expenditure profile in the last quarter of the relevant financial year</p> <p>We are required to permanently use the properties for the purposes for which the grant was paid.</p> <p>The grant will be paid in staged payments in relation to the progress of each scheme. Failure to meet delivery obligations, organisational obligations, monitoring and reporting requirements may result in the suspension, termination or recovery of grant with interest at 2% above the base rate from the date of payment to the date of repayment.</p> <p>The following conditions are indicative but not limited to those which must be met:</p> <ul style="list-style-type: none"> • Attendance at quarterly review meeting • Provision of quarterly performance and progress reports • Communication of any delays and changes to schemes 	
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			<p>to the HCA</p> <ul style="list-style-type: none"> • Commitment to deliver the scheme in accordance with agreed milestone and standards • Permanently use the delivered homes for the purposes for which the grant was paid • Procurement and compliance with terms of all consents and permission required for the development of the schemes • Compliance at our costs with requirements in respect of the Compliance Audit • Retention of accounts and records for 10 years from the date of payment of the grant • Compliance with the Local Government Transparency Code <p>The budget holder will need to read, understand and comply with all of the conditions set out in the Heads of Terms and the Recovery of Capital Grants and Recycled Capital Grant Fund General Determination 2017.</p> <p>We are confident that suitable properties can be identified and that acquisition and refurbishment costs will not exceed the budgeted costs.</p> <p>The acquisitions form part of the General Acquisitions programme which was agreed by Cabinet in February 14.</p>	
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