

Charity Trustee Sub-Committee

Monday 5 June 2023 at 2.00 pm

**To be held in the Town Hall,
Pinstone Street, Sheffield, S1 2HH**

The Press and Public are Welcome to Attend

Membership

Councillor Ian Auckland
Councillor Douglas Johnson
Councillor Richard Williams
Councillor Fran Belbin
Councillor Dawn Dale

PUBLIC ACCESS TO THE MEETING

Meetings of the Charitable Trusts Sub-Committee are chaired by Councillor Bryan Lodge.

A copy of the agenda and reports is available on the Council's website at www.sheffield.gov.uk. You may not be allowed to see some reports because they contain confidential information. These items are usually marked * on the agenda. Members of the public have the right to ask questions or submit petitions to Charitable Trusts Sub-Committee meetings and recording is allowed under the direction of the Chair. Please see the [webpage](#) or contact Democratic Services for further information regarding public questions and petitions and details of the Council's protocol on audio/visual recording and photography at council meetings.

Charitable Trusts Sub-Committee meetings are normally open to the public but sometimes the Committee may have to discuss an item in private. If this happens, you will be asked to leave. Any private items are normally left until last on the agenda.

Meetings of the Charitable Trusts Sub-Committee have to be held as physical meetings. If you would like to attend the meeting, please report to an Attendant in the Foyer at the Town Hall where you will be directed to the meeting room. However, it would be appreciated if you could register to attend, in advance of the meeting, by emailing committee@sheffield.gov.uk, as this will assist with the management of attendance at the meeting. The meeting rooms in the Town Hall have a limited capacity. We are unable to guarantee entrance to the meeting room for observers, as priority will be given to registered speakers and those that have registered to attend.

Alternatively, you can observe the meeting remotely by clicking on the 'view the webcast' link provided on the meeting page of the [website](#).

If you wish to attend a meeting and ask a question or present a petition, you must submit the question/petition in writing by 9.00 a.m. at least 2 clear working days in advance of the date of the meeting, by email to the following address: committee@sheffield.gov.uk.

In order to ensure safe access and to protect all attendees, you will be recommended to wear a face covering (unless you have an exemption) at all times within the venue. Please do not attend the meeting if you have COVID-19 symptoms. It is also recommended that you undertake a Covid-19 Rapid Lateral Flow Test within two days of the meeting.

If you require any further information please email committee@sheffield.gov.uk.

FACILITIES

There are public toilets available, with wheelchair access, on the ground floor of the Town Hall. Induction loop facilities are available in meeting rooms. Access for people

with mobility difficulties can be obtained through the ramp on the side to the main Town Hall entrance.

**CHARITY TRUSTEE SUB-COMMITTEE AGENDA
5 JUNE 2023**

Order of Business

Welcome and Housekeeping

The Chair to welcome attendees to the meeting and outline basic housekeeping and fire safety arrangements.

1. Apologies for Absence

2. Exclusion of Press and Public

To identify items where resolutions may be moved to exclude the press and public

3. Declarations of Interest

Members to declare any interests they have in the business to be considered at the meeting

(Pages 7 - 10)

4. Appointment of a Deputy Chair

5. Minutes of Previous Meeting

To approve the minutes of the last meeting of the Sub-Committee held on 21st March 2023.

(Pages 11 - 16)

6. Public Questions and Petitions

To receive any questions or petitions from members of the public.

(NOTE: There is a time limit of up to 30 minutes for the above item of business. In accordance with the arrangements published on the Council's website, questions/petitions at the meeting are required to be submitted in writing, to committee@sheffield.gov.uk, by 9.00 a.m. on Thursday 1 June 2023).

7. Work Programme

Report of the Director

8. Parks Tennis Procurement and Hillsborough Activity Hub (Deferred item from 21/3/23)

Report of the Executive Director, Operational Services

(Pages 17 - 250)

9. Sale of Land off Twentywell Lane, Sheffield S17, at the North-Side of Poynton Woods

Report of the Executive Director, Operational Services

(Pages 251 - 272)

*(NOTE: Appendices 3, 4, 8, 10 and 11 to the report at item

8 in the above agenda are not available to the public and press because they contain exempt information described in paragraph 3 of Schedule 12A to the Local Government Act 1972 (as amended

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ADVICE TO MEMBERS ON DECLARING INTERESTS AT MEETINGS

If you are present at a meeting of the Council, of its Policy Committees, or of any committee, sub-committee, joint committee, or joint sub-committee of the authority, and you have a **Disclosable Pecuniary Interest** (DPI) relating to any business that will be considered at the meeting, you must not:

- participate in any discussion of the business at the meeting, or if you become aware of your Disclosable Pecuniary Interest during the meeting, participate further in any discussion of the business, or
- participate in any vote or further vote taken on the matter at the meeting.

These prohibitions apply to any form of participation, including speaking as a member of the public.

You **must**:

- leave the room (in accordance with the Members' Code of Conduct)
- make a verbal declaration of the existence and nature of any DPI at any meeting at which you are present at which an item of business which affects or relates to the subject matter of that interest is under consideration, at or before the consideration of the item of business or as soon as the interest becomes apparent.
- declare it to the meeting and notify the Council's Monitoring Officer within 28 days, if the DPI is not already registered.

If you have any of the following pecuniary interests, they are your **disclosable pecuniary interests** under the new national rules. You have a pecuniary interest if you, or your spouse or civil partner, have a pecuniary interest.

- Any employment, office, trade, profession or vocation carried on for profit or gain, which you, or your spouse or civil partner undertakes.
- Any payment or provision of any other financial benefit (other than from your council or authority) made or provided within the relevant period* in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.

*The relevant period is the 12 months ending on the day when you tell the Monitoring Officer about your disclosable pecuniary interests.

- Any contract which is made between you, or your spouse or your civil partner (or a body in which you, or your spouse or your civil partner, has a beneficial interest) and your council or authority –
 - under which goods or services are to be provided or works are to be executed; and
 - which has not been fully discharged.

- Any beneficial interest in land which you, or your spouse or your civil partner, have and which is within the area of your council or authority.
- Any licence (alone or jointly with others) which you, or your spouse or your civil partner, holds to occupy land in the area of your council or authority for a month or longer.
- Any tenancy where (to your knowledge) –
 - the landlord is your council or authority; and
 - the tenant is a body in which you, or your spouse or your civil partner, has a beneficial interest.
- Any beneficial interest which you, or your spouse or your civil partner has in securities of a body where -
 - (a) that body (to your knowledge) has a place of business or land in the area of your council or authority; and
 - (b) either -
 - the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or
 - if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, or your spouse or your civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

If you attend a meeting at which any item of business is to be considered and you are aware that you have a **personal interest** in the matter which does not amount to a DPI, you must make verbal declaration of the existence and nature of that interest at or before the consideration of the item of business or as soon as the interest becomes apparent. You should leave the room if your continued presence is incompatible with the 7 Principles of Public Life (selflessness; integrity; objectivity; accountability; openness; honesty; and leadership).

You have a personal interest where –

- a decision in relation to that business might reasonably be regarded as affecting the well-being or financial standing (including interests in land and easements over land) of you or a member of your family or a person or an organisation with whom you have a close association to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the Authority's administrative area, or
- it relates to or is likely to affect any of the interests that are defined as DPIs but are in respect of a member of your family (other than a partner) or a person with whom you have a close association.

Guidance on declarations of interest, incorporating regulations published by the Government in relation to Disclosable Pecuniary Interests, has been circulated to you previously.

You should identify any potential interest you may have relating to business to be considered at the meeting. This will help you and anyone that you ask for advice to fully consider all the circumstances before deciding what action you should take.

In certain circumstances the Council may grant a **dispensation** to permit a Member to take part in the business of the Authority even if the member has a Disclosable Pecuniary Interest relating to that business.

To obtain a dispensation, you must write to the Monitoring Officer at least 48 hours before the meeting in question, explaining why a dispensation is sought and desirable, and specifying the period of time for which it is sought. The Monitoring Officer may consult with the Independent Person or the Council's Standards Committee in relation to a request for dispensation.

Further advice can be obtained from David Hollis, Interim Director of Legal and Governance by emailing david.hollis@sheffield.gov.uk.

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SHEFFIELD CITY COUNCIL

Charity Trustee Sub-Committee

Meeting held 21 March 2023

PRESENT: Councillors Bryan Lodge (Chair), Richard Williams (Deputy Chair), Douglas Johnson (Group Spokesperson), Dawn Dale and Julie Grocutt

1. APOLOGIES FOR ABSENCE

- 1.1 No apologies for absence were received.

2. EXCLUSION OF PRESS AND PUBLIC

- 2.1 It was noted that the appendices 3, 4, 8, 10 and 11 to item 7 on the agenda were not available to the public or press because they contained exempt information. If Members wished to discuss the information in the appendices, the Committee would ask the members of the public and press to kindly leave for that part of the meeting and the webcast would be paused.

3. DECLARATIONS OF INTEREST

- 3.1 No declarations of interest were received.

4. MINUTES OF PREVIOUS MEETING

- 4.1 The minutes of the meeting of the Committee held on 26 January, 2023 were approved as a correct record.

5. PUBLIC QUESTIONS AND PETITIONS

- 5.1 The Policy Committee received one petition from members of the public.

The Policy Committee received a petition 'Save Hillsborough Park's free-to-use MUGA (Multi-Use Games Area). Andy Chaplin attended the meeting and presented the petition to the committee.

The petitioner explained that a briefing note had been sent to committee members prior to the meeting.

The Chair thanked the petitioner for bringing the petition.

- 5.2 The Committee received five questions from members of the public.

Question from: Friends of Hillsborough Park

1. Is the Committee comfortable in approving a scheme which will reduce access to the current free-to-use MUGA which is currently well used by Cycling4All and the casual users who play on it throughout the year
2. Given the issues highlighted in the FoHP briefing does this Committee believe Hillsborough Park would be the optimal location for an Activity Hub
3. Is there evidence that there will be an increase in physical activity or is there the likelihood that a smaller MUGA and more pay-to-use space will lead to less activity
4. Does the Committee have access to and have confidence in the financial viability of the scheme. (Is there more scrutiny of projects after the experience of the Fargate container scheme?)
5. Is the Committee content that a procurement process for a major development is based on the proposal from a current supplier
6. Is the Committee satisfied that The Report to the Cooperative Executive Committee was an accurate description of the situation and that it gave an opportunity for adequate scrutiny
7. Is the Committee satisfied that the consultation with the public in April 2022 and the conclusions drawn from the 20921 Hillsborough Forward plan and the 2018 Better Parks consultation
8. Is the Committee therefore confident that it can award a contract and any associated disposal of land which may be necessary, and any consents or approvals required.

The Chair thanked the questioner for bringing these questions to the committee and explained that the responses would be covered as part of the officers' report to committee during item 6. A full written response would also be provided.

Question from Cycling4all

1. Sheffield Cycling 4 All would like to register our concern that the provider has not put forward a workable solution which will enable us to continue to offer our current level of activities and services.
We are one of the UK's leading inclusive cycling hubs and the only one in the Sheffield region. We have been operating from the park for over 14 years and welcome 100 people every week to our cycling sessions for disabled people and people with long term health conditions.
Is the Committee comfortable with approving a contract which will negatively impact the level and quality of service we are able to offer – as well as put us in conflict with other casual users of the MUGA due to its much-reduced size?
2. The report submitted to the Charity trustee Sub-Committee currently states that the provider must:
“Ensure the activity hub enables the services and operations offered by Cycling for All, which currently provides their main service offer from the existing multi-use games area space.”

Will the Committee seek assurance that it is written into the contract that the provider is required to enable our current level of services and operations?

The Chair thanked the questioner for bringing these questions to the committee and explained that the responses would be covered as part of the officers' report to committee during item 6. A full written response would also be provided.

Question from Andy Kershaw

David Hartlebury attended the committee meeting and asked the question on Mr Kershaw's behalf.

I was more than astonished to find no mention of the Rose Garden café in the latest set of accounts <http://democracy.sheffield.gov.uk/documents/s58386/Graves%20Park%20Accounts%202022%20-%20Draft%202.pdf> submitted for Graves Park by SCC as sole corporate trustee of the park and to that end I'd like to table the following questions for the meeting next week.

1. Why is there no mention in either financial activity (income or expenditure) or actual work (maintenance or repairs) to the Rose Garden Cafe building in the latest set of accounts submitted to the Charity Commission by SCC as sole corporate trustee of Graves Park
2. The Council appears to regard the building as 'invisible' in these accounts and it's duties and responsibilities to and for the building are omitted from any reference in the report
3. Given 1 & 2 above, does the council accept that the Graves Park accounts and the Report of the Trustee are misleading and erroneous in this regard?
4. Given that this is a 100 year old building should a reference to the Council's role as trustee in relation to the Rose Garden Cafe be included in the accounts since the Animal Farm and other buildings is mentioned?
5. Will the accounts and the annual report of SCC as sole corporate trustee of Graves park now be amended to include it's duties and responsibilities to and for this building be included in the accounts and it's annual trustees report?

The Chair thanked the questioner for attending and explained that the Café was run by a third party operator. Only income from rent was included in the accounts shown on p247 of the agenda pack. The cost of running the park was funded by Sheffield City Council. Annual revenue expenditure was generally greater than income and any variance was borne by the Council by way of a grant to the charity. The period covered by the accounts was 1/04/2021 – 31/03/2022. The building was closed in July 2022 so outside of the accounting period. There was however a post balance sheet event note on p251 of the agenda pack to acknowledge the situation and net book

value of the café building.

Income from the Rose Garden Cafe was shown in the accounts; included in charitable activities. Expenditure on maintenance was not included in the report as to date this had been funded through the Facilities Management budget (as with the majority of buildings managed within Parks).

Question from Andy Kershaw

1. What is the sources of the items (p247 public agenda pack) entitled Rents 153,068 109,377

The Chair explained that income from rents shown in the Graves Park Accounts is from:

- Ice Cream Partnership
- Rose Garden Café
- Sheffield Inclusion Centre
- Rides
- Events (Fair ground and race for life)
- Service Tenancies
- The Old School House.

The increase in income from 20/21 to 21/22 was largely due to rides and events after activities resumed post Covid.

Question from the Friends of Hillsborough Park

1. Why is the £420,000 of capital expenditure on paths in Hillsborough Park not included in the accounts?
2. Is £33,500 the total Tramlines fee and if not why does it not show in the Charitable accounts?
3. On what basis are some costs and expenses excluded from the charitable accounts and is this acceptable practice for a registered charity?

The Chair answered each question as follows;

1. The capital expenditure on Hillsborough Paths totalled £436,131. Of this, £1,675 was incurred in 21/22 and was included in the restricted balance of £69,807 in the Statement of financial activities – Income and Endowments from Donations and legacies. The remaining £434,456 spend was incurred in 2022/23 and would therefore appear in the next year's accounts.
2. The amount of £33,500 was the 2021/22 site fee (rent), for the tramlines event. The income remained with the charity site to fund additional improvement work on footpaths and drainage.
3. The accounts had been prepared in accordance with the requirements of the Statement of Recommended Practice, 'Accounting and Reporting by Charities' which provides that the statement of financial activities should include all income, gains,

expenditure and losses recognised for the reporting period (2021/22).

6. PARKS TENNIS PROCUREMENT AND HILLSBOROUGH ACTIVITY HUB

- 6.1 The Director of Parks, Leisure and Libraries submitted a report to the committee to report back with recommendations on the contract award following the conclusion of the procurement for a preferred provider to manage Sheffield's parks tennis programme, which in addition to the existing tennis court management includes the addition of an Activity Hub to the model, to provide additional financial security to the programme and further increase health and wellbeing outcomes.

The report sought approval for any associated disposals of land which may be necessary, and for officers to be authorised to obtain any consents or approvals required and to be further authorised to publish any notices required under the Local Government Act 1972 and the Charities Act 2011.

Approval was also requested for the proposed City Council funding contribution of up to £180,000 (of prudential borrowing) towards the development of the Activity Hub at Hillsborough Park; and the allocation of Section 106 funds of up to £183,000 for the development of the multi-use games facilities at Hillsborough Park, as described in the report.

Discussion took place around the following areas;

- The designs contained in the proposal and whether these were final.
- The scope of the original consultation and involving the Youth Engagement Team prior to the decision being taken
- How Cycling4all would be impacted by the changes
- Any risks to the funding should the decision be delayed

The Chair proposed that the Parks Tennis Procurement and Hillsborough Activity Hub report be deferred to a later meeting in order to give further consideration to these issues.

- 6.2 **RESOLVED:** That the Charity Trustee Sub-Committee:-

Agrees to defer the report to a later meeting to allow further work to be carried out, including further briefings for committee members on the exempt appendices to the report.

NOTE: The result of the vote on the resolution was FOR - 4 Members; AGAINST - 0 Members; ABSTENTIONS – 1 Member.

- 6.3 **Reasons for Decision**

- 6.3.1 To allow further work to be carried out, including additional briefings with

committee members.

6.4 Alternatives Considered and Rejected

6.4.1 Not applicable

7. CHARITY ACCOUNTS

7.1 The committee considered a report of the Director of Finance and Commercial Services to present the 2021/22 Sheffield City Council Charity Accounts, to communicate any relevant matters arising from the external auditors' independent examination, and to conclude the examination, by requesting that Trustee approval is given by signing the Letter of Management Representations, the Statement of Accounts and the Annual Trustees Report.

7.2 **RESOLVED UNANIMOUSLY:** That the Charity Trustees Sub-Committee:-

- notes the 2021/22 Sheffield City Council Charity Accounts and outcome of the external auditor's independent examination undertaken by Rogers Spencer Ltd Chartered Accountants.
- approves the 2021/22 Charity Accounts and authorises the Chair of the Charity Trustees Sub-Committee to sign the Statement of Accounts, Trustee Report and Letter of Management Representations to conclude the external auditor's independent examination subject to their being updated to bear the name of Cllr Dale to replace Cllr Rooney as member of the committee.

7.3 Reasons for Decision

The Trustees of the Charity Accounts included in this report are required to approve the financial statements in order to provide audit assurance that their obligations as trustees to the charities have been met and subsequently conclude the external audit independent examination process, allowing for publication of the annual returns with the Charity Commission.

7.4 Alternatives Considered and Rejected

No further options have been considered but rejected in the course of developing this report.



Report to Policy Committee -

Author/Lead Officer of Report: Jo Pearce – Service Manager

Email: jo.pearce@sheffield.gov.uk

Report of: Lisa Firth, Director of Parks, Leisure and Libraries
Report to: Charity Trustee Sub Committee Policy Committee
Date of Decision: 5 June 2023 (deferred from 21 March 2023)
Subject: Sheffield Parks Tennis Procurement

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? <i>(Insert reference number)</i>				
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:-				
Exemption applies to the following appendices;				
Appendix 3 - Courtside Design CAD visuals - CLOSED				
Appendix 4 – Financial Summary – CLOSED				
Appendix 8 – Proposed Lease Terms – CLOSED				
Appendix 10 - QSR Report - CLOSED				
Appendix 11 – Confidential Legal Report – CLOSED				

Purpose of Report:

To report back with recommendations on the contract award following the conclusion of the procurement for a preferred provider to manage Sheffield's parks tennis programme, which in addition to the existing tennis court management includes the addition of an Activity Hub to the model, to provide additional financial security to the programme and further increase health and wellbeing outcomes.

To gain approval for any associated disposals of land which may be necessary, and for officers to be authorised to obtain any consents or approvals required and to be further authorised to publish any notices required under the Local Government Act 1972 and the Charities Act 2011;

To gain approval for the proposed City Council funding contribution of up to £180,000 (of prudential borrowing) towards the development of the Activity Hub at Hillsborough Park; and the allocation of Section 106 funds of up to £183,000 for the development of the multi-use games facilities at Hillsborough Park, as described in the report.

Recommendations:

The Charity Trustee Sub Committee Policy Committee is recommended to:

1. Note and endorse the contents of the report
2. Approve the award of the contract to the preferred supplier
3. Approve the use of the Prudential Borrowing and Section 106 money to support the project.
4. To authorise the giving of notices under the Local Government Act 1972 and the Charities Act 2011 prior to the disposal of any of the properties required for the delivery of the project
5. Subject to the outcome of recommendation 4, to approve the grant of leases of the properties referred to in the body of the report to the preferred supplier on the terms set out in the Appendices to this report after consideration of the contents of the Qualified Surveyor's Report and satisfying itself that the proposed terms are the best that can be reasonably obtained in the circumstances.

Background Papers:

Parks Tennis Procurement: [Sheffield City Council - Decision - Parks Tennis Procurement](#)

Appendix 1 – Operating Specification
Appendix 2 - Performance Specification
Appendix 3 - Courtside Design CAD visuals - **CLOSED**
Appendix 4 – Financial Summary - **CLOSED**
Appendix 5 – Sheffield Company Parent Guarantee
Appendix 6 – Grant Funding Agreement Terms
Appendix 7 – Draft Lease Agreement
Appendix 8 – Proposed Lease Terms – **CLOSED**
Appendix 9 – Consultation Insight
Appendix 10 - QSR Report - **CLOSED**
Appendix 11 – Confidential Legal Report – **CLOSED**
Appendix 12 – Site Plans
Appendix 13 – Performance Insight

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.	<div>Finance: Kerry Darlow</div> <div>Legal: David Sellars</div> <div>Equalities & Consultation: Annemarie Johnston</div> <div>Climate: Jessica Ricks</div>
	<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:	Ajman Ali, Executive Director – Operational Services
3	Committee Chair consulted:	Cllr Brian Lodge, Chair of the Charity Trustee Sub Policy Committee
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: Jo Pearce	Job Title: Service Manager, Business & Partnerships (Parks & Countryside Service)
	Date: 9 March 2023	

1. PROPOSAL

1.1 Background

A report was taken to the Cooperative Executive in April 2022. The purpose of the report was to gain approval to go out to tender for a Sheffield Parks Tennis provider to develop and manage a new Activity Hub at Hillsborough Park, manage the existing 6 Parks Tennis sites and manage 2 new Parks Tennis court sites when these are developed. The report outlined the key benefits of the project on the basis that the introduction of an Activity Hub at Hillsborough Park would provide a financially sustainable solution to the city-wide parks tennis programme and the enhancement of the existing parks tennis programme would lead to greater health outcomes for a wider audience.

The Co-operative Executive resolved to approve the proposed commissioning of a partner to further develop, manage and sustain the Parks Tennis Programme Hub and Spoke Model, and;

- Delegated authority to the Director of Culture and Environment, in consultation with the Director of Legal and Governance and the Director of Finance and Commercial Services, to approve the procurement strategy;
- Require the Director of Culture and Environment to undertake the procurement, and to report back, at the conclusion of the procurement, with recommendations on:
 - a. the award of the contract; and
 - b. any associated disposal of land which may be necessary, and any consents or approvals required; and the proposed City Council funding contribution of up to £180,000 (of prudential borrowing) towards the development of the Activity Hub at Hillsborough Park; and the allocation of Section 106 funds of up to £183,000 for the development of the facilities at Hillsborough Park, as described in the report.

1.2 Development and Tennis Proposals

As part of the procurement and tender process the Council has developed both an Operating and Performance specification for the Activity Hub build and spokes Tennis Concession arrangements these can be found in Appendix 1 and Appendix 2. The specifications were developed following significant consultation and ongoing stakeholder engagement.

The development is required to comply with all statutory and regulatory requirements, such as:

- Planning Permission
- Building Regulations
- Health and Safety
- Environmental and Sustainability considerations
- CDM 2015 including Designers Risk Assessment

1.2.1 The scope of the Activity Hub project is to deliver: *A high-quality multi sports activity hub focused around:*

- Development of the Multi Use Games Area (MUGA) and Tennis Courts
- A Catering/ Kiosk Opportunity
- Wider recreational facilities
- An accessible toilet for Park use.
- Ongoing maintenance, servicing and lifecycle requirements

Specific performance outputs highlighted were:

- One Resurfaced and redesigned multi-use games area (for football, basketball, tennis, netball and more) with low-spill LED lighting.
- Provide a minimum of three full-sized resurfaced and remarked tennis courts with low-spill LED lighting on 8m posts. Padel Tennis to be strongly considered.
- One new catering facility created with associated accessible toilets and kitchen subject to planning and building regulations permission which will need to be sought for this building.
- The delivery of wider and diverse activities

Rigorous and national standards for the site and development were set for:

- The Tennis Court upgrade
- Provision for wider activities including but not limited to football, basketball, netball and Padel tennis
- Provision for the accommodation on site including the Café, kitchen and stores, toilets and waste recycling requirements
- Fencing around the MUGA and required access provisions
- Low spill, efficient LED Lighting
- Sports benching
- Drainage and site Grounds Maintenance requirements
- Performance specification for the build including but not limited to thermal performance, a minimum 100-year lifespan and acoustic performance
- Upgrade to Park infrastructure including Tarmac footpaths

The bidder has proposed the following design at the hub see (closed) Appendix 3 Hillsborough CAD visuals, appended, the final design will be dependent on planning requirements.

The full Performance Specification can be found at Appendix 2.

1.2.2 Spokes Tennis and MUGA Operating Concession specification

The Operating Specification (see Appendix 1) provides the detail of the Council's requirements in the following areas:

1. Introduction
2. Activity Hub requirements
3. Building and External Development Performance Standards
4. Pricing Requirements including free to use MUGA
5. Programming Requirements
6. Bookings Policy and Booking Systems
7. Customer Service Requirements
8. Marketing and Promotion
9. Stakeholder Engagement
10. Maintenance Obligations
11. Staffing Requirements
12. Health and Safety
13. Major Incidents
14. Reporting Requirements & Contract Management

The Concession project scope includes:

- Make improvements to the tennis facilities
 - tennis court improvements on a minimum of three courts to The Lawn Tennis Association (LTA) and Sport England (SE) standards
 - introduction of efficient low spill LED lighting
 - Meet the LTA specification for community use
 - Work with other partners on the site to deliver pre-existing and new on-site events such as Tramlines and concerts etc.
 - Consider viability of introducing padel tennis in the Activity Hub
- Carry out a full upgrade and resurfacing to the multi-use games area
- Surfacing and lining appropriate for football, basketball, tennis, netball and other activities, designed within LTA, SE and Football Foundation (FF) guidelines. MUGA line marking to include a range of sports as per Sport England Guidance.
- Create accessible welfare facilities, to be suitable for the number of anticipated daily visitors based on the overall proposal. A minimum provision should include one accessible female and one accessible male toilet.
- Create accessible catering facilities providing a variety of food and beverage menu options, including special dietary choices, and to be able to accommodate the number of anticipated daily visitors. Both indoor and outdoor seating should be made available to customers.
- Create a hub of recreational activities which will cater to a range of audiences, with both a paid for and free to use offer.
- Ensure gate entry points to the multi-use games area and tennis courts are accessible for adapted bikes.

- Ensure the activity hub, connects coherently with the 'Pump Track facility' adjacent to the hub to facilitate access by Cycling for All users, pedestrians and cyclists.
- Ensure the activity hub enables the services and operations offered by Cycling for All, which currently provides their main service offer from the existing multi-use games area space.
- Cycle parking to be provided.
- Information/signage proposal to assist use and navigation of the park for members of the public.

1.2.3 Customer Pricing requirements

- The Operator is to comply with the Council's Pricing Policy Requirements detailing maximum pricing;

TENNIS AND MUGA	NON-CARD HOLDERS	PLUS CARD loyalty scheme (All players must have a Plus Card)
CASUAL COURT HIRE Per hour, per court (not per person) Adult Junior	 £6.00 £3.00	 £4.20 £2.10
COACHING Per hour, per person Adult Junior	 £5.00 £4.00	 £3.50 £2.80
Courts free at all times	Concord Park	
Courts free to use at specific times as determined by the Council	High Hazels Park Hollinsend Park Ecclesfield	
MUGA	Free to use at all times	

- All price increases shall be agreed in writing with the Council in advance of any price increases being implemented. The Council will retain absolute discretion on all prices.
- The Operator can offer a loyalty/membership, such as the Sheffield Plus Card scheme, as part of their pricing policy, however, pay and play prices must also be offered. The Provider can offer pricing promotions to encourage increased use at all periods of the day.

- The Operators Pricing Policy shall promote the principles of equality of access and sustainability while meeting the agreed participation targets and performance standards. Usage and attendance by all sections of the wider and local community shall be encouraged through the Provider's Pricing Policy to support delivery of the Council's strategic outcomes.

The Council has fully considered the requirements of the communities, stakeholders and the site when developing its high quality and sustainable specification for the Activity Hub and Sheffield wide Tennis provision.

The full operating specification can be found at Appendix 1

1.3 **Procurement**

As detailed and in accordance with the original report and Procurement Strategy a tender opportunity was placed on the Government's Find a Tender Service on 15 September 2022 seeking proposals under the Concession Contracts Regulations 2016 from prospective operators to manage Sheffield's parks tennis programme and develop the site of the Activity Hub at Hillsborough Park including the tennis provision currently there and within the footprint of the existing site.

In order to be a true concession contract under the Regulations there has to be a transfer of risk by the grantor of the concession, the operator in turn has to have the right to exploit the works or services and this shall always imply an operating risk of economic nature involving the possibility that it will not recoup the investments made and the costs incurred in operating those works or services. On the basis of the response and subsequent negotiation the award would constitute the formation of a Concession Contract under the regulations.

A number of parties expressed an initial interest in the tender and all but one of these potential bidders decided not to submit a bid. On this basis we have worked with the one potential bidder through the Negotiated procedure. The other interested parties ruled themselves out on the basis of being specialist in some but not all of the requirements.

Rigorous evaluation of the bid has been undertaken by an evaluation team represented across the Client area, Capital Delivery Service, Legal Services internal and external, Property Services, Commercial and Finance. Areas of the bid identified through evaluation and warranting further clarification and negotiation have been progressed through the designated process to satisfactory conclusions.

Following negotiations final proposals were received on 10 February 2023. Submissions throughout the Procurement process were evaluated on the basis of the most economically advantageous tender to the Council with the following evaluation criteria;

Quality: 40%
Price: 30%
Commercial Risk: 30%

The Commercial offer to the Council comprises contribution to the sinking fund, repayment the Council loan with Interest, a Concession payment to the Council and a Turnover Fee payable on turnover sums above a financial

Funding for the Capex element is covered utilising a combination of grants and loans from key supporting organisations such as, The Council, The Lawn Tennis Association, Sport England and others. The bidder is providing funding in its own right and in addition is underwriting any shortfall in Capex costs should this be the case; however, the build is currently on a fixed price model. The repayment of third-party loans is fully covered in the financial modelling. Further detail can be found in the financial summary at (closed) Appendix 4.

The contractual agreement comprises the Concession agreement, the Lease agreements that are required, a Grant Funding agreement and the Council's Loan agreement all of which cover the Councils legal and commercial position and requirements.

The documents supporting the arrangements can be found in Appendices 6-8

At the time of writing the supporting legal documents were not in final draft stage, a number of minor drafting changes are required to the Concession terms following the final negotiation round.

The Lease can only be fully drafted following a successful Planning application and the correct application of Charity Law to four affected disposals – see Property section. See draft lease at Appendix 7.

The Loan agreement is in basic form at the present time detailing the term for the Loan and interest rates, the agreement still requires drafting, but the amount, interest and repayment schedule has been accepted by the operator.

Given the investment requirement and the grant and loan funding conditions of the third parties and the Council and taking all this into account has therefore informed the contract length which is recommended to be up to 25 years. To cover costs and make the repayments, a minimum guaranteed term is agreed in principal by the parties as being 15 years with a 24-month notice period. This information is also a requirement for the justification under Concession Contracts Regulations of agreements in excess of 5-year duration.

2. HOW DOES THIS DECISION CONTRIBUTE ?

2.1 Investment in the parks tennis programme will improve financial viability and long-term sustainability of the services provided across our parks.

This proposal aligns with the One Year Plan; Communities and Neighbourhoods theme:

Every community in Sheffield should be a great place to live, with excellent local services, access to high quality green spaces, and a great local centre; where everyone has a home they are proud of, that suits their needs, and that supports

their health; where everyone feels safe and is able to live without fear of prejudice or discrimination; where people get along and everyone can play a full part in the life of their local area, and have an expectation of health, wellbeing and happiness.

This proposal will support Parks and Countryside's aspiration for Hillsborough Park to achieve Green Flag status and will further strengthen the quality and offer for local people and other visitors.

This proposal will contribute to a reduction in health inequalities and support wider public health outcomes. Enhancement of sport and recreational facilities that appeal to a wider range of people, including women and girls. This safe and accessible facility will provide an on-site presence that will enable and facilitate a variety of use and targeted users.

This proposal will contribute to the Sheffield Sport and Leisure Strategy which is currently in development, and city wide consultation (see 3.3) has highlighted the importance of improvements to multi-use recreational spaces in the outdoors.

3. HAS THERE BEEN ANY CONSULTATION?

3.1 Local Consultation - in relation to the Activity Hub at Hillsborough Park

Consultation regarding this project and the wider development of Hillsborough Park began with stakeholders around February 2021. Further Consultation was carried out between April and September 2021 and included both an online survey and a virtual stakeholder session which has resulted in a rich seam of information to support the development of a Forward Plan for Hillsborough Park and underpin an application for Green Flag status during 2022.

The Forward Plan online consultation had 412 responses and identified key themes and local priorities for investment across the site, several of which are relevant to this project. Interestingly 42% of respondents didn't know about the quality of the tennis courts which suggests that in their current state they are not heavily used. Of those that said they were poor or very poor they also commented that the 'tennis courts need improvement', 'better lights on the tennis courts', 'the tennis courts need updating as the floor is very worn' and the 'tennis courts need tidying up.' Similarly 41% of respondents were not able to comment on the quality of the MUGA provision and 17% felt that it was 'poor' or 'very poor' with mention of the dangerous surface. When questioned about improving the tennis and MUGA facilities in the Park respondents ranked this project in 5th position and the opportunity to try out new sports such as padel tennis, pétanque and adventure golf in 6th position.

The projects identified as higher priority: 1) toilet provision in the Park, 2) a Changing Spaces toilet, 3) a Park Shelter and 4) improved run routes, with the exception of the Park Shelter, these other projects have either been delivered or in the process of being delivered, which brings the need for recreational improvements and associated activities close to the top of the list.

Specific consultation related to the development of the Activity Hub was carried out in 2022, see Appendix 9 for further detail. The consultation was carried out over Sheffield City Councils online engagement platform, Citizenspace, and 607 people responded. There was significant support to the proposed changes with approximately 4:1 in favour of the proposal, as well as resistance to some of the elements, a key concern for some related to the reduction in size of the multi-use games area.

The feedback gained through both consultations as well as insight from partners such as Sport England, Basketball England and the Football Foundation around design principles, was used in the development of the performance and operating specifications. Included within the specification was the need for;

- Continued free use of the multi-use games area
- Improvements to the recreational facilities
- Welfare and catering facilities
- Facilities which are complementary to other activities/events in the park
- A space which is designed in a way which could accommodate multiple users and activities and attract target audiences who are often discouraged by traditional multi-use games activities and spaces i.e. Make Space for Girls

We continue to have conversations with key stakeholders in the park including Cycling for All, local Members, the Friends of Group, Age UK, other license holders and event organisers as the project progresses.

There are two stakeholders that are directly impacted by this proposal at an operational level; Cycling for All and Tramlines. Recent discussions with these two key organisations have focused on ensuring that their needs are accommodated within the re-design of the proposed activity hub space. Discussions have been constructive, and we continue to work together with all stakeholders as this project develops and would continue to do so in advance of any planning applications.

3.2

Local Consultation – in relation to the 8 spoke sites

Specific consultation has been undertaken at the two sites that are currently being improved for the re-provision of tennis at Hollinsend Park and Ecclesfield Park. At Ecclesfield Park there was a full 'improvements and priorities' survey for the site which received 274 responses, with 204 respondents wishing to see tennis courts re-provision and MUGA improvements.

At Hollinsend Park, full consultation was undertaken when the site master plan was developed in 2008, this showed the refurbishment of the tennis courts as a key priority. The Friends group have been fully engaged with the delivery of the current refurbishment project, and site notices have informed local communities including progress updates (in this instance funding was specific to the goal of tennis court renewal).

For all the outdoor tennis courts sites that form part of this key site stakeholders have been informed about the proposed changes to the tennis management arrangements. The impact of the proposed changes for these 'spokes' is considered to be positive as the arrangement will strengthen the coaching opportunities at these

sites, and the sinking fund component will provide funding over the time period of the contract for infrastructure renewal investment.

3.3 Sheffield Sport and Leisure Strategy Consultation

A consultation was carried out by Sheffield Council in 2022 to better understand how our sport and leisure assets and services can be re-shaped to help deliver the outcomes in the Move More Plan and the City's wider strategic priorities. We know for example, that many of our sport and leisure facilities require investment and modernisation to better meet the needs of our communities and that it is easier to be active in some communities in Sheffield than in others.

We want to address this inequality and ensure our indoor and outdoor facilities are modern, welcoming and inclusive and that our services create opportunities and encourage more people to be more active, more often in an equitable way.

The key points from the consultation with relevance to the parks tennis programme include;

- appetite for investment in facilities and services which support the delivery of sport and physical activity
- desire for additional investment in outdoor activity spaces which provide opportunities for low-cost activities on the doorstep
- recognition that indoor and outdoor spaces should be places that people want to visit for multiple reasons. Investment should support the development of facilities as activity hubs by creating spaces which are multi-purpose destinations in their own right
- the notable shifts in participation patterns observed during the Covid-19 pandemic and people's appetite for exercising in the outdoors
- Small scale investment which would reinstate derelict or disused facilities would be welcomed

3.4 Better Parks Consultation

In 2018 the Parks and Countryside Service carried out an online citizen space consultation, framed around the Better Parks initiative. The key themes that came through this consultation, which confirmed previous research highlighted within the Outdoor City Strategy, were the need for toilets and café facilities to really enhance and support people to access and enjoy our Parks, Woodlands and Green Spaces.

This consultation has driven the approach taken for the Better Parks initiative, meaning that we continue to look for opportunities to create or enhance these types of facilities, whilst in a financially sustainable way, in partnership with others. For the Activity Hub at Hillsborough, we can see that the tennis courts and multi-use games area alone, won't create that hub of provision required, whereas with the introduction of toilets and other welfare facilities, this will make the opportunity more appealing and accessible to a range of audiences.

4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

4.1 Equality Implications

Hillsborough, Hollinsend and Ecclesfield where the most significant facility improvements will be seen, are all in the top 30% Indices of Multiple Deprivation across Sheffield with high levels of inactivity and obesity in children and adults.

This proposal will help to improve the health and wellbeing of groups within these areas who are experiencing poorer outcomes. The introduction of accessible welfare facilities will provide greater access for disabled people. The range of improved facilities alongside targeted community engagement programmes, will support a reduction in health inequalities with focus on key groups such as; women and girls, people on lower incomes, children and older people, disabled people and people from Black, Asian and minority ethnic backgrounds.

4.2 Financial and Commercial Implications

Sheffield City Councils direct financial contribution to the project includes:

- £183,000 of Section 106 funding
- Up to £180,000 funding from prudential borrowing

The preferred supplier will fund all remaining capital investment and generate a sufficient return to:

- Repay the prudential borrowing including interest
- Contribute to project lifecycle costs via a sinking fund
- Pay a revenue contribution to SCC, which will be allocated to, the Hillsborough Park business unit for the Hub and other parks business units for Parks Tennis in other locations. This income will be included in the parks charities accounts.

Any funding gap is to be covered by the operator and a Parent Company Guarantee will be completed for assurance, see Appendix 5.

The Activity Hub is also expected to increase the usage of the adjacent car park, which will generate a further revenue benefit to The Hillsborough Park Charitable Trust.

The loan term is 15 years and interest will be payable annually (5%). This will be covered by a separate loan agreement.

Financial due diligence including background checks on the financial health of the preferred supplier and detailed analysis of the robustness of capital and revenue budget assumptions, contained in the bid, has been undertaken to demonstrate that the proposal should meet the expectations detailed above. Further detail on the financial summary can be found at Appendix 4.

4.3 Legal Implications

The Local Government (Miscellaneous Provisions) Act 1976 permits the Council to provide such recreational facilities as it thinks fit which includes tennis courts and a wide variety of outdoor and indoor facilities and associated provision. The power is broad and sufficient for the purpose of this proposal.

However, if it were necessary the Council could use its ancillary powers under s111 Local Government Act 1972 or its 'General Power of Competence' under s.1 of Localism Act 2011.

The procurement must comply with domestic procurement law, including the relevant contracts regulations, and the Council's own standing orders and the Council must also ensure that the proposals are Subsidy Control compliant.

Each of the Public Contracts Regulations 2015 and the Concession Contracts Regulations 2016 would require the Council to treat providers equally and without discrimination, to act in a transparent and proportionate manner, and to prevent or eliminate conflicts of interest.

The sites that make up the Activity Hub at Hillsborough Park and the spoke sites across various city parks are a mixture of charitable and non-charitable land. In all cases the proposal is that the use and occupation of sites by the preferred supplier will be regulated by way leasehold interests for up to 25 years. The lease term was addressed as part of the procurement strategy, taking into consideration the minimum term required for the relevant funder (i.e. The Lawn Tennis Association) whilst also ensuring a sufficient length of term for the partner to secure its required return on investment.

In the case of the non-charitable land the disposal of the land will be pursuant to the best consideration requirements of section 123 of the Local Government Act 1972.

In respect of the land that is held on charitable trusts the Council as charity trustee must comply with the restrictions on any disposition contained in the relevant provisions of the Charities Act 2011. These contain a general obligation to achieve the best price that can be reasonably obtained on any disposal but also contains a number of specific obligations as detailed below.

Section 120 of the Charities Act 2011 contains an obligation on the trustee to obtain and consider advice from a person having the requisite ability and practical experience to provide them with competent advice on the proposed disposition who is instructed by the charity trustee and acting exclusively for the Charity. A report compliant with the requirements of section 120 has been obtained in respect of each charitable site and is attached to this report at Appendix 10.

Where the land is held for specific charitable purposes (designated land) and the proposed lease as in the case will be for a term in excess of two years under s121 of the Charities Act 2011 the lease cannot be entered into until public notice has been given of the proposed letting inviting representations to the trustees within one month of notice being given and those representations have been considered.

In the event that the trust in question does not contain an express power allowing the charity trustee to dispose of the whole or any part of the land held on trust for the objects of the Charity the Council proposes to rely on the power of sale contained in section 6 of the Trusts of Land and Appointment of Trustees Act 1996. This provides for the sale of land where the extent of the disposal is so small that it will have no impact on the charity's ability to further its objects. As in relative terms the disposals are only for a short period of time, will not provide any security of tenure for the

tenant and are consistent with previous uses of the premises it is considered that the trustees can rely on the statutory powers referred to above where necessary and will not need to seek any consents from the Charity Commission. Should it transpire that this is not the case then the necessary approvals will be sought.

All the sites to be leased are designated as Open Space. Therefore, before any proposed disposal takes place the Council is required to give notice pursuant to section 123 (2a) of the Local Government Act 1972. The notices will be advertised giving details of the proposed disposal together with access to a plan in a local newspaper for two consecutive weeks. In addition the notices will be made available on the Council website.

In addition in some cases the Council's freehold title has been dedicated as a Fields in Trust Centenary Field. The Council will need to satisfy Fields in Trust that the granting of the leases are consistent with the FIT charitable objectives. It is considered that the continuation of the current uses primarily delivering affordable tennis is consistent with FIT charitable objectives.

Additional legal advice is set out in the closed Appendix 11 to this report.

4.4 Property Implications

The project involves disposing of property by way of 25-year leases at the following locations – see Appendix 12 for plans for each site:

1 Hillsborough Park (this will be the Hub and comprise of the site of the existing MUGA/tennis courts which it is proposed to redevelop to provide new facilities)

The 'spokes' are tennis courts and ancillary facilities currently at and any new site identified during the term:

- 2 Ecclesfield Park
- 3 Concord Park
- 4 High Hazels Park
- 5 Graves Park
- 6 Millhouses Park
- 7 Bingham Park
- 8 Weston Park
- 9 Hollinsend Park

Of the above, the parks at Hillsborough, High Hazels, Graves and Weston comprise Charitable land held on Trust.

The sites that lie within Charitable Parks will need to follow the legal requirements governing the disposal of Charity land. (See legal implications section in this report) The Council, as charity trustee of those sites, must comply with the restrictions on any disposition contained in the relevant provisions of the Charities Act 2011. These contain a general obligation to achieve the best price that can be reasonably obtained on any disposal but also contains a number of specific obligations as detailed below.

Section 120 of the Charities Act 2011 contains an obligation on the trustee to obtain and consider advice from a person having the requisite ability and practical experience to provide them with competent advice on the proposed disposition who is instructed by the charity trustee and acting exclusively for the Charity. A report containing this advice is attached in the closed Appendix 10

The basis of disposal in each case will be by way of a 25 year lease on the terms set out in the closed Appendix 8 with the draft lease at Appendix 7

5. ALTERNATIVE OPTIONS CONSIDERED

5.1 Do nothing

Parks and Countryside's have reviewed the option of continuing as is, with the existing parks tennis programme model exclusive of an Activity Hub. It has been concluded that continuing in this way, now with the added pressures that the Council is facing as a result of the pandemic, would make the model financially challenging for the future. It would also mean the loss of the opportunity to improve the sports and recreational facilities in this currently underused area of the Park. In addition the health and wellbeing gains that would be gained through the introduction of the hub and the improvement of the recreational and sports facilities would be reduced.

For the tennis sites that form part of the 'spokes' of this proposal, the do nothing option would put the future viability and quality of these facilities at risk, as the current model does not adequately account for the financing of future infrastructure renewal needs.

6. REASONS FOR RECOMMENDATIONS

Continued management of Sheffield's parks tennis programme, alongside a sustainable business model, providing appropriate opportunities to generate income, provides financial security to parks tennis programme into the future. Without this, the programme faces a financially challenging future.

Hillsborough Park is a site which lies within an area identified as within the top 30% IMD, and therefore the provision of quality sport and recreational facilities will have a real benefit to communities with identified health inequalities. It is designated as a 'City Park' which reflects the fact that residents travel to the park from across the city and further afield; and hence the benefits will also have city wide reach.

The deteriorating conditions of the existing tennis and multi-use games area provision are not 'city' standard. Improvements to these recreational facilities will support the parks Green Flag aspirations. The provision of an exciting and high-quality facility of this nature will raise the standard of the park, increase its attractiveness as a destination site and encourage and attract users of all ages and abilities from various communities to engage in sport and physical activities.

Data and evaluation will form an important component of this project to capture benefits, outputs and outcomes particularly focused around a reduction in health inequalities. See Appendix 13 for the latest performance insight.

The social return on investment of the current parks tennis programme was recently valued by Sheffield Hallam University at over £191,000, this includes;

- £51,000 Health Outcomes
- £95,000 personal wellbeing
- £45,000 community development

We would expect this value and therefore benefits gained, to increase considerably with the introduction of the Activity Hub at Hillsborough Park and additional courts at Hollinsend and Ecclesfield Parks.

The council recognises that leisure provision both indoors and outdoors is critical post pandemic, with many people requiring rehabilitation after suffering long-COVID, or diminished mental health caused by lockdown.

The health and wellbeing of residents is a priority, and it is clear the services delivered by facilities such as this play a vital role both now and in the future. It is therefore critical that long term sustainable plans are put in place to maintain and grow these facilities.

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APPENDIX 1

SHEFFIELD CITY COUNCIL



Specification:

PARKS TENNIS

Hillsborough Activity Hub (including management of Tennis on other sites)

Parks and Countryside – September 2022

Version: 2_02

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1. INTRODUCTION

This Specification document sets out the objectives and operational requirements that the Provider shall meet in the delivery of the Concession during the Contract Period. It details the requirements that the Provider shall meet for the ongoing operation of the Facilities, associated buildings, grounds, and any other leisure amenities as specified within this Specification throughout the Contract Period. Please refer to the Performance Specification **PC06503-CDS-XX-XX-SP-A-00601-V1_03** for details of the requirements for the design and construction of any development.

The structure of this Specification relates to how the Performance Standards will be assessed as part of a quarterly contract monitoring process.

The Specification provides the detail of the Council's requirements in the following areas:

1. Introduction
2. Activity Hub requirements
3. Building and External Development Performance Standards
4. Pricing Requirements
5. Programming Requirements
6. Bookings Policy and Booking Systems
7. Customer Service Requirements
8. Marketing and Promotion
9. Stakeholder Engagement
10. Maintenance Obligations
11. Staffing Requirements
12. Health and Safety
13. Major Incidents
14. Reporting Requirements & Contract Management

The Provider shall comply with all requirements in this Specification. Compliance will be assessed based on response to specific questions and the associated submission. Please refer to **[Method Statements- Parks Tennis)**

(2) ACTIVITY HUB REQUIREMENTS

The provider is expected to develop, build, and manage a multi-activity hub on the existing multi-use games area and tennis courts site within Hillsborough Park – see Appendix 6a with site plan and DWG showing an area of 4730m² within the red line boundary.

The visual in Appendix 6b is an illustrative example of the types of activities a hub could contain and potential layout for this.

Project Scope (refer to Performance Specification for details):

- Make improvements to the tennis facilities
 - tennis court improvements on (a minimum of existing) 3 courts
 - introduction of LED lighting
 - Refer to LTA specification for community use (accommodating use of site by Tramlines)
 - Consider viability of introducing padel tennis in the Activity Hub
- Carry out a full upgrade and resurfacing to the multi-use games area (refer to Performance Specification)
- Surfacing and lining appropriate for football, basketball, tennis, netball and other activities, designed within Lawn Tennis Association, Sport England and Football Foundation guidelines. MUGA (Multi-Use Games Area) line marking to include a range of sports (as per Sport England Guidance). Design and lining proposals will need to be presented following appointment to agree the detail with SCC.
- Create accessible welfare facilities, to be suitable for the number of anticipated daily visitors based on the overall proposal. A minimum provision should include one accessible female and one accessible male toilet.
- Create accessible catering facilities, to be suitable for the number of anticipated daily visitors based on the overall proposal. A minimum provision should include a kiosk and outdoor seating area.
- Create a hub of recreational activities which will cater to a range of audiences, with both a paid for and free to use offer – see programming requirements in (5) for further detail.
- The partner would be expected to work with SCC, Tramlines and other events (as required by SCC) but to minimise the disruption to the Hub Operations. It is likely that this would be a 3 day shut down of the facility over the event weekend and a set up/down period of approximately two weeks. Initial

discussions with Tramlines have indicated that access requirements would require removal of a section of the MUGA fencing. However SCC is invested in minimising the disruption to the Hub so would work with both partners to reach a satisfactory agreement.

- Ensure gate entry points to the multi-use games area and tennis courts are accessible for disability bikes.
- Ensure the activity hub, connects coherently with the 'Pump Track facility' adjacent to the hub to facilitate access by Cycling for All users, pedestrians and cyclists.
- Ensure the activity hub enables the continues to enable the services and operations offered by Cycling for All, which currently provides their main service offer from the existing multi-use games area space. It is understood that the activity hub development will impact on Cycling for All's current operations and this will need to be negotiated and agreed between all parties.
- Cycle parking to be provided based on the proposed operating model.
- Information/signage proposal to assist use and navigation of the park for members of the public.
- Court access – proposal required for the control and locking of the courts. Minimum requirement for an online booking system with manually operated digital lock.

Operations – proposals to include the following

- Efficient energy and water management measures should be in place and correctly used – appropriate staff training should be provided.
- Waste management processes should be in place with a view to reducing overall amount of waste and maximising recycling opportunities including cardboard, glass, plastics, metals, food and green waste. Proposals should identify location of waste and recycling bins and compound design if relevant. Consideration could be given to composting of food waste, and donation of surplus food.
- Catering equipment should be energy efficient. The use of heat recovery systems could be considered on grills.
- Consumables such as takeaway cutlery, crockery etc should be made of recycled material and be recyclable/compostable.
- Single use plastics should be minimised.

Food and Drink - proposals to include the following

- Meat free, dairy free and gluten free options should be offered at the catering outlet.
- Seasonal and local food supplies should be prioritised to minimise 'food miles'.
- Single use packaging on products should be avoided, and use of customers own reusable cups encouraged.

Communications and Engagement

- Information about any low carbon measures in the design and construction should be provided e.g. signage.
- Information about other operational measures taken should be provided e.g. sourcing of food, how to correctly segregate waste, what kind of plants are on site etc.
- Operator should be encouraged to support local initiatives and campaigns around climate action.

(3) BUILDING AND EXTERNAL DEVELOPMENT PERFORMANCE STANDARDS

The development will be required to comply with all statutory and regulatory requirements, such as:

- Planning Permission
- Building Regulations
- CDM 2015

In addition, it is a requirement to complete a Sheffield City Council, Climate Impact Assessment - Refer to 2.0 of the Performance Specification.

Reporting Requirements

- The Provider will be expected to work collaboratively with Sheffield City Council Officers through the design and delivery stages.
- The Provider will be expected to provide the following as a minimum:
 - RIBA Design Reports – to be presented at each stage (1-4) demonstrating the design development process and ongoing compliance with the Specification
 - Designer Risk Assessments and strategy for ongoing maintenance and servicing of the facility (refer to 1.4.3 of Performance Specification)
 - Planning Conditions Tracker
 - Building Regulations Tracker
 - Pre-construction information
 - Construction Phase Plan
 - Health & Safety File
 - Operations and Maintenance file
- The Provider will be expected to facilitate site access to Sheffield City Council Officers through the construction phase to check compliance from a Clerk of Works and Health and Safety perspective (particularly in relation to delivering a construction project within a public open space) and also from a service delivery perspective to monitor building quality and maintenance standards.

(4) PRICING REQUIREMENTS

- The Provider shall comply with the Council's Pricing Policy Requirements as set out in Appendix 6g to the ITT. Prices are permitted to be revised annually in accordance with RPI base rate.
- All price increases shall be agreed in writing with the Council in advance of any price increases being implemented. The Council retains absolute discretion on all prices.
- The Provider may offer a loyalty/membership scheme as part of their pricing policy, however, pay and play prices must also be offered. The Provider may offer pricing promotions to encourage increased use at all periods of the day.
- The Provider's Pricing Policy shall promote the principles of equality of access and sustainability while meeting the agreed participation targets and performance standards set out in Appendix 6f 'Concessionary Pricing'. Usage and attendance by all sections of the wider and local community shall be encouraged through the Provider's Pricing Policy to support delivery of the Council's strategic outcomes.

Submission & Reporting Requirements

- The Provider shall submit a revised Pricing Policy annually by the anniversary of the service commencement date and each subsequent year following the first Contract Year for the remainder of the Contract term.
- The Provider must honour the provider's discount schemes, Sheffield Saver Plus Card and Sheffield Lifecard Plus reduction schemes at all sites [Discount Leisure Activities \(sheffield.gov.uk\)](https://www.sheffield.gov.uk/leisure-activities)
- Information is detailed in Appendix 6f Concessionary Pricing.
- No charges shall be collected by the Provider in respect of services extending beyond the Contract Period other than those authorised by the Council Representative during the last year of the Contract Period.
- The Provider must ensure that all current fees and charges are displayed prominently on all literature, as appropriate within the facilities and on the Internet.

Reporting Requirements

Following the first Contract Year, the Provider shall detail their Pricing Strategy as part of the Quarterly Performance Monitoring Report on an annual basis by the anniversary of the service commencement date and each subsequent year following the first contract year for the remainder of the contract term.

(5) PROGRAMMING REQUIREMENTS

The Provider must develop a Programme of Use that takes into account the following requirements:

- The need to offer a wide-ranging and diverse programme of activities targeted at encouraging greater levels of community participation across all relevant local social and cultural groups and for those groups where the greatest health gains can be made.
- The need to provide a free tennis offer in partnership with the LTA and a recreational competitive offer at each site, including local tennis leagues.
- Provision of a wide range of recreational opportunities
- An enhanced programme of outreach and engagement for the Activity Hub site at Hillsborough Park
- The provision of a free to use multi-use games facility that adheres to the Sport England design guidance and meets community needs
- A management philosophy that encourages participation by or engagement with all sections of the community
- A regular and planned review of the programme of activities, taking into account User and non-User research, changing Council/LTA priorities, other funder priorities and the LTA's National Promotional marketing campaigns
- Setting and reviewing programme objectives on at least an annual basis
- Having a promotional strategy in place that keeps users informed of the programme and any planned changes
- Making optimum use of all available resources and facilities
- Monitoring usage levels
- Contributing towards the Council's Outcomes.

The Provider shall encourage greater use by groups who have been traditionally under-represented, such as young people, people who are economically disadvantaged, people with disabilities, older people and minority ethnic groups.

The Provider shall develop a pathway to support young people from casual activity into coached and club sessions.

The Provider and the Council shall work together to ensure that the Programmes of Use reflects the changing needs of the users. The programmes should evolve with changing needs and aspirations of users and the Provider must therefore work to identify new opportunities and discuss these with the Council.

The Provider must ensure that free court hire is available at Concord Park at all times and that there is free court hire available time slots at all sites, with an enhanced and proportionate 'free' offer at sites within the areas of highest Indices of Multiple Deprivation (IMD) including; High Hazels, Hollinsend, Ecclesfield and Hillsborough.

Submission & Reporting Requirements

- The Provider shall submit proposed Programmes of Use to the Council by the anniversary of the service commencement date, for the Council's approval and for the Provider to implement in the following Contract Year. An approved Programme of Use may only be changed with the written agreement of the Council.
- The Provider must ensure that the facilities are bookable for 12 months of the year
- The Provider must deliver an enhanced programme of coaching and outreach at the Hub facility at Hillsborough Park
- The Provider shall deliver a Holiday Activity Programme and ensure that for each Holiday Activity Programme provided there will be places available for young people with children with additional needs, disabled young people, in accordance with the Equality Act 2010 requirements, and looked-after children.
- The Provider shall review the effectiveness of the Programmes of Use on a regular basis, but in any event as a minimum every 12 months using market information and through consultation with relevant users.
- The Provider shall ensure that the Programme of Use is complementary to other sports/leisure facilities that are funded by the Council and/or within close proximity to the facilities.

Reporting Requirements

The Provider shall maintain records of actual use of the Facilities and shall submit details of the outcome of programming reviews, activity usage, and of any failure to provide any of the specified activities or sessions as part of the Quarterly Performance Monitoring Report.

Provide data as required by the LTA to meet any LTA funding requirements or other external stakeholders/funding agencies investing capital or revenue.

A "Programmes of Use Progress Update" must be provided to the Council on a quarterly basis as part of the Quarterly Performance Monitoring Report and shall include the following information:

Court Bookings

- Total number of court hours booked per month for each venue
- Total number of court hours booked as a percentage of the total court hours available for each venue

Unique Participants

- Total number of unique participants per month for each venue
- Total number of unique participants across all venues

Tennis Programme

- Total number of tennis programme bookings per month for each venue
- Total number of unique mini tennis participants per month (up to 10 years) per month for each venue
- Total number of unique junior participants (11-18 year) per month for each venue
- Total number of unique adult participants (18+ years) per month for each venue

Outreach Programme

- Total number of unique participants per month attending sessions at community outreach sessions delivered outside of core venues i.e. schools

Programme Analysis

- Analysis of usage trends for the sites across the parks programme
- Overview of marketing of the programme and delivery of LTA initiatives
- Details of partnership work to develop the programme
- Development of workforce and the coaching team
- Challenges faced delivering the programme

Income and Expenditure

- Breakdown of court income taken from each site per month
- Breakdown of coaching income taken from each site per month
- Breakdown of income generated from other commercial activities linked to the programme
- Breakdown of total income per month

LTA Participation Tracker

In addition, the Provider will be required to provide data to comply with the requirements of the LTA Participation Tracker. This is currently quarterly with the measures outlined above. This may be subject to change and the LTA reserves the right to amend the measures as appropriate.

Sheffield Tennis Network Group

The Provider will be required to attend meetings of the Sheffield Tennis Steering Group and provide updates on the Parks Tennis Programme of Use. The group currently meets twice a year.

(6) BOOKINGS POLICY AND SYSTEM

The Provider shall ensure that there is a clear, high quality and online user-friendly booking system and service for all tennis activities which is accessible to all potential users.

This booking system will incorporate comprehensive terms and conditions for hire, advanced booking arrangements, cancellation and non-attendance policies, User information, effective administration systems, and operational information systems to record and effectively deliver all bookings.

The Council would also welcome the use of a 24/7 automated telephone booking system.

Court access arrangements

The courts (with the exception of Concord Park) must be locked at all times. The booking system should interface with the gate locking systems to allow users access to the courts and prohibit use by non-bookers/payers.

The provider will meet the conditions of any funding criteria applied to ensure funding can be received from the LTA sources for developments at Ecclesfield and Hollinsend Parks.

The provider will need to provide a booking system and related gate locking system.

The booking system must be able to capture the following participation information:

Court Bookings

- Total number of court hours booked per month for each venue
- Total number of court hours booked as a percentage of the total court hours available for each venue

Unique Participants

- Total number of unique participants per month for each venue
- Total number of unique participants across all venues

Tennis Programme

- Total number of tennis programme bookings per month for each venue
- Total number of unique mini tennis participants per month (up to 10 years) per month for each venue
- Total number of unique junior participants (11-18 year) per month for each venue
- Total number of unique adult participants (18+ years) per month for each venue

Outreach Programme

- Total number of unique participants per month attending sessions at community outreach sessions delivered outside of core venues i.e. schools

Programme Analysis

- Analysis of usage trends for the sites across the parks programme
- Overview of marketing of the programme and delivery of LTA initiatives
- Details of partnership work to develop the programme
- Development of workforce and the coaching team
- Challenges faced delivering the programme

Income and Expenditure

- Breakdown of court income taken from each site per month
- Breakdown of coaching income taken from each site per month
- Breakdown of income generated from other commercial activities linked to the programme
- Breakdown of total income per month

Performance Standards

- The Provider shall design, develop and implement a booking system within the one month of the Contract Commencement Date.
- As a minimum the Council requires that bookings can be made by phone between the hours of 9am and 5pm Monday to Sunday. Outside of these times an answer phone service must be available.
- The Provider shall ensure that the telephone booking system is appropriately staffed between the hours of 9am to 5pm Monday to Sunday. The provider may choose to install an automated telephone booking system rather than staffing a telephone line. However, if an automated system is not provided a voicemail message directing people to the internet booking system must be in place from 5pm to 9am.

An online booking system must also be available at all times.

The Provider shall comply with and shall provide details of its compliance with PCI DSS standards for credit and debit card payment handling.

Reporting Requirements

The Provider shall submit details of any unavailability and performance of the required booking system as part of the Quarterly Performance Monitoring Report.

(7) CUSTOMER SERVICE

The Provider shall ensure a high level of customer service so that all Users receive a high quality and memorable experience at the Facilities. The level of customer service shall be reflective of good industry practice and provide a level of customer service that will facilitate achievement of the Council's Outcomes.

The Provider shall support the Council with additional consultation relating to customer service from time to time.

Performance Standards

- The Provider shall provide and publicise a comprehensive customer service charter which meets or exceeds the standards in any/all of the Customer Charter of Sheffield City Council set out in Appendix 6e which provides that users are dealt with promptly, effectively and courteously at all times.
- The Provider shall ensure that all User complaints and comments are dealt with in accordance with the Council's Customer Charter and Complaints Process (Appendix 6e).
- The Provider shall operate and administer a comprehensive and effective User comments and feedback system, to encourage feedback and record verbal and written comments.
- The Provider shall always ensure a smart appearance by all staff, with appropriate uniform and name badges being worn.
- The Provider shall ensure that staffing levels are appropriate to meet the demands of the participation / usage patterns at the facilities to ensure high standards of customer service.
- The Provider shall provide training in customer service as part of its new staff induction and ongoing refresher training.
- The Provider shall keep notice and display boards updated at all times.
- The Provider shall ensure that information regarding the availability of courses, activities and events is available to the public on-line at all times.
- The Provider shall ensure that any out-of-order equipment is clearly labelled accordingly, and information provided as to the estimated timescale for repair and, if relevant, reopening.
- The Provider shall operate an effective system for dealing with lost and found property.

- The Provider shall ensure that a "Retention Strategy" is developed to encourage user loyalty and minimise attrition rates. The Retention Strategy shall offer awards and incentives for loyal or high usage members.
- The Provider shall ensure that details and records of all complaints, comments, forums and surveys are maintained including the date and time of each along with the response to the customer .See Appendix 6j for further details.

Reporting Requirements

The Provider shall carry out a detailed User Satisfaction Survey before the anniversary of the service commencement date and then every year thereafter. The format and content of the survey shall be agreed in advance with the Council and results reported fully to the Council within two weeks of receiving the survey findings together with a proposed improvement action plan for agreement by the Council.

The Provider shall ensure that an annual report detailing the outcomes of User feedback is submitted to the Council by the anniversary of the service commencement date and then each year thereafter.

The Provider shall ensure that a report detailing all complaints and remedial action taken is provided to the Council on a quarterly basis (the **"Customer Complaints and Feedback Summary"**). The Provider shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above are included within the Quarterly Performance Monitoring Report.

(8) MARKETING AND PUBLICITY

The Provider is responsible for all marketing and promotion of the tennis facilities and shall liaise with the Council's Contract Manager and Communications team before publishing any marketing or promotional material.

The Marketing Plan shall ensure that users and potential users are made aware (through a wide range of promotional channels) of the range of services being offered and are encouraged to use and re-use the services.

The Council reserves the right to make use of appropriate space within the facilities, free of charge, for promotional and publicity material as determined by the Council.

The Provider shall, from time to time, be expected to support sport and leisure activities being run by the Council either through cross-promotion or as a presence at an event.

The Provider may seek sponsorship for events and activities but shall obtain permission in writing from the Council's Representative in advance of any negotiations with the potential sponsors.

Performance Standards

The Provider shall update its Marketing Plan by the anniversary of the service commencement date and then each contract year following the first Contract Year.

The Provider shall ensure that the Marketing Plan covers the following key areas:

- Partnership strategy for working with the LTA and other stakeholders
- A communications strategy
- Branding & publicity
- Event promotion
- Delivery of participation targets and marketing for underrepresented groups
- Media opportunities
- The Provider shall not issue any statements to the media unless agreed and approved in advance by the Council.
- The Provider shall ensure that the Council's name and logo appears on all external signage, all promotional mediums including websites and published material including stationery relating to the Facilities.
- The Provider shall ensure that all marketing material is branded in accordance with the requirements of the Council.
- A Branding Strategy will be developed by the Provider in conjunction with the Council within 6 months of the Contract Commencement date.

- The Provider shall ensure that there is information available online which provides details of the opening hours of the Facilities, services, activities and prices. The Provider shall ensure that this information is up to date, accurate and clearly presented and easy to follow at all times.
- The Provider shall ensure that where appropriate this information is made available to appropriate local clubs and community organisations. The Provider shall co-operate in the distribution of various Council-sponsored promotional material, agreed with the Council's communications team.
- The Provider shall ensure that no publicity material or notices are produced or displayed in handwritten form.
- The Provider shall ensure that all standards laid down by the Advertising Standards Council and Trading Standards Board are adhered to at all times and that publicity conforms to all relevant Legislation, including the Equality Act 2010.
- The Provider shall ensure that no advertising/publicity material likely to cause offence to or mislead the public or cause embarrassment to the Council is used. The Council retains the absolute right to veto any advertising or promotional material, which is likely to breach this condition, and the Provider shall remove such material immediately. The Council accepts no responsibility for any loss incurred as a consequence of the removal of such material.
- The Provider shall ensure that all media work (including all filming) is approved in advance by the Council's media office. The Provider shall ensure that all necessary permissions are gained from individuals involved or, where minors are concerned, from their parents or guardians (especially where filming or photography is involved).
- The Provider shall market proposed Holiday Activity Programme schemes to users during the previous holiday programme. Consequently, the Provider shall submit to the Council for its approval the proposed scheme one month in advance of marketing.

Reporting Requirements

Any new media opportunities shall be reported as part of the Quarterly Performance Monitoring Report.

(9) STAKEHOLDER ENGAGEMENT

The Provider shall work closely with other park stakeholders to ensure the Activity Hub and wider parks tennis courts work together cohesively for the benefit of the park and its users. See Appendix 6c for further details of Park stakeholders.

Performance Standards

The provider will work with local park user and stakeholder groups as required including Friends of Groups across all sites

The provider shall meet requirements as outlined within the lease for the Activity Hub at Hillsborough Park in relation to the accommodation of partners within the facility, this may include but is not exhaustive;

- the provider will work with Cycling for All, providing free space at agreed times
- the provider will work with Age UK to provide a complementary programme of activity
- the provider will work with Tramlines Musical Festival organisers, ensuring the design fits with the requirements of the music festival
- the provider will work with partners associated with the pump track ensuring the Activity Hub design is coherent with the pump track
- the provider will work with Hillsborough Arena Sports Association
- the provider will work with other park license holders and stakeholders as required

Reporting Requirements

The provider must provide updates via quarterly performance meeting regarding stakeholder engagement

Any failure to comply with the community and stakeholder performance standards must be reported via the Quarterly Performance Monitoring Report.

(10) MAINTENANCE REQUIREMENTS

The Provider is responsible for all maintenance at all sites within this Contract with the exception of the Thorncliffe park site. It is a requirement that the courts are maintained and managed throughout the entire year.

The Provider shall carry out maintenance in such a way as to maintain a well presented and safe environment for all users, allowing for efficient and effective use of the facilities and promoting a positive image of the facilities at all times.

The Provider shall provide a safe, attractive, and stimulating environment for the citizens of Sheffield and beyond and to safeguard and enhance the natural environment at the facilities.

The Provider will be required to unlock and lock site gates for access and egress outside Park opening hours.

See Appendix 6d for a summary of the maintenance requirements and court condition, as of July 2022 .

Performance Standards

- The Provider shall use reasonable endeavours to ensure any maintenance work required on the Facilities is undertaken at times which will have minimal adverse effect on users (except where in the reasonable opinion of the Provider maintenance work on the Facilities is urgently required).
- The Provider shall ensure that the Users are informed as soon as practicable of any necessary work to the courts which in the reasonable opinion of the Provider needs to be carried out during the tennis season.
- The Provider is responsible for emptying the litter bins and must endeavour to keep the Facilities clean and litter-free at all times.
- The Provider shall be responsible for the maintenance and replacement of tennis nets.
- Personnel working on the maintenance of the Facilities shall be competent and suitably qualified.
- The Facilities must be maintained in line with maintenance requirements at all times unless otherwise agreed in advance with the Council. The requirements are as follows:

General

The Provider shall maintain the existing fences and gates in order to maintain the integrity of the perimeter security including all repairs as a result of vandalism / damage by a third party and Provider negligence.

The Provider is responsible for the maintenance, repair and replacement of all tennis nets.

The Provider is responsible for repair maintenance and replacement of gate locking mechanisms

The Provider shall be responsible for replacing stolen fencing and fencing that is vandalised beyond repair.

The Council shall be responsible for lifecycle replacement of the tennis courts in line with LTA requirements,

The Council shall be responsible for removing overhanging branches from all sites.

Weed Control

The Provider shall ensure that weeds are controlled throughout the year, by either cultural methods and/or herbicides. All pesticides must be approved by the Councils Parks Manager before use and a record of all chemical usage provided. Application need to be undertaken by staff trained with appropriate qualifications PA1/PA2 .

Slippery Surfaces

The Provider shall treat hard surfaces, with an appropriate herbicide/fungicide or other suitable material to ensure that at no time there is a formation of algae, moss etc. causing the surface to be slippery.

Snow and Ice

The Provider shall ensure:

- That when dealing with the removal of snow and ice by distributing de-icing salt over areas to maintain a safe surface that damage to grassed and planted areas shall not be caused;
- That surface water drainage channels, gully gratings and outlets are kept clear to prevent ponding, flooding and subsequent damage to roads on site, paths and planted areas following a thaw.

The Provider shall ensure that any specific hazards caused by inclement weather shall be made safe and reported to the Council's Contract Manager immediately.

Litter and Refuse

The Provider shall ensure that the Facilities are kept free of litter and refuse, and is responsible for emptying litter bins within the boundary of the Activity Hub.

Leaf and Blossom Fall

The Provider shall ensure the clearance and proper disposal of leaves, blossom, tree fruit and seeds from the areas contained within this Agreement.

Animal Fouling Clearance

The Provider shall ensure the removal of animal fouling from the site and shall take all reasonable steps to ensure that Sites remain free from dog excrement.

Reporting Requirements

The Provider shall submit an annual Grounds Maintenance Schedule before the anniversary of the service commencement date and each subsequent contract year following the first Contract Year.

The Provider shall submit details of any failure to maintain the required Performance Standards set out above as part of the Quarterly Performance Monitoring Report.

(11) STAFFING REQUIREMENTS

The Facilities must have sufficient and suitably qualified staff to provide the Services required by this ER and all relevant Legislation.

The Provider shall ensure compliance in respect of all persons employed or seeking employment with the provisions of all employment Legislation including equal opportunities, the EU Working Time Regulations and the national minimum wage.

The Provider shall be entirely responsible for the employment and conditions of service of its employees and shall implement a scheme for the continued assessment and development of staff. The Provider shall therefore ensure that, through individual staff training plans where applicable to each role staff undertake regular training (including refresher and advanced courses) to achieve qualifications relevant to their role. The Provider shall ensure that this is appraised annually.

Please see Appendix 6h Safeguarding Information Guide for further guidance.

Performance Standards

- The Provider must meet the Disclosure and Barring Scheme requirements as detailed in the Agreement for all staff including any third party club coaches.
- Staff employed or licensed or permitted to deliver coached activities and courses must be qualified to Level 2 as per LTA requirements.
- The Provider shall maintain detailed training records for all members of staff.
- The Provider must provide an update of the staffing structure for approval by the Council by December 31 each Contract Year following the first Contract Year.

Reporting Requirements

The provider must submit an organisational chart showing the staffing structure as part of the tender process. Any changes to the staffing structure following contract commencement must be detailed in the Quarterly Performance Monitoring Report.

Any failure to comply with the staffing performance standards must be reported via the Quarterly Performance Monitoring Report.

(12) HEALTH AND SAFETY

The Provider shall comply with all health and safety Legislation and shall produce, maintain and comply with a "Health and Safety Procedures Manual". This shall be available for inspection by the Council's Contract Manager or other authorised persons at any time.

The Council retains the absolute right to instruct the Provider to close any of the Facilities, immediately, in the interest of public safety.

- The Provider shall comply with all health and safety Legislation and, without prejudice to the generality of the foregoing, shall operate the facilities in line with the recommendations in the most recent edition of the HSE publication and relevant industry best practice.
- The Provider shall not exceed the maximum occupancy numbers recommended by Sport England for any activity area.
- The Contactor shall carry out annual risk assessments for the facility, which will be included in the Health and Safety Procedures Manual and available for the Council to review upon request. The Provider shall revise them as a minimum:
 - If there is an accident or incident where a change is required to prevent a recurrence;
 - If a new task (for staff) or activity (for members of the public) is introduced where a new risk assessment is required before commencement
 - Before and after a new item of equipment is purchased (excluding identical replacement items); or
 - If a change to the building or premises is planned where new / revised arrangements for its safe use will be needed.
- The Provider shall provide safe working procedures for all activities, equipment, cleaning and rigging undertaken by staff.
- The Provider shall ensure that all surface water and other liquid spillage within the facilities causing dangerous floor surfaces is dealt with on identification of the problem and signed appropriately.
- The Provider shall maintain a record of all training undertaken by staff with respect to health and safety training.
- The Provider shall include health and safety training in the new staff induction programme.

- The Provider shall repair any damaged health and safety notices within 24 hours and shall take action in the interim period to ensure staff are fully aware and take the necessary action to prevent any type of incident.
- The Provider shall ensure that all exits are cleared of rubbish and debris and checked daily for ease of exit.
- The Provider shall ensure that all staff are competent and adequately equipped to undertake all health and safety responsibilities relevant to their individual roles and duties. The Provider shall keep full records of all relevant training.
- The Provider shall notify all defects to the Facilities and equipment affecting the health and safety of employees, users and the Provider to the Council's Contract Manager within one Business Day of their occurrence, together with any action taken to repair, withdraw from use or replace the plant or equipment.
- The Provider shall permit access at all times to the Council's Contract Manager, any relevant corporate health and safety advisor, Licensing Officer, Environmental Health Officer, Fire Officer or officer of the Health and Safety Executive that has responsibility for matters concerned with health and safety for the purpose of inspecting plant and equipment.
- The Provider shall monitor safe occupancy levels bearing in mind the numbers and qualifications of staff on duty at the time and the nature of the activity taking place.
- The Provider shall ensure that in any case of snow and ice, such snow and ice will be cleared and the immediate entrance and public pathways leading to the facilities are sanded/gritted.
- The Provider shall ensure that all cleaning materials and equipment are appropriate for their required function and are used in accordance with the manufacturer's instructions, British Standards, and relevant Health and Safety Legislation, particularly COSHH.

The Provider shall maintain comprehensive records of:

- All accidents and incidents involving staff, members of the public and Providers
- Evacuations and incidents occurring at the facilities
- Records of reports made in accordance with Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
- The Provider shall ensure that any RIDDOR reportable incident is reported to the Council within an hour of its occurrence with a full incident and a copy of the RIDDOR report provided within 24 hours. The Provider shall ensure that these

records include details of any relevant actions taken/to be taken and shall be available to the Council at any time.

- The Provider shall ensure compliance with the conditions of the Fire and Electrical Certificates.
- The Provider shall enforce the Legislation relating to smoking in public places. The following hygiene and safety standards and rules must be maintained and enforced within the facility by the Provider as follows:
 - No person is allowed to enter the facility who:
 - is under the influence of alcohol or drugs
 - is considered to be a risk to themselves or others
 - No inappropriate footwear likely to cause damage to court surfaces is allowed
 - No animals or pets are allowed within the facilities with the exception of guide dogs for the blind.
 - No persons are permitted to partake in activity sports such as motorised vehicle sports within the facilities.

Emergency Contact Details

The provider must ensure that an emergency contact number is clearly displayed on court side at all sites. The emergency contact number must be staffed during all hours of operation in order to deal with any accidents/incidents on site.

Reporting Requirements

The Provider shall report details of any accidents, incidents and evacuations reportable under the RIDDOR regulations to the Council and any other required organisation (i.e. the Health and safety Executive (HSE)) within the time restraints prescribed by the regulations. The Provider shall ensure that records of accidents and actions taken are to be made available for inspection by the Council.

The Provider shall make a formal record of all inspections or visits made by Environmental Health Officers, the Health and Safety Executive and any other person or body who, in the proper execution of their duties requires or is entitled to access to the relevant facility. A copy of this record shall be supplied by the Provider to the Council within 48 hours of receipt.

(13) MAJOR INCIDENTS

The Provider shall ensure the Council is aware of all major incidents. A major incident includes major accidents or incidents such as fatalities, severe injury, assault on users, theft of property, problems relating to security including vandalism, major damage to plant or equipment, major plant failure, industrial action, closure or any other issue likely to be of interest or concern to the Council and users.

The objectives of this requirement are to:

- Reassure the public
- Ensure the Council is fully briefed on the incident
- Ensure that any critical action or provision identified as a result of the incident can be progressed by the appropriate party
- Minimise the likelihood of a repeat incident
- Enable the Council to respond competently to enquiries.

Performance Standards

- The Provider shall ensure that all major incidents at the Facilities are reported to the Council's Contract Manager by telephone at the earliest opportunity but no longer than an hour after the incident/accident occurred, followed by a full report by email or fax within 24 hours of the incident.
- The Provider shall ensure that records of all major incidents accidents and actions taken are made available for inspection by the Council.
- The Provider shall maintain an up to date log of all major incidents and severe injuries as defined by RIDDOR and their response to them.
- In the event of the Council or its insurers wishing to undertake an investigation, then the Provider shall fully comply with any reasonable requests for information of staff attendance at such an inquiry.

Reporting Requirements

The Provider shall ensure that within three days following any emergency, a full account of the actions taken and the implications for future training are provided by the Provider to the Council's Contract Manager.

The Provider shall provide a summary of all accidents and incidents occurring at the Facility as part of the quarterly Major Accidents and Incidents Report. The Provider shall ensure that a summary of this report and details of any failure to maintain the required Performance Standards set out above should be included as part of the Quarterly Performance Monitoring Report.

(14) PERFORMANCE REPORTING AND CONTRACT MANAGEMENT

The Provider is expected to self-monitor its performance, submitting a variety of performance reports and strategies as specified in this Services Specification.

Performance Standards

- The Provider shall appoint an overall Contract Manager to be its Provider's Representative. The Provider's Representative shall consult with the Council's Contract Manager as often as may reasonably be necessary for the efficient provision of the Services and shall attend meetings on a regular basis.
- The Provider shall supply its Contract Manager's contact details to the Council's Contract Manager at the Contract Commencement Date.
- The Provider's Contract Manager shall be contactable during all hours of operation; during out of season periods or during periods of closure the Contract Manager must be available from 9am to 5pm Monday to Friday.
- The Provider shall submit a Quarterly Performance Monitoring Report to the Council five business days in advance of the Contract Review Meetings.
- The Provider's Contract Manager shall attend a quarterly contract review meeting with the Council's nominated Contract Manager and other key stakeholders/friends groups.

Reporting Requirements

The Quarterly Performance Monitoring Report shall include but not limited to the following information:

- A general overview of performance
- Booking System performance
- Details of any special promotions/events etc.
- Media coverage during the quarter and a forward plan of media opportunities
- Progress against the agreed participation targets
- Visitor profile data
- Headline Income Position (including notes to explain key variance)
- Details of customer comments, compliments and complaints
- Details of any accidents or incidents during the quarter
- General update on maintenance, including information on any maintenance undertaken.
- Update on staffing issues, vacancies etc.
- Major Accidents and Incidents Report

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Performance Specification

Hillsborough Park

PC06503-CDS-XX-XX-SP-A-00601-V1_03

V0_03

12th September 2022

Capital Delivery Service



1 Project Summary

2 Climate Impact Assessment

3 MUGA and Tennis Courts

4 Café Facilities

5 Wider Recreational Facilities

Document Approval

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Prepared by:	Amber Beare	Date:	14/08/2022

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Revision History

Version	Nature of Revision
V0_01	Issued for initial comment
V1_00	Released for use
V1_01	Released with client requested update regarding omission of meeting facility
V1_02	Inclusion of additional clauses and cross referencing with other tender docs
V1_03	Final amendments

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5.0	Wider Recreational Facilities (Activity Hub)	9

1.0 Project Summary

A vital component of creating an Active Park, is making excellent quality recreational infrastructure that is sustainable to manage, and adaptable to changing needs over time. Sheffield City Council would like to procure a delivery partner to support the delivery of outdoor tennis across Sheffield (refer to Specification: Parks Tennis/ Hillsborough Activity Hub_V2_02).

The scope of this project is to deliver:

1.1 A high-quality multi sports activity 'hub' at Hillsborough Park focused around:

- Development of the MUGA and Tennis Courts
- A Catering/ Kiosk Opportunity
- Wider recreational facilities
- An accessible toilet for Park use

Specific outputs highlighted as:

- 1 Resurfaced and redesigned multi-use games area (for football, basketball, tennis, netball and more) with low-spill LED lighting.
- Min of 3 Full-sized resurfaced and remarked tennis courts with low-spill LED lighting on 8m posts. Padel Tennis to be considered.
- 1 New catering facility created with associated accessible toilets and kitchen. Planning and building regulations permission will need to be sought for this building.
- Wider recreational facilities are desirable and will be identified by the tenderer in the submission (with consideration given to community feedback from the Forward Plan consultation (see Appendix 6k), and other local provision)

1.2 Hillsborough Park was chosen for the project as a site which lies within an area identified as within the lowest 30% IMD, and therefore the provision of quality sport and recreational facilities will have a real benefit to communities with identified health inequalities. It is designated as a 'City Park' which reflects the fact that residents travel to the park from across the city; and hence the benefits will have city wide reach. Unfortunately, the deteriorating conditions of the existing tennis and MUGA provision are not 'city' standard, hence the need for this project. The provision of an exciting and high-quality facility of this nature will raise the standard of the park, increase its attractiveness as a destination site and encourage and attract users of all ages and abilities from various communities to engage in sport and physical activities. For further background information on the Park please see Appendix 6c.

1.3 The purpose of this performance specification is to give standardised parameters for the tendering parties to work within. In addition, it ensures the asset is 'fit for purpose' and future proofed.

1.4 Compliance Requirements

1.4.1

PLANNING AUTHORITY REQUIREMENTS

The proposed works will require planning permission to progress – all tenderers to allow for this in their tender returns.

1.4.2 BUILDING CONTROL REQUIREMENTS

Certain areas of the proposed works will require Building Control approval. The tendering parties are to deliver a statement listing the items of works requiring Building Control and their methodology of compliance.

1.4.3

CDM (2015) CONSTRUCTION DESIGN MANAGEMENT REQUIREMENTS

This work will fall under CDM (2015) and each tendering party is to submit a Designers Risk Assessment including mitigation items to confirm their understanding and display their competence in working within the regulations.

2.0 Climate Impact Assessment

2.1 Sheffield City Council have declared a climate emergency and are working towards Sheffield becoming a zero-carbon city by the start of the next decade. We recognise the impact that climate change will have on Sheffield and its residents, as well as the contribution that we as a city can make to the future of our planet.

The biggest contributors to climate change in Sheffield are:

- electricity and gas used in business and industry
- energy we use in our homes, particularly gas used for heating
- transport (the flights people take and road travel by vehicles)
- the food that we eat (and the food that we waste)

From bigger energy and food bills to unpredictable and extreme weather, increased risk of flooding and negative impacts on our health, climate change and energy affects everyone. The more we can do to save energy and cut carbon the better. The food that we eat and the things we buy and throw away also make a large contribution. Our natural environment, including trees, plants and peat bogs in the rural parts of the city area can reduce our carbon emissions.

As part of the strategy to mitigate against the emergency we find ourselves in, SCC have devised a 'Climate Impact Assessment' tool, which aims to ensure every project is measured against certain parameters to ensure that the proposed works contributes to the cohesive sustainability strategy.

All projects delivered under this EOI will be required to complete the Climate Impact Assessment tool for assessment as part of the tender process.



sheffield-cia-tool-draft-v7.xlsx



cia-guidance-users-200622.pdf

3.0 MUGA and Tennis Courts

3.1 MUGA and Tennis Courts

Site inspection to be undertaken to assess full scope of work required for delivery up to the standard required.

3.1.1

Court upgrades to the MUGA / Tennis Courts to be undertaken in line with the below requirements:

- Standard to Sport England Guidance Note
- Class Type 1
- Priority of Activities to be confirmed upon appointment of tender but for the purposes of tendering assume:
 - 1. Football, 2. Basketball, 3. Netball (for Tennis courts obviously only one priority)
- Durability to BS EN 14877

3.1.2

Lighting provision to the MUGA / Tennis Courts to be designed in line with the below requirements:

- Sport England Design Guidance Note
- BS EN 12193:2007 Light and lighting: Sports Lighting
- Institute of Electrical Engineers Wiring Regulations BS7671 (18th Edition IET Wiring Regulations)
- Institute of Lighting Professionals (ILP) - - Guidance Note for the reduction of obtrusive light GN01:2020

3.1.3

Fencing to comply with the requirements below:

- Height and spacing to be in line with Sport England Guidance Note
- Heavy Duty Fencing to BS 1722-14 Category 1
- Sports Rebound Fencing for ball courts, tennis etc.
- Allow for all required accessories as part of the overall system
- Containment: Tennis balls

3.1.4

Sports Benching where proposed to meet the requirements below:

- Design working life to be min 10 years to BS EN 1990
- Foundation and fixing details as manufacturers details
- Structural design to Eurocodes appropriate to nature and location of structure
- To ensure maximum accessibility with designed gaps to BS 5709
- Galvanised finish to BS EN ISO 1461 and powder coated to BS EN 13438

3.1.4

Cognisance to the court drainage to be given – any evidence of water logging to be investigated. Drainage runs to have CCTV surveys and resultant drainage changes approved by Yorkshire Water.

4.0 New Catering Facility

4.1 Catering Delivery

4.1.1

Schedule of Accommodation

- Provide area breakdown for each of the following elements:
 - Café Internal Seating (if included)
 - Café External Seating
 - Kitchen and ancillary stores
 - WC
 - Café Euro bins/ Waste & Recycling facilities

4.1.2

Performance Specification

Building to be designed with a minimum life span of 100 years.

Individual element performance is given below

Element	Thermal performance u value
Roof	0.1
Floor	0.1
Walls	0.15
Windows / Doors	1.2

Acoustic performance is to be designed in line with the current edition of Approved Document E.

4.1.3

Operational Requirements

- All elements to be compliant with Approved document M and provide full accessibility and be in line with the Equality Act 2010.
- Consideration to be given to access and egress required for deliveries/ emptying of Euro bins etc

4.1.4

Servicing

Details to be provided at time of tender regarding connections for the following:

- Electricity supply
- Waste drainage
- Surface water drainage

5.0 Wider Recreational Facilities

5.1 Recreational Facilities

5.1.1

For each of the proposed facilities provide details on:

- Location
- Size
- Quantum
- Specification
- Proposed operation
- Risks and opportunities to delivery

5.1.2

Performance Requirements

- Proposed sports pitches – refer to MUGA / Tennis Court requirements
- Proposed Buildings – refer to requirements for Catering Facilities requirements
- Proposed Play equipment – to be in accordance with BS EN 1176
- Proposed gates / entry control – to be in accordance with BS 7818
-

5.2

Upgrade to park infrastructure –

5.2.1

Tarmacadam paths

- Tarmac footpath to be designed at 1:40 fall cross fall
- Surface course 25mm AC 6 Dense Surf 100 / 150
- Binder course min depth of 60mm AC 20 Bin 40/60 to BS EN 13180 – 1:2000
- Sub base 150mm depth well compacted non frost susceptible type 1 granular sub-case to SHW clause 803 or recycled aggregate that complies with specification for highways works.

5.2.2 Litter bins/ Euro bins

Waste and dog waste bins – to BS 8300 – 1:2018 accessibility and to have a minimum of 10 year life span

Eurobins – to BS EN 840-3:2020 and to have a minimum of 10 year life span

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

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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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APPENDIX 5

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APPENDIX 5

Dated

2023

(1) [NAME OF GUARANTOR]

(2) Sheffield City Council

Guarantee

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Date: 2023

Parties

- (1) [NAME OF GUARANTOR] incorporated and registered in England and Wales with [company number []] whose registered office is [] (Guarantor).
- (2) Sheffield City Council of Town Hall, Pinstone Street, Sheffield, S1 2HH (Authority).

Introduction

A [] (company number []) (“[]”) and the Authority entered into the concession agreement dated [] (the “Agreement”).

B [The Guarantor has agreed to guarantee the due performance of the Agreement by the Concessionaire.]

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this guarantee.

1.1 Definitions:

Agreement: the Concession Agreement between (1) Sheffield City Council and (2) [NAME OF CONCESSIONAIRE] dated [DATE].

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00pm on any Business Day except any Business Day which is a Friday in which case the period shall be from 9:00 am to 4:30 pm.

Concessionaire: means [] ([company number []]) whose registered office is at [].

control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Guaranteed Obligations: has the meaning given in clause 2.1.1 (*Guarantee*).

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Clause headings shall not affect the interpretation of this guarantee.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.
- 1.6 A reference to **writing** or **written** includes fax and email.
- 1.7 A reference to **this guarantee** or to any other agreement or document referred to in this guarantee is a reference to this guarantee or such other guarantee or document as varied, novated (in each case, other than in breach of the provisions of this guarantee) from time to time.
- 1.8 References to clauses are to the clauses of this guarantee.
- 1.9 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Guarantee and indemnity

2.1 The Guarantor:

- 2.1.1 irrevocably guarantees to the Authority and its successors, transferees and assignees the due and punctual performance of all of the Concessionaire's present and future obligations under and in connection with the Agreement if and when they become due and performable in accordance with the terms of the Agreement (**Guaranteed Obligations**);
- 2.1.2 shall pay to the Authority from time to time on demand all monies (together with interest on such sum accrued before and after the date of demand until the date of payment) which have become payable by the Concessionaire to the Authority under the Agreement but which has not been paid at the time the demand is made; and
- 2.1.3 shall, if the Concessionaire fails to perform in full and on time any of its obligations, duties and undertakings under the Agreement, immediately on demand perform or procure performance of the same at its own cost and expenses.

2.2 The Guarantor, as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under clause 2.1.1 and clause 2.1.3 agrees to indemnify and keep indemnified the Authority in full and on demand from and against all and any losses, costs and expenses suffered or incurred by the Authority arising out of, or in connection with:

- 2.2.1 any failure by the Concessionaire to perform or discharge the Guaranteed Obligations except where the Concessionaire's failure to perform or discharge the Guaranteed Obligations results from the Authority's failure to comply with its obligations under this guarantee or the Concessionaire contesting any payment or part of a payment in good faith; or
- 2.2.2 any of the Guaranteed Obligations being or becoming totally or partially unenforceable by reason of illegality, capacity, lack or

exceeding of powers, ineffectiveness of execution or any other matter,

but the Guarantor's liability under this clause 2.2 shall be no greater than the Concessionaire's liability under the Agreement was (or would have been, had the relevant obligation been fully enforceable).

3 Authority protections

- 3.1 **Continuing guarantee.** This guarantee is and shall, at all times, be a continuing security until the Guaranteed Obligations have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Authority may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security.
- 3.2 **Preservation of Guarantor's liability.** The Guarantor's liability under this guarantee shall not be reduced, discharged or otherwise adversely affected by:
- 3.2.1 any arrangement made between the Concessionaire and the Authority;
 - 3.2.2 any alteration in the obligations undertaken by the Concessionaire whether by way of any addendum or variation referred to in clause 4 or otherwise;
 - 3.2.3 any waiver or forbearance by the Authority whether as to payment, time, performance or otherwise;
 - 3.2.4 the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Concessionaire or any other person;
 - 3.2.5 any unenforceability, illegality or invalidity of any of the provisions of the Agreement or any of the Concessionaire's obligations under the Agreement, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity;
 - 3.2.6 any legal limitation, disability, incapacity or other circumstances relating to the Concessionaire, or any other person; or
 - 3.2.7 the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation or the appointment of an administrator or receiver of the Concessionaire or any other person.
- 3.3 **Immediate demand.** The Guarantor waives any right it may have to require the Authority (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming from the Guarantor under this guarantee.
- 3.4 **Deferral of rights.** Until all amounts which may be or become payable under the Agreement or this guarantee have been irrevocably paid in full, the

Guarantor shall not, as a result of this guarantee or any payment performance under this guarantee:

- 3.4.1 be subrogated to any right or security of the Authority;
- 3.4.2 claim or prove in competition with the Authority against the Concessionaire or any other person; and
- 3.4.3 demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity,

any sums received by the Guarantor in breach of this clause 3.4 (*Deferral of rights*) shall be held by the Guarantor in trust for and shall be promptly paid to the Authority.

- 3.5 **Guarantee additional to all other security.** This guarantee is in addition to and shall not affect nor be affected by or merge with any other judgment, security, right or remedy obtained or held by the Authority from time to time in respect of the discharge and performance of the Guaranteed Obligations by the Concessionaire.

4 Addendum or variation to the Agreement

The Guarantor authorises the Concessionaire and the Authority to make any addendum or variation to the Agreement, the due and punctual performance of which addendum and variation shall, subject to the terms of this guarantee and, amongst other things, be guaranteed by the Guarantor in accordance with the terms of this guarantee.

5 Payment

- 5.1 All sums payable by the Guarantor under this guarantee shall be paid in full to the Authority in pounds sterling:
 - 5.1.1 without any set-off, condition or counterclaim whatsoever; and
 - 5.1.2 free and clear of any deductions or withholdings whatsoever except as may be required by law or regulation which is binding on the Guarantor.
- 5.2 If any deductions or withholding is required by any law or regulation to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- 5.3 The Guarantor shall promptly deliver or procure delivery to the Authority of all receipts issued to it evidencing each deduction or withholding which it has made.
- 5.4 The Guarantor shall not and may not direct the application by the Authority of any sums received by the Authority from the Guarantor under any of the terms in this guarantee.

5.5 The Guarantor shall pay interest on any sum due under this guarantee, calculated as follows:

5.5.1 **Rate.** 4% a year above the Bank of England's base rate from time to time, but at 4% for any period when that base rate is below 0%.

5.5.2 **Period.** From when the overdue sum became due, until it is repaid.

5.6 The Authority shall not be entitled to recover any amount in respect of interest under both this guarantee and any arrangements entered into between the Concessionaire and the Authority in respect of any failure by the Concessionaire to make any payment in respect of the Guaranteed Obligations.

6 Costs

6.1 The Guarantor shall, on a full indemnity basis pay to the Authority on demand the amount of all costs and expenses (including legal and out-of-pocket expenses and any VAT on those costs and expenses) which the Authority incurs in connection with:

6.1.1 the preservation, or exercise and enforcement, of any rights under or in connection with this guarantee or any attempt to do so; and

6.1.2 any discharge or release of this guarantee.

6.2 Each party shall pay its own costs in connection with the negotiation, preparation, execution and registration of this guarantee, and all documents ancillary to it.

7 Conditional discharge

7.1 Any release, discharge or settlement between the Guarantor and the Authority in relation to this guarantee shall be conditional on no right, security, disposition or payment to the Authority by the Guarantor, the Concessionaire or any other person being avoided, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, protection from creditors generally or insolvency for any other reason.

7.2 If any such right, security, disposition or payment as referred to in clause 7.1 (*Conditional discharge*) is avoided, set aside or ordered to be refunded, the Authority shall be entitled subsequently to enforce this guarantee against the Guarantor as if such release, discharge or settlement had not occurred and any such security, disposition or payment has not been made.

8 Representations and warranties

8.1 The Guarantor represents and warrants to the Authority:

8.1.1 that it is duly incorporated with limited liability and validly existing under the laws of England;

- 8.1.2 that it has full power under its constitution or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
- 8.1.3 that it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
- 8.1.4 that it has been duly authorised to enter into this guarantee;
- 8.1.5 that it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;
- 8.1.6 that this guarantee when executed and delivered will constitute a legally binding obligation on it enforceable in accordance with its terms;
- 8.1.7 that all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained;
- 8.1.8 its entry into and performance of its obligations under this guarantee will not constitute any breach of or default under any contractual, government or public obligation binding on it; and
- 8.1.9 it is not engaged in any litigation or arbitration proceedings that might affect its capacity or ability to perform its obligations under this guarantee and to the best of its knowledge no such legal or arbitration proceedings have been threatened or are pending against it.

9 General

9.1 Confidentiality

- 9.1.1 Each party undertakes that it shall not at any time during this guarantee, and for a period of five years after termination or expiry of this guarantee, disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party, except as permitted by clause 9.1.2 (*Permitted disclosure*).
- 9.1.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights of carrying out its obligations under or in connection with this guarantee. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.1 (*Confidentiality*); and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.1.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this guarantee.

9.2 Announcements

No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this guarantee, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or any court or other authority of competent jurisdiction.

9.3 Assignment

The Authority shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

9.4 Further assurance

Each party shall and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to this guarantee.

9.5 Variation

No variation of this guarantee shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.6 Notices

9.6.1 Any notice given to a party under or in connection with this guarantee shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case; or

(b) sent by email to:

[TBC] in relation to notices sent to the Authority.

[TBC] in relation to notices sent to the Guarantor.

9.6.2 Any notice shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

9.6.3 This clause 9.6 (*Notices*) does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.7 Entire agreement

9.7.1 This guarantee constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

9.7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this guarantee. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this guarantee.

9.8 Waiver

No failure or delay by a party to exercise any right or remedy provided under this guarantee or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

9.9 Severance

9.9.1 If any provision or part-provision of this guarantee is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this guarantee.

9.9.2 If any provision or part-provision of this guarantee is deemed deleted under clause 9.9.1 (*Deemed deletion*) the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

9.10 Third party rights

9.10.1 Unless it expressly states otherwise, this guarantee does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this guarantee.

9.10.2 The rights of the parties to rescind or vary this guarantee are not subject to the consent of any other person.

9.11 Counterparts

This guarantee may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

10 Governing law

This guarantee and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11 Jurisdiction

Each party irrevocably agrees, for the sole benefit of the Authority that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this guarantee or its subject matter or formation. Nothing in this clause shall limit the right of the Authority to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This Deed has been entered into on the date stated at the beginning of it.

EXECUTED as a deed by the parties on the date which first appears in this Deed:

THE COMMON SEAL of **SHEFFIELD CITY COUNCIL** was affixed in the presence of:

.....

Authorised Signatory

[Executed as a Deed by

[].

acting by:

.....

Director

.....

Director/Secretary/Witness Signatory]

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APPENDIX 6 – Grant Funding Agreement

DATED **2022**

(1) THE SHEFFIELD CITY COUNCIL

- and -

(2) [NAME OF GRANT RECIPIENT]

FUNDING AGREEMENT
in relation to:

Activity Hub at Hillsborough Park

Director of Legal Services
Sheffield City Council

Ref:

[DN: THE AGREEMENT CONTAINS A NUMBER OF AREAS WHICH ARE HIGHLIGHTED IN YELLOW. THOSE PARTS WILL BE UPDATED BY THE

COUNCIL AS NECESSARY PRIOR TO ISSUING A FINAL VERSION FOR
SIGNATURE]

PARTICULARS OF AGREEMENT

This Deed is dated **2022** "the Agreement Date"

The Parties: (1) **The Sheffield City Council** of the Town Hall, Pinstone Street, Sheffield, S1 2HH ("the **Council**") and

(2) **[NAME OF GRANT RECIPIENT]**, **[ADDRESS]**, ("the **Grant Recipient**")

Commencement Date: the date of this Agreement being the date on which funding for the Project will commence.

Completion Date: **[DATE]**, being the date on which funding for the Project will cease (or such earlier date as this Agreement shall terminate in accordance with Clause 6 below, or such later date as this Agreement shall terminate under the extension provisions in Clause 2.3 below)

The Premises
/ Location: Activity Hub at Hillsborough Park

The Project: **[PROJECT NAME]**

The Grant: A total grant of up to a maximum amount of **£[183,132.26]** to be paid by the Council to the Grant Recipient in accordance with the terms of this Agreement

The Project
Manager **[NAME/POSITION]**
on behalf of the Council or his or her replacement as notified to the Grant Recipient from time to time

DEFINITIONS:

"Allowable Expenditure"	means expenditure defrayed by the Grant Recipient on the Project as envisaged and included for in the Project, including, but not limited to, recoverable Value Added Tax, depreciation or amortisation of fixed assets;
"Capital Assets"	has the meaning given to it in clause 5.26;
"Change of Control"	means a sale of all or substantially all of the assets of a Party, any merger, consolidation or acquisition of a Party with, by or into another corporation, entity or person, or any change in the ownership of more than 50% of the voting capital stock of one Party in one or more related transactions;
"Clawback"	means the requirement for the Grant Recipient to repay some or the entire Grant;
"Commencement Date"	the date of this Agreement;
"Council's Project Manager"	means an officer of the Council appointed as the Council's Project Manager for this Agreement and any replacement from time to time;
"Data Protection Legislation"	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;
"Financial Year"	means the twelve (12) month period commencing on the 1st April in any year and terminating on the 31st March the following year;
"Governing Body"	means the governing body of the Grant Recipient including its directors or trustees;
"Hillsborough Park"	means the park known as Hillsborough Park located at Middlewood Road, Sheffield, S6 4HD, a registered charity with charity number 523913;
"Intellectual Property"	means any or all of the following: patents, trade marks, service marks, drawings, designs, registered designs, utility models, design right, copyright (including copyright in computer software), database right, inventions, trade secrets and other confidential information, technical information, know-how, business or trade names, rights to prevent passing off, and all other intellectual property rights

and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights;

“Law”

means any law, statute, subordinate legislation within the meaning of section 21 (1) of the interpretation Act 1978, by-law, enforceable right within the meaning of section 2 of the European Communities Act 1972 (as retained in English law), regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

Lease”

means a lease in respect of the Premises between the Grant Recipient and the Council dated on **[[DATE] OR [or around the same date as the Commencement Date] [DN: TO BE UPDATED DEPENDING ON WHEN THIS AGREEMENT WILL BE ENTERED INTO];**

[“Licence for Alterations”

means the licence for alterations permitting the Works at the Premises dated on **[[DATE] OR [or around the same date as the Commencement Date] [DN: TO BE UPDATED DEPENDING ON IF ONE WILL BE GRANTED AND WHEN IT IS ENTERED INTO];**

“Payment Schedule”

means the schedule of payments of the Grant as set out in Schedule 3;

“Premises”

the existing multi-use game area and tennis court at Hillsborough Park;

“Prohibited Act”

means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - i. induce that person to perform improperly a relevant function or activity; or
 - ii. reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) an offence:

	<ul style="list-style-type: none"> i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); ii. under legislation or common law concerning fraudulent acts; or iii. defrauding, attempting to defraud or conspiring to defraud the Council;
	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
	(e)
“Project Proposals”	means the Grant Recipient’s project proposals reviewed and approved by the Council and as set out in Schedule 1;
“Section 106 Agreement”	means the Section 106 Agreement set out in Schedule 2;
“State Subsidy”	means a financial contribution granted by a public authority or through State resources in any form whatsoever which confers a benefit on the Recipient, and which shall include the definition of subsidy contained in the UK-EU TCA and in the Subsidy Control Act 2022;
“Subsidy Control Law”	means all Laws of the United Kingdom limiting State Subsidy applicable from time to time, including the UK-EU TCA as incorporated into the Law of the United Kingdom by the European union (Future Relationship) Act 2020 and any Law replacing the Subsidy Control Act 2022;
“Quarter”	means a three (3) calendar month period in the Financial Year, the first Quarter commencing on the same date as the Financial Year;
“Term”	means the period commencing on the Commencement Date and ending on the Completion Date;
“UK – EU TCA”	the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, on the one part, and the United Kingdom and Great Britain and Northern Ireland, of the part, signed on 30 December 2020, including such amendments as are agreed between the parties from time to time;
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
“VAT”	means value added tax chargeable in the UK;
“Works”	means those works to be carried out at the Premises for the

“Working Day”

sole purpose of the Project specified within the Project Proposals at Schedule 1 and any goods and services required to facilitate the carrying out of those works; means any day from Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory bank holiday in England.

SPECIAL CONDITIONS

1. The Grant Recipient shall appoint in accordance with Clause 10 a competent, qualified contractor to carry out the design, supervision and post installation inspection of the Works.
2. The Grant Recipient shall ensure that the design, supervision, post installation and ongoing inspection and maintenance shall be in accordance with the [BS EN 15312:2007 Free access multi-sports equipment].
3. The Grant Recipient shall submit to the Council prior to tendering of the Works the final design details and specifications and any further documents requested by the Council for approval.
4. The Grant Recipient shall, on completion of the Works, obtain [a post installation inspection certificate which conforms to the European Design Standards] including the referred to in Special Condition 2 above and provide a copy of the certificate to the Project Manager.
5. The Grant Recipient shall procure the design and construction of the Works and thereby assume the full duties and responsibilities of ‘client’ for the Works including those duties imposed by the Construction (Design and Management) Regulations 2007 (CDM Regulations).
6. The Grant Recipient shall be responsible for the ongoing maintenance of the Premises and the associated costs of this.

THIS DEED is made on the Agreement Date between (1) the Council and (2) the Grant Recipient whereby it is agreed as follows:

1. INTERPRETATION

- 1.1 This Agreement shall be interpreted by reference to the Project Proposals contained at Schedule 1 of this document, both the Special Conditions and Definitions set out above form part of this Agreement.
- 1.2 The expressions "the Council" and "the Grant Recipient" shall include their respective successors in title.
- 1.3 Any reference to the title of an officer of the Council shall include any person holding such office from time to time by the same or any title substituted therefore or such other officer of the Council as the Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.4 Any powers, discretions, rights or obligations of the Council within this Agreement may be exercised or discharged by the Council or any duly authorised Committee or any duly authorised officer of the Council.
- 1.5 Reference to any statute shall be deemed to refer to any statutory modification or re-enactment thereof and any reference to any rules or regulations made thereunder shall include reference to any rules or regulations from time to time in force.
- 1.6 Words importing any gender shall include all genders.
- 1.7 Words importing the singular shall be deemed to include the plural and vice versa.
- 1.8 The clause headings and numbering shall not affect the construction of this Agreement.
- 1.9 References to clauses, schedules and appendices are, unless otherwise provided, references to the clauses of and schedules and appendices to this Agreement.
- 1.10 The Project Proposals, the Definitions, the Special Conditions and the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Project Proposals, the Definitions, the Special Conditions and the Schedules and Appendices.
- 1.11 Where the Grant Recipient is more than one person, each shall be jointly and severally bound by the terms of this Agreement.
- 1.12 Any phrase introduced with the words "including", "includes", "in particular", "for example" or similar shall be construed as illustrative and without limitation to the generality of the related general words.

- 1.13 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time.
- 1.14 any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

2. PURPOSE OF THE GRANT

- 2.1 The Grant Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any significant change to the Project without the Council's prior written agreement.
- 2.3 Throughout the Term, where the Grant Recipient intends to apply to a third party for other funding for the Project, it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide to the Council with details of the amount and purpose of that funding. The Grant Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is funding in full under this Agreement.

3. PAYMENT OF THE GRANT

- 3.1 Subject to the compliance by the Grant Recipient with its obligations hereunder and to the other terms of this Agreement, the Council (subject to the necessary funds being available when payment falls due) agrees to pay the Grant to the Grant Recipient in accordance with the following procedures and conditions:
- 3.1.1 The Council shall (subject to the necessary funds being available when payment falls due) pay the Grant in accordance with the Payment Schedule, and the terms of this Agreement, which shall be deemed to apply from the Commencement Date for the Term.
- 3.1.2 Payment of the Grant shall be made in line with the Payment Schedule attached to this Agreement.
- 3.1.3 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.1.4 The Council shall not pay more than the maximum Grant amount allocated to the Project.
- 3.1.5 The amount of the Grant shall not be increased in the event of any overspend by the Grant Recipient in its delivery of the Project.

- 3.1.6 The Grant Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 3.1.7 The Grant Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situation where either an incorrect sum of money has been paid or where Grant monies have been paid in error or before all conditions attaching to the Grant have been complied with by the Grant Recipient.
- 3.1.8 The Grant will be paid into a verified bank or building society account in the name of the Grant Recipient in the UK. The Grant Recipient must provide bank account details in writing to the Council that must be verified for means of electronic payment.
- 3.1.9 The Grant Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.1.10 A sum equivalent to 10% of the Grant will be deducted from the amount of the final Grant claim submitted by the Grant Recipient under this Agreement and retained by the Council until such time as the Council has received, and is satisfied with, the final financial statement as specified in Clause 7.4 and the Project has been completed in accordance with this Agreement, to the satisfaction of the Council.
- 3.2 The Council accepts no liability whatsoever for any losses attributable to delays in payment of the Grant to the Grant Recipient, nor for any repayment, reduction, cancellation, termination or withdrawal of the Grant, or for any Clawback enforced under the terms of this Agreement.
- 3.3 The Council may, at its sole discretion, extend the Term of this Agreement by amending the Completion Date to such later date as the Council determines in accordance with all relevant funding rules and guidance, in order to allow the Grant Recipient to completely defray the entire Grant. Such extension shall be notified to the Grant Recipient in writing, and the terms of this Agreement shall continue for such extended period. Any such extension shall not result in an increase to the Grant unless the Council notifies the Grant Recipient in writing at its sole discretion.

4. USE OF THE GRANT

- 4.1 The Grant Recipient shall only use the Grant for the Allowable Expenditure and for the delivery of the Project.
- 4.2 The Grant Recipient shall not use the Grant to:
 - 4.2.1 make any payment to members of its Governing Body;
 - 4.2.2 purchase buildings or land; or

4.2.3 pay for any expenditure commitments of the Grant Recipient entered into before the Commencement Date,

unless this has been approved in writing by the Council.

4.3 The Grant Recipient shall not spend any part of the Grant on the delivery of the Project after termination of this Agreement or expiry of the Term.

4.4 Should any part of the Grant remain unspent at the expiry of the Term, the Grant recipient shall ensure that any unspent monies are returned to the Council unless agreed otherwise in writing with the Council.

4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Grant Recipient to deliver the Project must be managed and paid for by the Grant recipient using the Grant (provided it constitutes Allowable Expenditure) or other resources of the Grant Recipient. There will be no additional funding available to the Council for this purpose.

5. THE GRANT RECIPIENT'S OBLIGATIONS

The Grant Recipient shall:

5.1 carry out the Project and to procure the carrying out of the Works, and promptly to meet any outputs or milestones or completion dates;

5.2 ensure that the Project to be funded by the Grant is completed by the Completion Date unless otherwise agreed in accordance with Clause 3.3 of this Agreement;

5.3 comply with all Law, applicable Government rules and guidance, and any guidance issued by the Council;

5.4 comply with the terms of the Section 106 Agreement as it relates to the Project;

5.5 notify the Council promptly of any matter which may affect the Grant Recipient's ability to continue to meet any of the terms of this Agreement;

5.6 notify the Council's Project Manager immediately if any of the events referred to in Clause 8.1 below shall take place;

5.7 notwithstanding any other provisions of this Agreement, if the Government and/or the Council shall require repayment for any reason of the whole or any part of the Grant to that body or another body, to immediately make any such repayment to the relevant body as required upon demand;

5.8 ensure that the delivery of the Project does not result in it being in receipt of an unlawful State Subsidy;

5.9 not take any action or fail to take any action, or (insofar as it is reasonably within its power) permit anything to occur that will cause the Council to be in breach of Subsidy Control Law;

- 5.10 maintain appropriate records of compliance with the relevant Subsidy Control Law and will take all reasonable steps to assist the Council or any other UK governmental, regional or other authority respond to any proceedings or investigations(s) into the Project by any relevant court or tribunal of relevant jurisdiction or regulatory body, including any body appointed to oversee the granting of State Subsidies in the United Kingdom;
- 5.11 acknowledge and accept that the Grant is awarded on the basis [REASON]

[DN: ADDITIONAL DRAFTING REQUIRED BASED ON THE GRANT RECIPIENT'S CIRCUMSTANCES AND THE BASIS FOR MAKING THE GRANT. POSSIBLE OPTIONS (ALTHOUGH DEPENDANT ON CIRCUMSTANCES WHICH MUST BE ASSESSED AT THE TIME AND PRIOR TO ENTERING INTO GRANT AGREEMENT):

- **SMALL AMOUNTS OF FINANCIAL ASSISTANCE UNDER THE EU – UK TCA¹**
- **MINIMAL FINANCIAL ASSISTANCE²**
- **ANY OTHER EXEMPTION?**
- **COMPLIANCE WITH THE PRINCIPLES?**

- 5.12 If the Council is of the reasonable opinion that variation and/or repayment of some or all of the Grant and/or payment of interest should be made because there has been an unlawful State Subsidy or it is required under Subsidy Control Law and/or if the Council is otherwise required to procure variation, repayment and/or payment of interest by the determination of a court or decision of the Secretary of State or a regulatory body or any body appointed to oversee the granting of State subsidies in the United Kingdom, the Council may vary or withhold any or all payments and/or require repayment of the Grant already paid, together with interest at an appropriate rate, within 20 Working Days of receipt of the Council's invoice.
- 5.13 ensure that an acceptable quality assurance standard is in place and adhered to by all personnel, agents, sub-contractors, involved in delivery of the Project if requested by the Council;
- 5.14 comply and ensure that contractors and sub-contractors involved in undertaking the Works comply with all applicable requirements of the Law;
- 5.15 maintain, and ensure that any contractors and sub-contractors involved in undertaking the Works maintain, with a reputable insurance office adequate insurance against:
- 5.15.1 any losses, damages, suits, actions, claims or demands arising from fault, negligence or otherwise in the performance of this Agreement and generally in the carrying out of the Project including, but not

¹ Will not be available if the Subsidy Control Act 2022 comes into force

² Will only be available if the Subsidy Control Act 2022 comes into force

limited to, employers' liability, public liability and professional indemnity insurances; and

- 5.15.2 theft, loss or damage to any asset purchased or improved with the Grant including but not limited to damage to or destruction of the Premises for its full replacement value; and
- 5.15.3 any loss or damage occurring during the course of the Works including but not limited to insurance of the Works against fire and all other relevant risks;
- 5.16 produce on written demand evidence of the policies of insurance referred to in Clause 5.15 above and the receipt for the last premium paid, and to give to the Council at least thirty (30) days notice in writing of the cancellation of any such policies;
- 5.17 comply with all the publicity requirements in relation to the Project and any further rules or guidance specified by the Council and/or the Government regarding publicity of the contribution to the Project from the Council and/or the Government;
- 5.18 operate an open and competitive procedure when recruiting members of staff that have all or part of their salaries paid for by funding under this Agreement;
- 5.19 comply with all applicable Council and Government rules or guidance relating to procurement, and the Council's requirements in relation to appointment of contractors and consultants as detailed in Clause 12 below;
- 5.20 maintain accounts for the Project from the Commencement Date and throughout the Term which shall show and explain:
 - 5.20.1 the Grant Recipient's transactions being processed through the company accounting system of the Grant Recipient;
 - 5.20.2 the Grant Recipient's financial positions with accuracy at any time;
 - 5.20.3 records of the daily money received, interest earned and money spent;
 - 5.20.4 where money was spent by the Grant Recipient and what it was spent on;
 - 5.20.5 records of the Grant Recipient's assets and liabilities.
- 5.21 ensure that the Grant shall be shown in the Grant Recipient's account as a restricted fund and shall not be included under general funds;
- 5.22 keep full, complete and accurate original books, records and documentation, including the accounts referred to in Clause 5.20 above, relating to the Project for a period of fifteen (15) years from the Completion Date;

- 5.23 permit any authorised officer or representative of the Council to review and make copies of any accounts, books, records and documentation kept by the Grant Recipient relating to the Grant and the Project pursuant to Clauses 5.17 and 5.18, upon reasonable request by the Council throughout the Term;
- 5.24 comply and facilitate the Council's compliance with all statutory requirements as regards, accounts, audit, or examination of accounts, annual reports and annual returns applicable to itself and the Council;
- 5.25 indemnify and to keep the Council fully indemnified against all losses, costs, claims, expenses, demands and/or liabilities whatsoever which the Council may incur, receive or suffer as a result of:
- 5.25.1 any act or omission by the Grant Recipient or its employees, agents, successors, assigns and/or contractors or sub-contractors in connection with or in consequence of the undertaking of any activities connected with the Project; or
- 5.25.2 any breach of this Agreement by the Grant Recipient or by any such person;
- 5.26 establish and maintain an asset register detailing any assets or items of equipment having a useful life of more than one year ("**Capital Assets**") acquired, built or improved with the Grant (including but not limited to the Premises) having a net value of £2,500 or more, such register to show:
- 5.26.1 the date of purchase;
- 5.26.2 description of the Capital Asset;
- 5.26.3 the price paid (identifying any VAT paid);
- 5.26.4 location of any title deeds to the Capital Asset;
- 5.26.5 any serial number or other distinguishing marks;
- 5.26.6 where the Capital Asset is located or stored and subject to clause 5.27 where the Capital Asset is disposed of by way of sale, lease, charge, loan, gift or otherwise:
- (a) the date of disposal;
- (b) the details of any consideration for the disposal (identifying any VAT);
- (c) any other information the Council may reasonably require and to allow the Council access to inspect the register as required;
- 5.27 not dispose of or agree to the disposal of any Capital Assets referred to in Clause 5.2 above (by way of sale, lease, charge, gift, loan or otherwise) without notifying the Council in writing of such intention and receiving the Council's prior written consent (which may at the Council's absolute

discretion be conditional on the payment of Clawback to the Council of some or all of the Grant);

- 5.28 work together with any other body as dictated by the nature of the Project or as reasonably requested by the Council in cooperation and good faith;
- 5.29 ensure that appropriate contractual arrangements on an arm's length basis and on market rates are entered into with any project or business receiving any funding from the Grant or other benefit funded by the Grant or any contractors appointed to carry out the Works or otherwise assist with the delivery of the Project;
- 5.30 carry out the Works or procure that the Works are carried out in a good and workmanlike manner with sound and good materials and to the satisfaction of the Council, and in a manner which conforms with all applicable requirements of Law, including but not limited to planning permissions, building regulations, and legislation relating to listed buildings and ancient monuments;
- 5.31 obtain any necessary permissions consents or approvals required for the Grant Recipient to lawfully undertake the Works including where appropriate consents required under planning, listed buildings and ancient monuments legislation and buildings regulations, and any landlord's or mortgagees consents required prior to the commencement of the Works, and where applicable to ensure that the consent of any funding body funding any prior works to the Premises has been obtained;
- 5.32 without prejudice to any other term of this Agreement, ensure that the Council is able to comply with the terms of the Section 106 Agreement by fulfilling all of the Council's obligations under the Section 106 Agreement insofar as they apply to the Project as if they were set out fully in this Agreement as obligations and requirements on the Grant Recipient.

6. WARRANTIES

- 6.1 The Grant Recipient warrants and represents to the Council as follows:
 - 6.1.1 that the information given in connection with this Agreement, the Project or the Council's evaluation of the Grant Recipient or the Project is at the date of this Agreement true, complete and accurate in all respects and not misleading in any respect;
 - 6.1.2 that where at any time any information of any nature whatsoever is provided by the Grant Recipient to the Council regarding this Agreement, the Project or in response to a specific request by the Council relating to this Agreement or the Project it will at the time(s) when given be true, complete and accurate and not misleading in any respect;
 - 6.1.3 that it will promptly notify in writing the Council if, and to the extent that, any information provided by it to the Council becomes untrue, incomplete, or misleading in any respect;

- 6.1.4 that it has the necessary power and authority to enter into this Agreement with the Council;
- 6.1.5 all actions necessary on the part of the Grant Recipient to authorise the execution of and the performance of its obligations under this Agreement have been taken;
- 6.1.6 the obligations expressed to be assumed by the Grant Recipient under this Agreement will be legal, valid, binding and enforceable to the extent permitted by Law and this Agreement will be in the proper form for enforcement in England;
- 6.1.7 the execution, deliver and performance by it of this Agreement does not contravene any provision of:
 - (a) any Law either in force, or enacted but not yet in force and binding on the Grant Recipient;
 - (b) the memorandum and articles of association of the Grant Recipient;
 - (c) any order or decree of any court or arbitrator which is binding on the Grant Recipient;
 - (d) any obligation which is binding upon the Grant Recipient or upon any of its assets or revenues;
- 6.1.8 no claim is presently being assessed and no litigation, arbitration, administrative or mediation proceedings are presently in progress or, to the best of the knowledge of the Grant Recipient, pending or threatened against it or any of its assets which will or might have a material adverse effect on the ability of the Grant Recipient to perform its obligations under this Agreement;
- 6.1.9 it is not subject to any other obligation, compliance with which will or is likely to have a material adverse effect on the ability of the Grant Recipient to perform its obligations under this Agreement;
- 6.1.10 no proceedings or other steps have been taken and not discharged (nor, to the best of the knowledge of the Grant Recipient, threatened) for its winding up, or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator, trustee or similar officer or in relation to any of its assets or revenues;
- 6.1.11 this Agreement will be in full force and effect and constitutes the valid, binding and enforceable obligations of the parties; and

the Council relies upon such warranties and representations.

- 6.2 All warranties, representations, undertaking, indemnities and other obligations made, given or undertaken by the Grant Recipient in this

Agreement are cumulative and none shall be given a limited construction by reference to any other.

- 6.3 The Grant Recipient warrants and represents that by entering into this Agreement it has not committed any Prohibited Act.

7. MONITORING AND REPORTING

- 7.1 The Grant Recipient shall closely monitor the delivery and success of the Project throughout the Term to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

- 7.2 The Grant Recipient shall comply with any Project monitoring and reporting requirements as required by the Council. This may include a financial and operational report on its use of the Grant and delivery of the Project annually or as notified by the Council throughout the Term and in such formats as the Council may reasonably require.

- 7.3 Subject to Clause 2.3, where the Grant Recipient has obtained funding from a third party for its delivery of part of the Project, the Grant Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.

- 7.4 The Council shall have the sole discretion, in the event that in its reasonable opinion that sufficient progress has not been made by the Grant Recipient, to withhold payment of the Grant payments as set out in the Payment Schedule until such sufficient progress has been made.

- 7.5 The Grant Recipient shall, if requested, submit to the Council such other information as is reasonably required by the Council in order to verify incurred costs and expenses.

- 7.6 The Grant Recipient shall allow representatives of the Council, and any Government representatives, to visit the Premises on request in order to examine, inspect and photograph:

7.6.1 the Works and all other operations carried out by the Grant Recipient and/or its contractors;

7.6.2 the Grant Recipient's records; and

7.6.3 the Grant Recipient's administrative and financial systems.

The Grant Recipient shall provide all reasonable assistance to any representatives visiting pursuant to this Clause including provision via original or certified copy of any documents required.

- 7.7 The Grant Recipient shall provide all information reasonably required by the Council and/or the Government in order to monitor the Project and ensure compliance with this Agreement.

- 7.8 The Grant Recipient shall on request provide to the Council with such information, explanation and documents as the Council may reasonably

require in order to establish that the Grant has been used properly and in accordance with this Agreement.

- 7.9 The Grant Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 7.10 The Grant Recipient shall permit any person authorised by the Council for the purpose to visit the Grant Recipient, the Premises and/or the Works every quarter (if required) to monitor the delivery of the Project. Where, in the reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
- 7.11 If requested by the Council, the Recipient shall provide to the Council with a final report on completion of the Term which shall complete whether the Project has been successfully and properly completed.

8. TERMINATION, WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT AND REMEDIES AND CONSEQUENCES OF TERMINATION

- 8.1 The Council may at its absolute discretion and without prejudice to its other rights and remedies terminate, reduce, withhold or suspend the whole or part of the Grant, and/or rely on its right to Clawback the Grant in part or in full to the Council, and/or terminate this Agreement immediately upon service of written notice to that effect, in the event that:
- 8.1.1 the Grant Recipient does not achieve the Project's outputs to the reasonable satisfaction of the Council;
 - 8.1.2 the Grant Recipient does not otherwise deliver the Project in accordance with this Agreement;
 - 8.1.3 The Grant Recipient uses the Grant for purposes other than those for which it has been awarded;
 - 8.1.4 the delivery of the Project does not start within one month of the Commencement Date and the Grant Recipient has failed to provide the Council with a reasonable explanation for the delay;
 - 8.1.5 the Council considers that the Grant Recipient has not made satisfactory progress with the delivery of the Project;
 - 8.1.6 the Recipient, is in the reasonable opinion of the Council delivering the Project in a negligent manner;
 - 8.1.7 the Grant Recipient obtains duplicate funding from a third party for the Project;

- 8.1.8 the Grant Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute or where the Grant Recipient has not sought the Council's prior consent;
- 8.1.9 the Grant Recipient provides the Council with any materially misleading or inaccurate information;
- 8.1.10 the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Council;
- 8.1.11 subject to Clause 10, the Grant Recipient undergoes a Change of Control which the Council, acting reasonably, considers:
- (a) will be materially detrimental to the Project;
 - (b) the new body corporate cannot continue to receive the Grant because in the Council's opinion (acting reasonably) they do not meet the Council's criteria to receive the Grant or have the experience to successfully deliver the Project; or
 - (c) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given;
- 8.1.12 any member of the Governing Body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- 8.1.13 the Grant Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay for its debts as they fall due;
- 8.1.14 the Grant Recipient fails to comply with the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
- 8.1.15 the Council determines the Lease or [the Licence for Alterations] in respect of the Premises in accordance with its terms;
- 8.1.16 The European Commission or the Court of Justice of the European Union requires any Grant paid to be recovered by reason of a breach of State Aid Law through its application under Article 10 of the Northern Ireland Protocol; or
- 8.1.17 a court or tribunal or independent body or authority of competent jurisdiction require any Grant paid to be recovered;
- 8.1.18 Clawback is enforced under Clause 16 below;

8.1.19 the Grant Recipient ceasing to carry on its business or being or becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;

8.1.20 possession is taken over any of the Grant Recipient's property under the terms of a fixed or floating charge.

9. Termination for convenience

9.1 The Council may terminate this Agreement in whole or in part and any Grant payments on giving the Grant Recipient 1 month's written notice should it be required to do so by financial restraints or for any other reason.

9.2 If the Council terminates the Agreement in accordance with Clause 9.1, the Grant Recipient shall return to the Council all unspent monies of the Grant that it has received within 30 days of the date of receipt of a written notice of termination from the Council unless agreed otherwise with the Council.

10. Change of Control

10.1 The Grant Recipient shall notify the Council immediately in writing and as soon as the Grant Recipient is aware (or ought to reasonably be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Control, provided such notification does not contravene any Law.

10.2 The Recipient shall ensure that any notification made pursuant to Clause 10.1 shall set out full details of the Change of Control including the circumstances suggesting and/or explaining the Change of Control.

10.3 The Council may, at its sole discretion:

10.3.1 agree to a Change of Control; or

10.3.2 terminate the Agreement pursuant to Clause 8.1.11.

10.4 The Council shall not be entitled to terminate where a written approval was granted prior to the Change of Control.

11. Exit Management

The Council may require the Grant Recipient to prepare an exit plan. Where this is required, the Council shall inform the Grant Recipient in writing.

12. Limitation of Liability

The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Project or providing the Works, the use of the Grant or from withdrawal of the Grant. The Grant Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims,

demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Project, the Works, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.

13. VAT

- 13.1 If VAT is held to be chargeable in respect of the Agreement, all payments shall be deemed to be inclusive of VAT and the Council shall not be obliged to pay any additional amount by way of VAT.
- 13.2 All sums and other consideration payable to or provided by the Grant Recipient to the Council at any time shall be deemed to be exclusive of all VAT payable and where such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT payable upon the receipt of a valid VAT invoice.

14. Consequences of expiry or termination

- 14.1 Notwithstanding anything contained elsewhere in this Agreement, the provisions of Clauses 1, 3.2, 5.6, 5.16, 5.20, 5.22, 7.5, 7.7, 8.1.18, 8.1.16, 14, 16, 18, 19, 24, 27, 31, 33, 35 and the Special Conditions shall survive the termination or expiry of this Agreement howsoever caused and shall continue thereafter in full force and effect together with any other provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 14.2 If this Agreement is terminated or expires then any rights or liabilities that arose under this Agreement before such termination or expiry shall not be affected.

15. CHANGE TO PROJECT AND REPROFILING

- 15.1 Where the Grant Recipient becomes aware that the costs, outputs, or any other aspect of the Project have changed the Grant Recipient must notify the Council in writing.
- 15.2 Where it becomes apparent that amendments to the Project are required to be made or a reprofile of Grant undertaken then a variation to contract letter may be issued by the Council. The Grant Recipient acknowledges that any action under this Clause may result in the reduction of the Grant under this Agreement.
- 15.3 Such reprofiling of the Grant Recipient's Grant amount as detailed in Clause 15.2 above shall not affect any of the other provisions of this Agreement.

16. CLAWBACK

The Council may in accordance with the terms of this Agreement enforce Clawback of the Grant. Where the Council relies on the Clawback provisions of this Agreement, the Grant Recipient shall repay the Grant to the Council in whole or in part within 30 days.

17. APPOINTMENT OF CONSULTANTS AND CONTRACTORS

- 17.1 The Grant Recipient must be able to demonstrate that for each and every purchase and contract for Works, the most economically advantageous tender is accepted.
- 17.2 For the purposes of Clause 17.1 above the Grant Recipient shall ensure that a minimum of three competitive tenders are sought on each occasion.
- 17.3 Where the Grant Recipient believes this is not possible and/or believes that an alternative way of procurement would achieve the requirements of Clause 17.1, the Grant Recipient shall:
- 17.3.1 set out in writing the reasons why a minimum of three competitive tenders cannot be sought; and/or
 - 17.3.2 set out in writing their alternative proposals for best achieving the requirements of Clause 17.1; and
 - 17.3.3 provide such further information as requested by the Council within five (5) Working Days of such request being received from the Council.
- 16.4 No contract for Works shall be tendered or placed before such alternative proposals have been approved by the Council in writing following any requirement of the Council to amend such alternative proposals.

18. SUBSIDY CONTROL REPAYMENT

- 18.1 If the Council is of the reasonable opinion that variation and/or repayment of some or all of the Grant and/or payment of interest should be made because there has been an unlawful State Subsidy or it is required under Subsidy Control Law and/or if the Funder is otherwise required to procure variation, repayment and/or payment of interest by the determination of a court or decision of the Secretary of State or regulatory body or any body appointed to oversee the granting of State Subsidies in the United Kingdom, the Council may vary or withhold any or all of the payments and/or require repayment of Grant already paid, together with interest at an appropriate rate, within 20 Working Days of receipt of the Council's invoice.

19. INTELLECTUAL PROPERTY

- 19.1 The Council and the Grant Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property whatsoever owned by either the Council or the Grant Recipient before the Commencement Date or developed by either Party during the Term, shall remain the property of that Party.
- 19.2 Where the Council has provided the Grant Recipient with any of its Intellectual Property for use in connection with the Project (including without limitation its name and logo), the Grant Recipient shall, on expiry or termination of this Agreement, cease to use such Intellectual Property immediately and shall either return or destroy such Intellectual Property as requested by the Council.
- 19.3 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Grant Recipient:
- 19.3.1 in using the Grant; or
- 19.3.2 in delivering the Project and/or the Works,
- shall vest in the Council on creation.
- 19.4 The Grant Recipient shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

20. NO PARTNERSHIP

Nothing contained in this Agreement shall or shall be deemed to create any partnership or joint venture between the Parties hereto, and nothing in this Agreement shall be deemed to constitute either of the Parties hereto as the agent of the other Party. Neither Party shall hold itself out as acting as the agent or partner of the other Party or as being associated with that other Party.

21. VARIATIONS

No variation of this Agreement shall be valid or effective unless in writing and signed by the Grant Recipient or a duly authorised officer of the Grant Recipient and a duly authorised officer of the Council and specified to be for such purpose.

22. ASSIGNMENT

The Grant Recipient shall not without the prior written consent of the Council assign, sub-let, transfer, charge, or deal in any other manner in this

Agreement or its rights hereunder or any part thereof, nor purport to do any of the same. Should the Council consent to the same in writing, the Council may first require amendments to be made to this Agreement.

23. COUNCIL'S STATUTORY ROLE

Nothing contained in this Agreement or done hereunder shall affect the rights and/or powers of the Council as local authority, local planning authority or in any other capacity whatsoever under or by virtue of any Law from time to time in force, or shall (where applicable) affect the rights and powers of the Council in its capacity as landlord, or shall relieve the Grant Recipient from the necessity of obtaining all such approvals or consents as from time to time shall be required from the Council in any of its aforementioned capacities.

24. FAILURE TO ENFORCE IS NOT A WAIVER

Failure by either Party at any time to enforce the provisions of this Agreement or to require performance by the other Party of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the right of the first mentioned Party to enforce any provision in accordance with its terms.

24. NOTICES

- 24.1 Notices to be given under this Agreement shall be given in writing and sent by letter sent by first class prepaid post or delivered by hand to the address of the Party to be served.
- 24.2 Notices sent by first class post shall be deemed to have been served 48 hours after the time of posting and notices delivered by hand shall be deemed to have been served at the time of delivery.
- 24.3 Proof of service of notices shall be by proof of posting by first class or by proof of actual delivery.

25. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the Council and the Grant Recipient shall immediately commence good faith negotiations to remedy that invalidity.

26. CORRUPT GIFTS OR PAYMENTS AND THE BRIBERY ACT 2010

- 26.1 The Grant Recipient shall not:
 - 26.1.1 offer or give, or agree to give, to any member, employee or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, or refraining from doing, or for

having done, or refrained from doing, any act in relation to the obtaining or execution of this or any other agreement with the Council, or for showing, or refraining from showing favour, or disfavour to any person in relation to this or any other agreement. The attention of the Grant Recipient is drawn, without limitation, to the criminal offence provisions of the Prevention of Corruption Acts 1889 to 1916;

26.1.2 commit a Prohibited Act.

- 26.2 The Grant Recipient warrants and undertakes to the Council that it will, throughout the duration of this Agreement, use all reasonable endeavours to have in place adequate procedures (as referred to in section 7(2) of the Bribery Act 2010) designed to prevent persons associated with the Grant Recipient from bribing any person with the intention of obtaining or retaining business for the Grant Recipient or with the intention of obtaining or retaining an advantage in the conduct of business for the Grant Recipient.
- 26.3 The Grant Recipient shall notify the Council (in writing) if it becomes aware of any breach of this Clause 26, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage.

27. INTEREST

The Grant Recipient agrees that in the event of any payment being due from the Grant Recipient to the Council under the terms of this Agreement but unpaid, interest shall be added to the sum due at the rate of 2% per annum above the base rate from time to time of the Natwest Bank plc, such interest to accrue from the date payment becomes due until the date of payment and to be compounded on 31st March, 30th June, 30th September and 31st December each year as well after as before any demand and/ or judgment obtained hereunder.

28. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any term of this Agreement.

29. PROHIBITED ACTIVITIES

The Grant Recipient shall not use the Grant for the purpose of supporting, directly or indirectly, any political party, organisation or activities, or any organisation or activity which is likely to bring the Government or the Council into disrepute, or for any religious purposes. The Grant Recipient shall not use the Grant to fund any religious organisation unless it is shown to the satisfaction of the Council that the activities funded pursuant to that agreement will not promote a particular religious view.

30. DATA PROTECTION

- 30.1 The Grant Recipient shall comply with all relevant provisions of the Data Protection Legislation and do nothing which causes, or may cause, the Council to be in breach of its obligations under the Data Protection Legislation.
- 30.2 The Grant Recipient shall:
- 30.2.1 implement technical and organisational measures to protect any personal data (as defined under the Data Protection Legislation) it is processing against any unauthorised or unlawful processing and against any accidental loss, destruction, damage, alteration or disclosure and undertakes to maintain such measures during the course of this Agreement;
 - 30.2.2 take all reasonable steps to ensure the reliability of its staff having access to any such personal data;
 - 30.2.3 monitor and maintain the integrity of all personal data in full accordance with the Data Protection Legislation;
 - 30.2.4 notify the Council within 10 Working Days if it receives any complaint, enquiry or request from any person whatsoever relating to the Council's or the Grant Recipient's obligations (as applicable) under the Data Protection Legislation.

31. CONFIDENTIALITY

- 31.1 Subject to Clause 32 (Freedom of Information), each Party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property or know-how or other business, technical or commercial information disclosed to it as a result of this Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other Party.
- 31.2 The obligation of confidentiality contained in this Clause shall not apply or shall cease to apply to any Intellectual Property, know-how or other business, technical or commercial information which:
- 31.2.1 at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - 31.2.2 is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence;

- 31.2.3 is disclosed for the purpose of the examination and certification of the Council's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency, and effectiveness with which the Council has used its resources;
- 31.2.4 is disclosed on a confidential basis to a Party's insurer, legal adviser(s) or auditor(s); or
- 31.2.5 is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

32. FREEDOM OF INFORMATION

- 32.1 The Grant Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs).
- 32.2 The Recipient shall:
 - 32.2.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - 32.2.2 transfer to the Council all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two working days of receipt;
 - 32.2.3 provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within five working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
 - 32.2.4 not respond directly to a request for information unless authorised in writing to do so by the Council.
- 32.3 The Grant Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Grant Recipient. The Council shall take reasonable steps to notify the Grant Recipient of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

33. ENTIRE AGREEMENT

This Agreement and the schedules and appendices to it shall constitute the entire Agreement and understanding between the Parties with respect to all matters which are referred to and shall supersede any previous agreement(s) between the Parties in relation to the matters referred to in this Agreement.

34. COUNTERPART

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.

35. GOVERNING LAW

This Agreement shall be governed and construed in accordance with English law and the parties submit to the jurisdiction of the English courts.

This Agreement is executed as a deed and delivered on the date stated at the beginning of it.

THE COMMON SEAL of **SHEFFIELD**
CITY COUNCIL was affixed

in the presence of:

.....

Authorised Signatory

EXECUTED as a DEED

by [**NAME OF GRANT RECIPIENT**]

acting by and under the signatures of:

.....

Signature of Director

.....

Name of Director

]

.....

Signature of Director or Secretary

.....

Name of Director or Secretary

Schedule 1

Project Proposals

[TO BE INSERTED ONCE AGREED AND BEFORE SIGNATURE]

Schedule 2

Section 106 Agreement

[TO BE INSERTED BEFORE SIGNATURE]

Schedule 3

Payment Schedule

[TO BE INSERTED BEFORE SIGNATURE]

Appendix 7

Dated **2023**

(1) The Sheffield City Council

(2) []

Lease

relating to

[]

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LR1. Date of lease	2022
LR2. Title Number(s)	LR2.1 Landlord's title number(s) [] LR2.2 Other title number(s) None
LR3. Parties to this lease	Landlord THE SHEFFIELD CITY COUNCIL of Town Hall, Pinstone Street, Sheffield, S1 2HH Tenant []
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Refer to the definition of Premises in clause 1 of this Lease.
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None LR5.2 This lease is made under, or by reference to, provisions of: None
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1 (the Term)
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None

	<p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>The easements as specified in Schedule 2 of this lease.</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>The easements as specified in Schedule 1 of this lease.</p>
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction The parties to this lease apply to enter the following standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

Date

Parties:

- (1) **THE SHEFFIELD CITY COUNCIL** of Town Hall, Pinstone Street, Sheffield, S1 2HH (the Landlord);
- (2) [] (the Tenant).

It is agreed as follows:

1 Definitions

The following expressions shall where the context so admits have the following meanings:

1954 Act	the Landlord and Tenant Act 1954;
Authorised Use	means the use as a tennis facility and purposes reasonably ancillary to that use during the Operating Hours; DN: This may need to be revised for the MAGA at Hillsborough
Contract	means the [] (and any agreement made supplemental to or in variation thereof from time to time) entered on [] between (1) the Landlord and (2) the Tenant;
Conducting Media	means all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media;
Operating Hours	means the number of hours per week as defined in the Contract or such other days as the Landlord in its absolute discretion may determine on seven days' notice to the Tenant;
Plan	means the plan annexed;
Planning Acts	means The Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990;
Property	means the tennis courts at [] shown coloured pink on the Plan together with all boundary structures that belong to the Property and all Conducting Media that serve the Property exclusively at the same from time to time as the same forms part of the land registered at the Land Registry under title number [];

Reserved Rights	means the rights and matters set out in Schedule 1;
Retained Land	means the adjoining or neighbouring land of the Landlord being the land registered at the Land Registry under title number [] but excluding the Property;
Rights	means the rights set out in Schedule 2;
Services	means foul and surface water, drainage, gas, electricity, telephone, telecommunications and other services;
Term	means the term of [twenty-five] years from and including [] unless it is terminated in accordance with the provisions in the Contract;
Third Party Rights	all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and entries of the charges register of title number [];
VAT	has the meaning given to that term in the Contract;
Yearly Rent	means One pound (£1) per annum (if demanded), (exclusive).

2 Interpretation

- 2.1 The expression “**the Landlord**” shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term while the expression “the Tenant” shall include the Tenant’s successors in title and assigns.
- 2.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 2.3 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 2.4 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 2.5 A reference to the term is to the Term.
- 2.6 A reference to the end of the term is to the end of the term however it ends.
- 2.7 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 2.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 2.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.10 Unless the context otherwise requires, any words following the term including, include, in particular, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 2.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.12 A reference to writing and written excludes fax and email.
- 2.13 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 2.14 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 2.15 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 2.16 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 2.17 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 2.18 Where there is any inconsistency between the terms of the Contract and this Lease the Contract shall prevail.

3 Demise and rent

- 3.1 The Landlord lets the Property to the Tenant for the Term.
- 3.2 The grant is made together with the Rights, excepting and reserving to the Landlord the Reserved Rights, and subject to the Third Party Rights.
- 3.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- 3.3.1 the Yearly Rent and all VAT in respect of it; and
 - 3.3.2 all other sums due under this lease.

4 Tenant's covenants

The Tenant covenants with the Landlord as follows:

4.1 To Pay Rent

To pay the Yearly Rent reserved in clause 3.

4.2 Signs

Save where necessary to comply with its obligations or as permitted under the Contract not to affix, place or exhibit or permit or suffer to be affixed, placed or exhibited to or upon the exterior of any part of the Property or to or through any windows or to or upon any boundary wall rail or fence at the Property any sign, placard, poster, signboard or other advertisement save as may have been previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed.

4.3 User

4.3.1 Not to use or permit or suffer the Property to be used otherwise than for the Authorised Use.

4.3.2 Not to:

- (a) organise or permit any gambling upon the Property;
- (b) permit the sale or consumption of tobacco or tobacco related products; or
- (c) use the Property for any illegal purposes nor for any purpose or in a manner that would or is likely to cause loss, damage, injury, nuisance or inconvenience to the Landlord or the owners or occupiers of any neighbouring property.

4.3.3 The tennis courts on the Property will be available for public booking during the times set out in the Contract.

4.4 Rates and taxes

4.4.1 The Tenant shall pay all present and future rates, taxes and other impositions in accordance with the Contract in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

4.4.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

4.5 Utilities

The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

4.6 Tenant's covenant for repair

4.6.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition;
- (b) ensure that any Conducting Media forming part of the Property is kept in good working order; and
- (c) keep the Property clean, tidy and clear of rubbish.

4.6.2 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 4.6.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand. Any action taken by the Landlord pursuant to this clause 4.6.2 shall be without prejudice to the Landlord's other rights, including those under clause 6.

4.7 Insurance

Each party shall be responsible for maintaining appropriate insurance in accordance with the arrangements agreed in the Contract.

4.8 Alterations

4.8.1 Subject as may be permitted under the Contract, the Tenant shall not make any alteration or addition to the Property and shall not make any opening in any boundary of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

4.8.2 Subject to the terms of the Contract, the Tenant shall not install any electronic communications apparatus on the Property or on the outside of any building erected from time to time on the Property, other than such that is reasonably required for the provision of an electronic communications service to the Property that is required for the proper and reasonable use of the Property for the Authorised Use.

4.8.3 Subject as may be permitted under the Contract, the Tenant shall not erect or place any temporary buildings or structures on the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

4.8.4 Subject as may be permitted under the Contract the Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

4.9 Third Party Rights

4.9.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

4.9.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

4.10 Compliance with laws

4.10.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Conducting Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

4.10.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

4.10.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

4.11 Alienation

Subject as may be permitted under the Contract, not to assign, underlet, charge, part with the possession or share the possession, use or occupation of the whole or any part or parts of the Property nor enter into a binding agreement to do any of the same.

4.12 Assignments

4.12.1 In the event that the Contract is novated, the Tenant shall assign this lease to the same party to which the Contract is novated to.

4.13 Sharing occupation

If consent is granted under the terms of the Contract, the Tenant may share occupation of the Property for Third Party Use (as defined in the Contract).

4.14 Charing

4.14.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

4.14.2 The Tenant shall not charge part only of this lease.

4.15 Closure of the registered title of this Lease

Within one month after the end of the Term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4.16 Costs

4.16.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
- (d) any consent or approval applied for under this lease, whether or not it is granted.

- 4.16.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis provided that the Landlord shall take reasonable steps to see that any solicitors or other professional costs and expenses are reasonable.

4.17 Encroachments, obstructions and acquisition of rights

- 4.17.1 Subject as may be permitted under the Contract, the Tenant shall not grant any right or licence over the Property to any person.
- 4.17.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
 - (b) take all steps at the Landlord's cost (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 4.17.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 4.17.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 4.17.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all steps at the Landlord's cost (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

4.18 To Yield Up

To yield up the Property in accordance with the provisions of this lease and the Contract provided that the Landlord may treat as abandoned by the Tenant any property not removed by the Tenant prior to the expiration of the Term and may as agent of the Tenant (and the Landlord is hereby irrevocably appointed by the Tenant to act in that capacity) arrange for the removal and destruction or sale of the same after having given the Tenant at least 28 days' prior written notice of its intention to carry out such removal and destruction and having given the Tenant reasonable opportunity within such notice period to remove any such property.

4.19 Common Items

The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Services, structures and other items on the Retained Land which are used or capable of being used by the Property in common with other land.

5 Landlord's covenant

The Landlord covenants with the Tenant that the Tenant shall and may peaceably and quietly hold and enjoy the Property during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

6 Provisos agreements and declarations

Provided always and it is hereby expressly agreed as follows:

6.1 Remedies

Any breach of the covenants and obligations in this Lease by the Tenant shall be dealt with by way of clause 6.2 and the remedies specified in the Contract and/or clause 6.3.

6.2 Early Termination of the Term

If the Contract is terminated or determines for any reason in accordance with the terms of the Contract then this Lease shall automatically determine on the same date without any further notice being served under this Lease but without prejudice to any claim by either party against the other in respect of any antecedent breach of any covenant or condition contained in this Lease and on such determination it shall be lawful for the Landlord at any time thereafter to re-enter the Property or any part of the Property in the name of the whole.

6.3 Re-entry and forfeiture

6.3.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any breach of any condition of, or tenant covenant in, this lease.

6.3.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

6.4 Provisions in relation to rights

6.4.1 Save for the rights expressly granted nothing in this Lease shall by implication of law or otherwise operate to confer on the Tenant any easement, right or privilege whatsoever over or against the Retained Land or any other property of the Landlord which might in any way restrict or prejudicially affect the future rebuilding

alteration or development of the Retained Land or such other property.

- 6.4.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 6.4.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.
- 6.4.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Authorised Use.
- 6.4.5 The Tenant shall comply with all laws relating to its use of any part of the Retained Land pursuant to the Rights.
- 6.4.6 The Reserved Rights may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord. To the extent that the exercise of any Reserved Rights impacts upon the operation of the Property by the Tenant, this will be dealt with in accordance with the Contract.
- 6.4.7 The provisions relating to VAT in the Contract shall apply to any payment due or payable under the terms of this Lease.

6.5 Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the 1954 Act is excluded, except to the extent that the legislation prevents that right being excluded.

6.6 Security of Tenure - Exclusion of sections 24 to 28 of the 1954 Act

- 6.6.1 The parties confirm that before the Tenant became contractually bound to enter into the tenancy created by this Lease:
 - (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease; and
 - (b) made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the 1954 Act.
- 6.6.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

6.7 Notices

The service and receipt of notices shall be undertaken in accordance with the terms of the Contract.

6.8 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Lease shall not have any rights under or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.

6.9 Warranty on Use

Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

6.10 Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

6.11 Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

6.12 Local Authority Landlord's Capacity and Powers

The Landlord enters into this Lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this Lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

This Lease is executed as a deed and is delivered on the date stated at the beginning of this Lease.

Schedule 1 Exceptions and reservations

- 1 A right of way at all times, with or without vehicles, plant machinery and/ or equipment over and along the roadway shown coloured brown on the Plan for the purpose of gaining access to and egress from the Retained Land
- 2 The right to the free and uninterrupted passage and running of Services to and from the Retained Land in and through the Conducting Media which now are or may at any time hereafter during the Term be in, upon, through, under or over the Property.
- 3 The right to maintain in, on, through, under or over the Property at any time during the Term any easements or services for the benefit of the Retained Land, the right to connect into any Conducting Media on the Property and the right to install and construct Conducting Media at the Property to serve any part of the Retained Land.
- 4 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term.
- 5 At any time during the term, the full and free right to develop any part of the Retained Land and any neighbouring or adjoining Property in which the Landlord acquires an interest during the term as the Landlord may think fit.
- 6 The right to build on or into any boundary wall of the Property in connection with any of the Reservations.
- 7 The right to re-route any Conducting Media at or serving the Property.
- 8 The right at any time during the Term in accordance with the conditions for such entry included within the Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Property to:
 - 8.1 inspect, maintain, relay, repair, replace or renew or execute any works whatever to or in connection with any of the Conducting Media easements or Services referred to in paragraphs 3 and 4 of this Schedule 1;
 - 8.2 to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reserved Rights;
 - 8.3 carry out any cleaning and or maintenance of the Landlord's Retained Land;
or
 - 8.4 exercise any of the rights granted or reserved to the Landlord by this Lease or the Contract,the Landlord exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Tenant's reasonable satisfaction.
- 9 All liberties, privileges, easements, quasi-easements, rights and advantages whatsoever now held or enjoyed with or appertaining or reputed to appertain to any other part of the Retained Land provided always that those matters or any of them reserved pursuant to this paragraph do not materially interfere with the Tenant's proper performance and exercise of its obligations and rights contained in the Contract.

- 10 The right to deal in any manner whatsoever with the Retained Land and to erect, maintain, rebuild or alter or suffer to be erected, maintained, rebuilt or altered thereon any buildings whatsoever.
- 11 The right of support and protection by and from the Property for adjoining buildings (whether now in existence or erected during the term) situated on the Retained Land.
- 12 The mines and minerals under the Property and the airspace above the buildings on the Property.

[DN: The Landlord reserves the right to revise these reservations on a site by site basis]

Schedule 2 Rights granted to the Tenant

- 1 The right of support and protection by and from the Retained Land for the Property and buildings (whether now in existence or erected during the term) situated on the Property.
- 2 The right at any time during the Term in accordance with the conditions for such entry included within the Contract or otherwise (if no such conditions apply) at reasonable times and after reasonable prior written notice (except in an emergency when no notice shall be required) to enter upon the Retained Land to:
 - 2.1 carry out any cleaning and or maintenance of the Property; or
 - 2.2 exercise any of the rights granted or reserved to the tenant by this Lease or the Contract,

the Tenant exercising such rights only if such works cannot reasonably be effected without such entry and causing as little inconvenience as possible and remedying any physical damage so caused to the Landlord's reasonable satisfaction.

EXECUTED AS A DEED by the affixing of)
THE COMMON SEAL of **THE SHEFFIELD**)
CITY COUNCIL in the presence of:)

Authorised Signatory

[TENANT'S EXECUTION CLAUSE]

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

Document is Restricted

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Appendix 11 – Survey Results from the Hillsborough Park Activity Hub Consultation April 2022



The consultation was live from 04/04/2022 to 02/05/2022

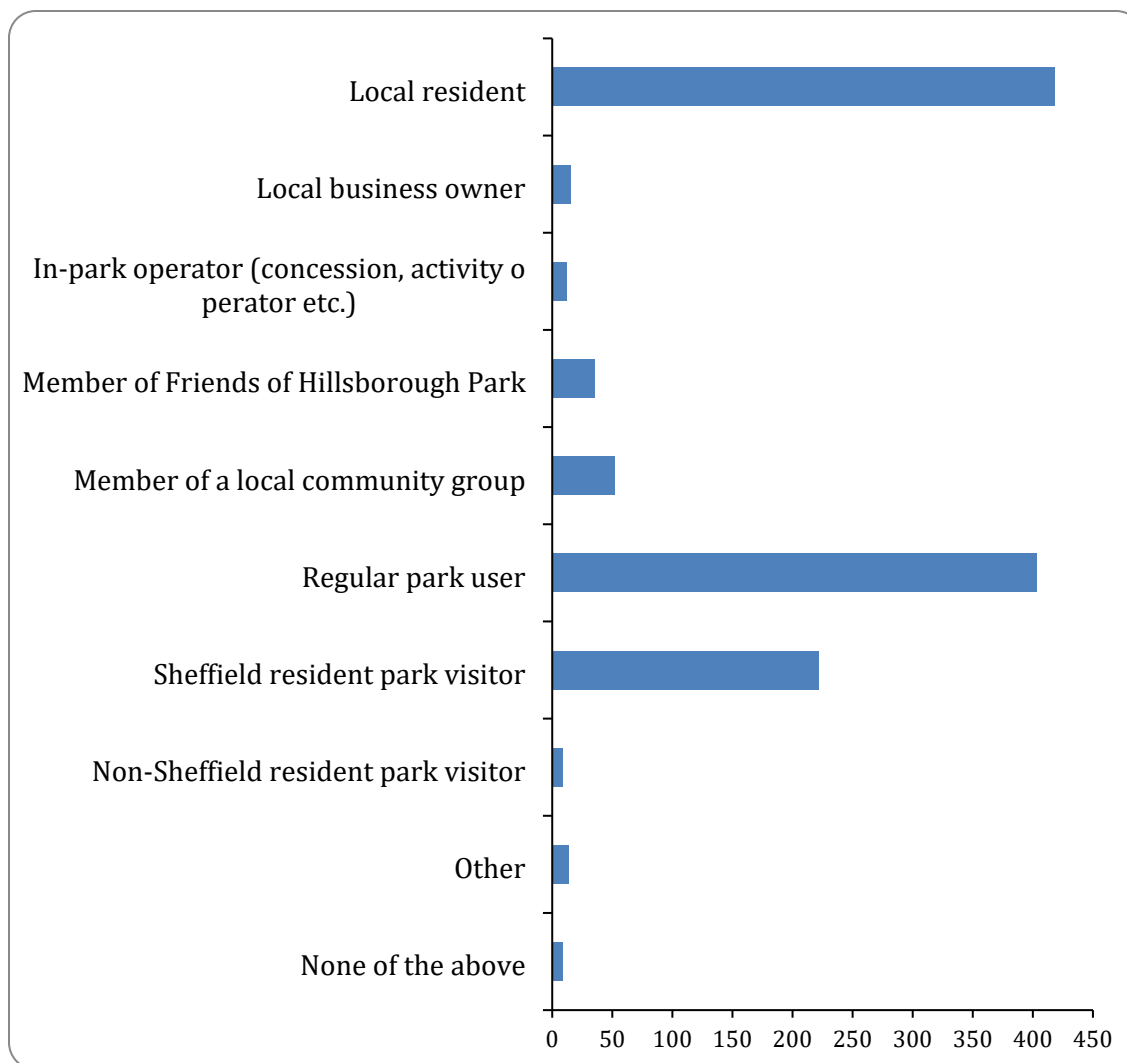
There were 607 responses to this survey

A series of FAQs were provided to give greater context to the proposal – these can be found on page 40 of this document.

1: What type of involvement do you have with Hillsborough Park? Please select all that are relevant.

Q1 stakeholder

There were 607 responses to this part of the question.



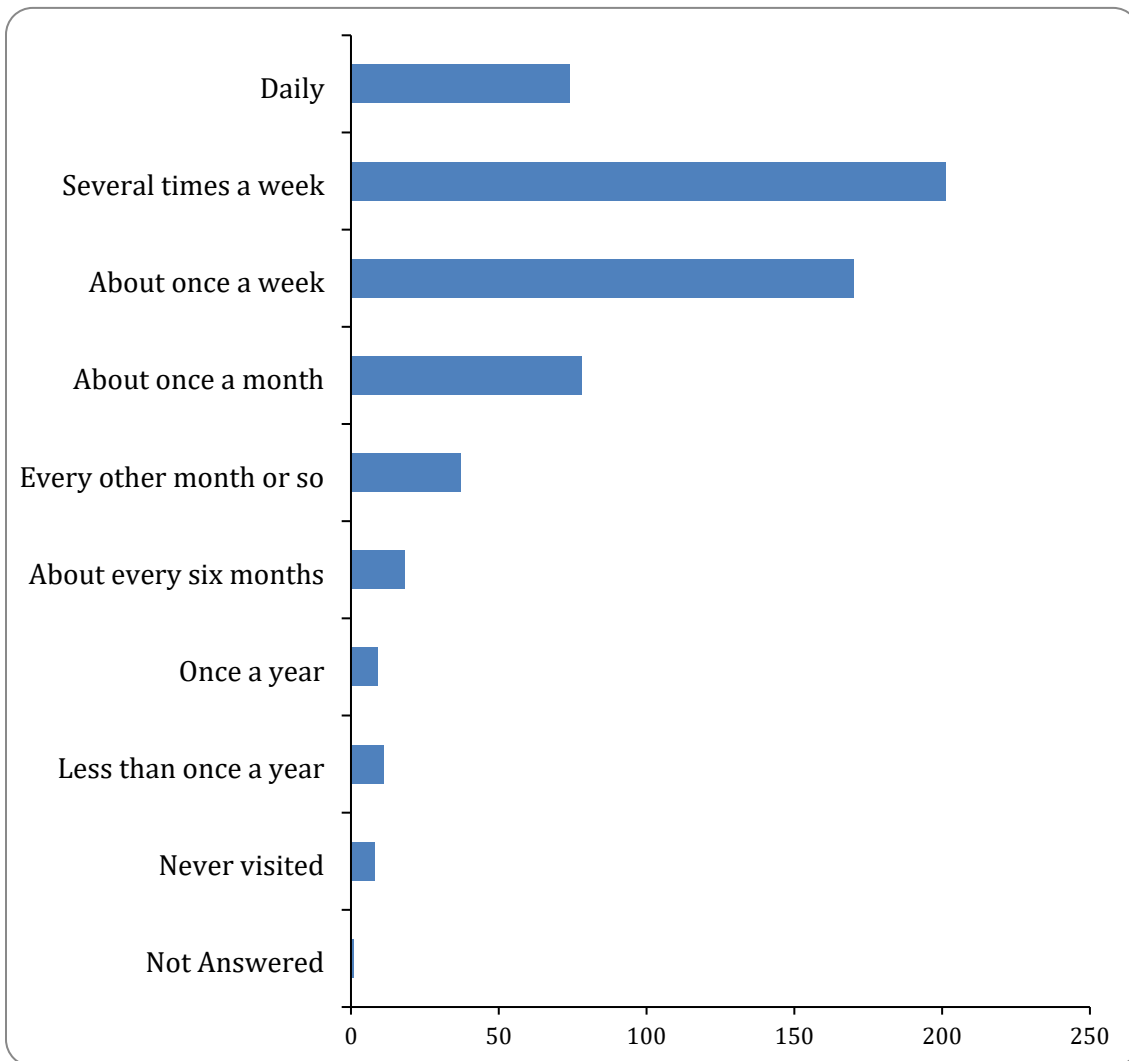
Option	Total	Percent
Local resident	418	68.86%
Local business owner	15	2.47%
In-park operator (concession, activity operator etc.)	12	1.98%
Member of Friends of Hillsborough Park	35	5.77%
Member of a local community group	52	8.57%
Regular park user	403	66.39%
Sheffield resident park visitor	222	36.57%
Non-Sheffield resident park visitor	9	1.48%

Other	14	2.31%
None of the above	9	1.48%
Not Answered	0	0.00%

2: How often do you visit Hillsborough Park?

Q2 visiting

There were 606 responses to this part of the question.



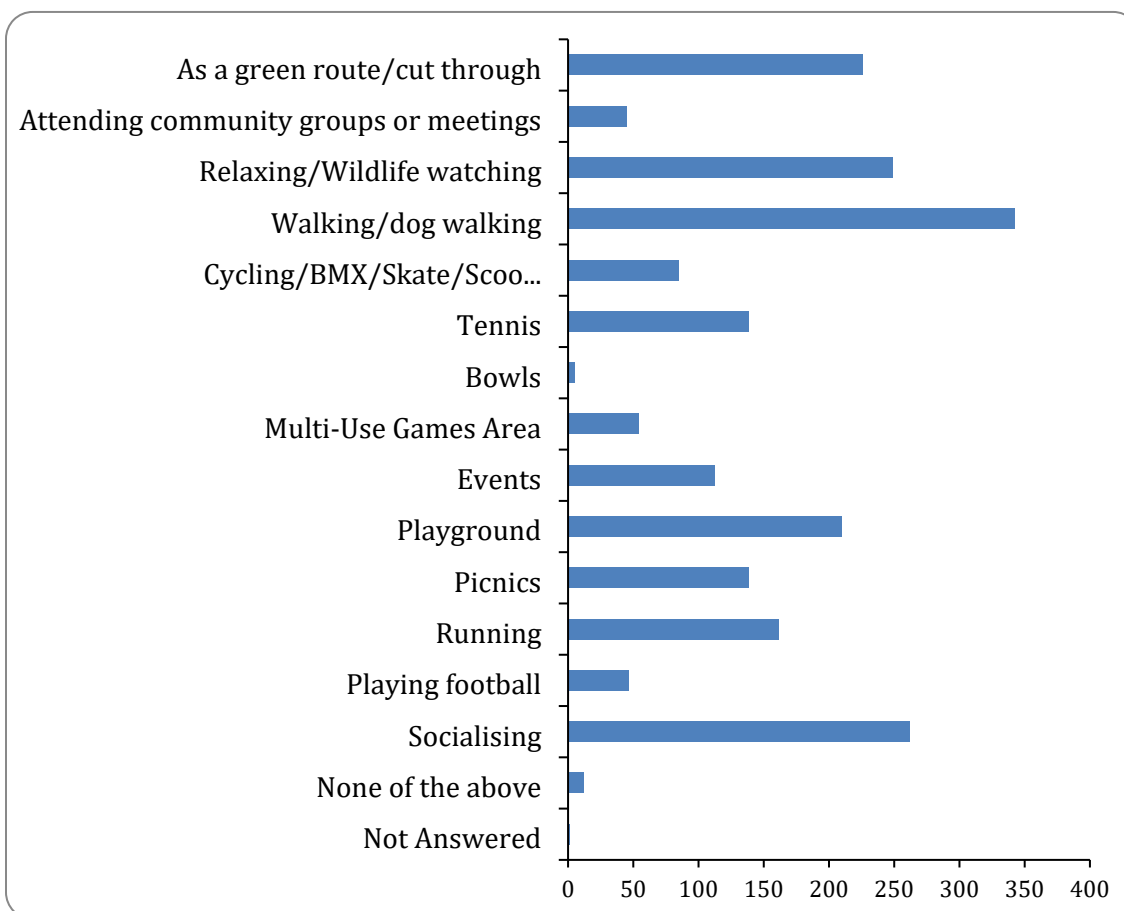
Option	Total	Percent
Daily	74	12.19%
Several times a week	201	33.11%
About once a week	170	28.01%
About once a month	78	12.85%
Every other month or so	37	6.10%

About every six months	18	2.97%
Once a year	9	1.48%
Less than once a year	11	1.81%
Never visited	8	1.32%
Not Answered	1	0.16%

3: What are your main reasons for visiting the park? Please select all that apply.

Q3 visiting

There were 606 responses to this part of the question.



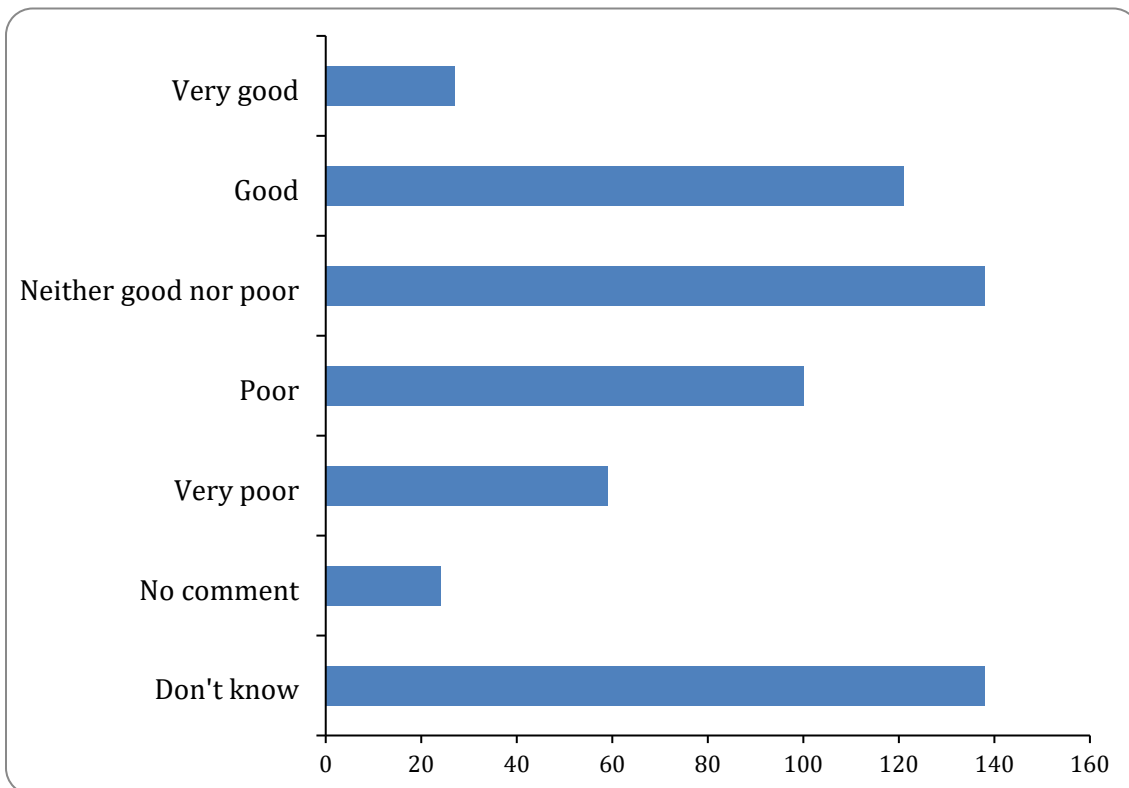
Option	Total	Percent
As a green route/cut through	226	37.23%
Attending community groups or meetings	45	7.41%
Relaxing/Wildlife watching	249	41.02%
Walking/dog walking	342	56.34%

Cycling/BMX/Skate/Scoot	85	14.00%
Tennis	138	22.73%
Bowls	5	0.82%
Multi-Use Games Area	54	8.90%
Events	112	18.45%
Playground	210	34.60%
Picnics	138	22.73%
Running	161	26.52%
Playing football	46	7.58%
Socialising	262	43.16%
None of the above	12	1.98%
Not Answered	1	0.16%

4: Focusing on the multi-use games area, how do you rate the following?

Q4 MUGA rating - Multi-use games area (MUGA) surface

There were 607 responses to this part of the question.

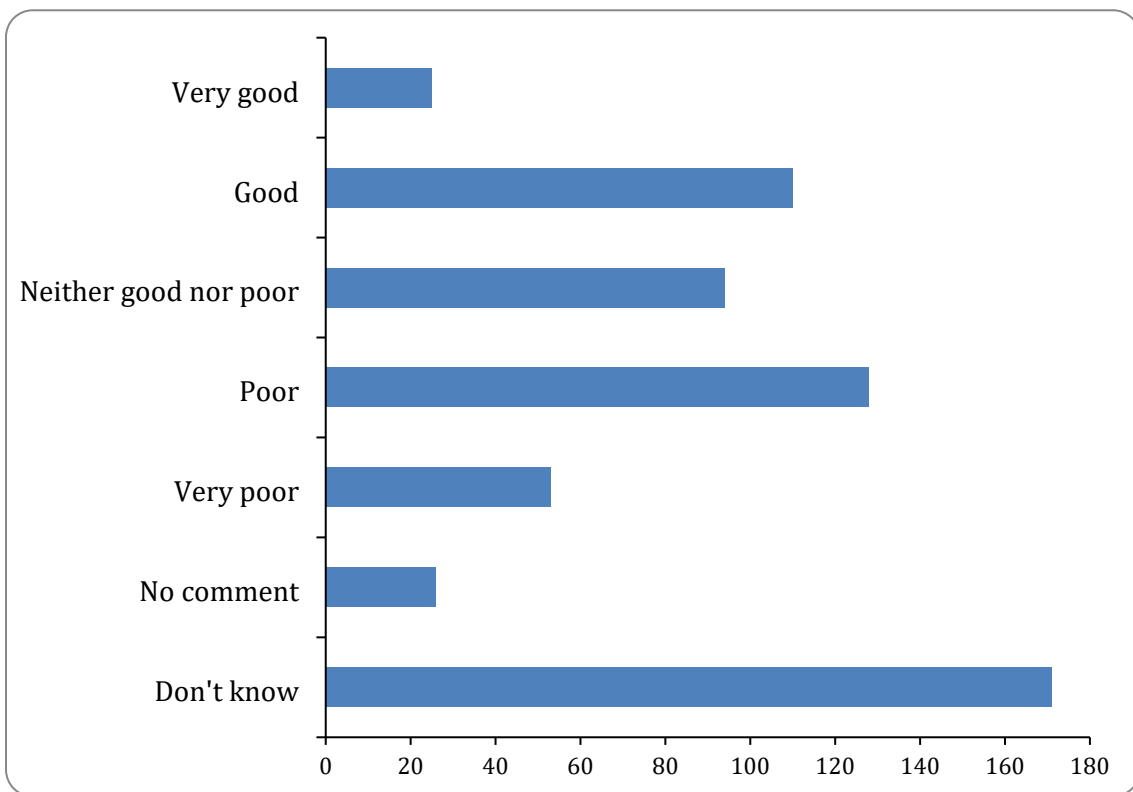


Option	Total	Percent
Very good	27	4.45%
Good	121	19.93%
Neither good nor poor	138	22.73%

Poor	100	16.47%
Very poor	59	9.72%
No comment	24	3.95%
Don't know	138	22.73%
Not Answered	0	0.00%

Q4 MUGA rating - Multi-use games area (MUGA) lighting

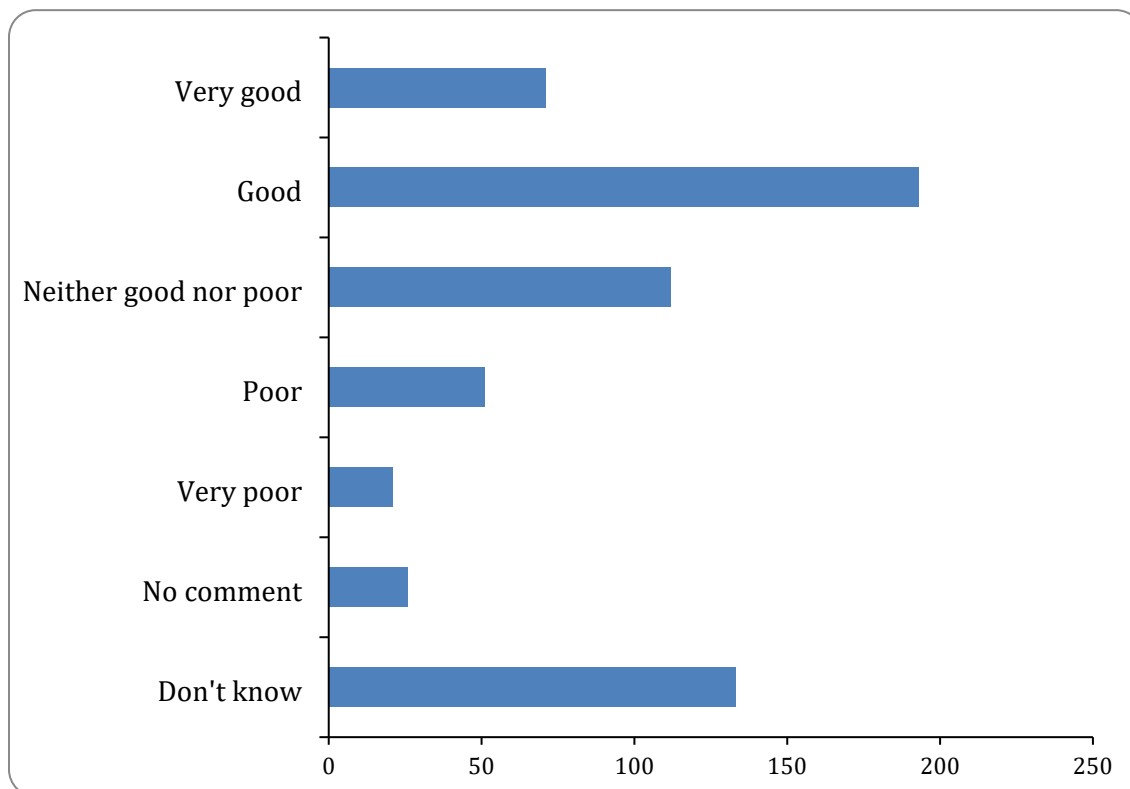
There were 607 responses to this part of the question.



Option	Total	Percent
Very good	25	4.12%
Good	110	18.12%
Neither good nor poor	94	15.49%
Poor	128	21.09%
Very poor	53	8.73%
No comment	26	4.28%
Don't know	171	28.17%
Not Answered	0	0.00%

Q4 MUGA rating - Accessibility to the Multi-use games area (MUGA)

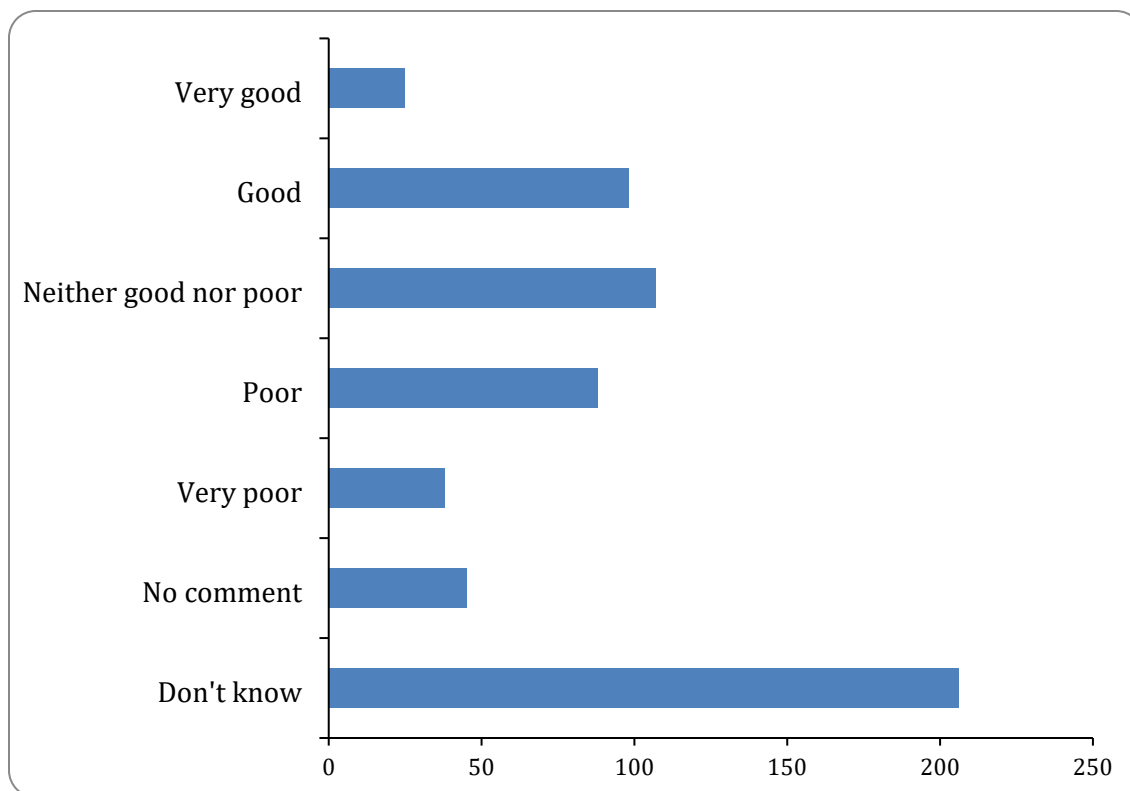
There were 607 responses to this part of the question.



Option	Total	Percent
Very good	71	11.70%
Good	193	31.80%
Neither good nor poor	112	18.45%
Poor	51	8.40%
Very poor	21	3.46%
No comment	26	4.28%
Don't know	133	21.91%
Not Answered	0	0.00%

Q4 MUGA rating - Table Tennis

There were 607 responses to this part of the question.

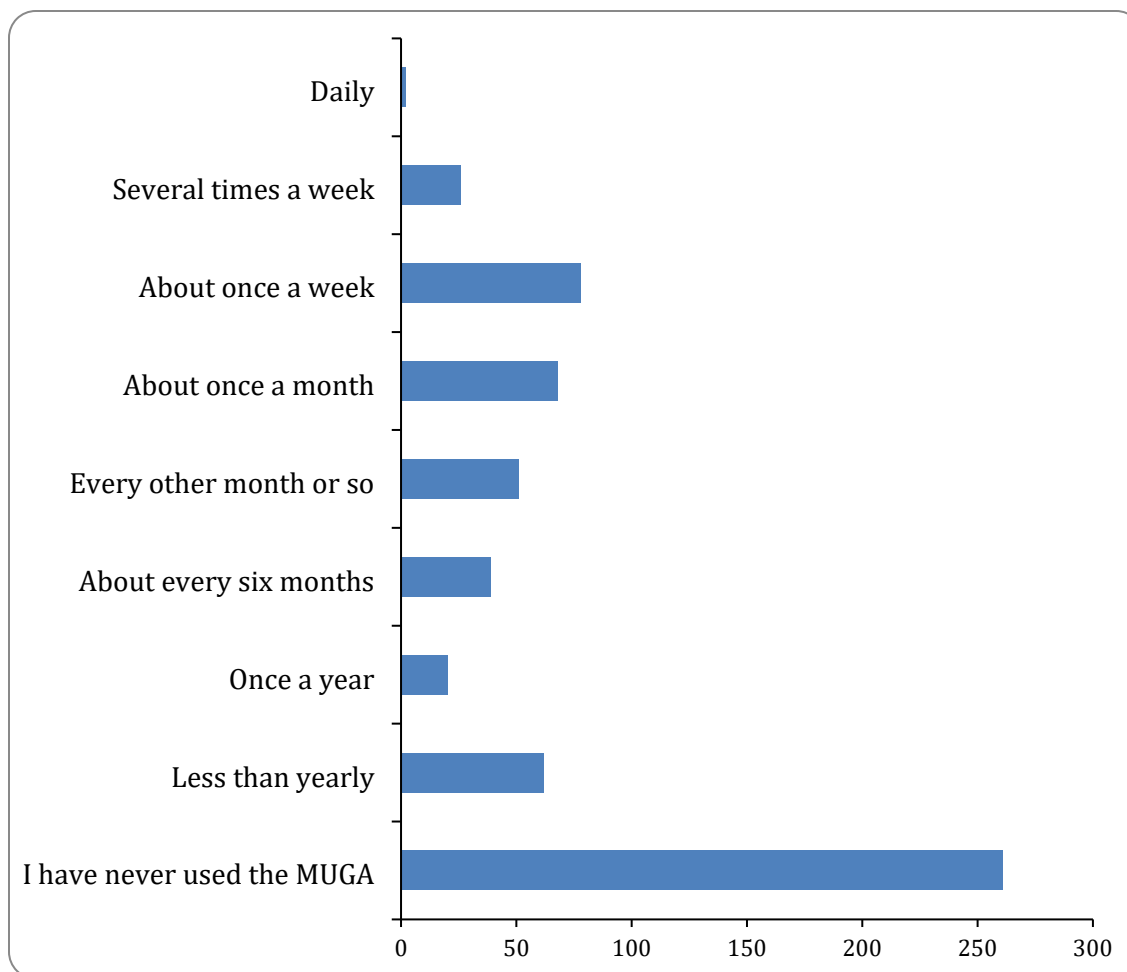


Option	Total	Percent
Very good	25	4.12%
Good	98	16.14%
Neither good nor poor	107	17.63%
Poor	88	14.50%
Very poor	38	6.26%
No comment	45	7.41%
Don't know	206	33.94%
Not Answered	0	0.00%

5: How often to you use the Multi-Use Games Area?

Q5 MUGA use

There were 607 responses to this part of the question.

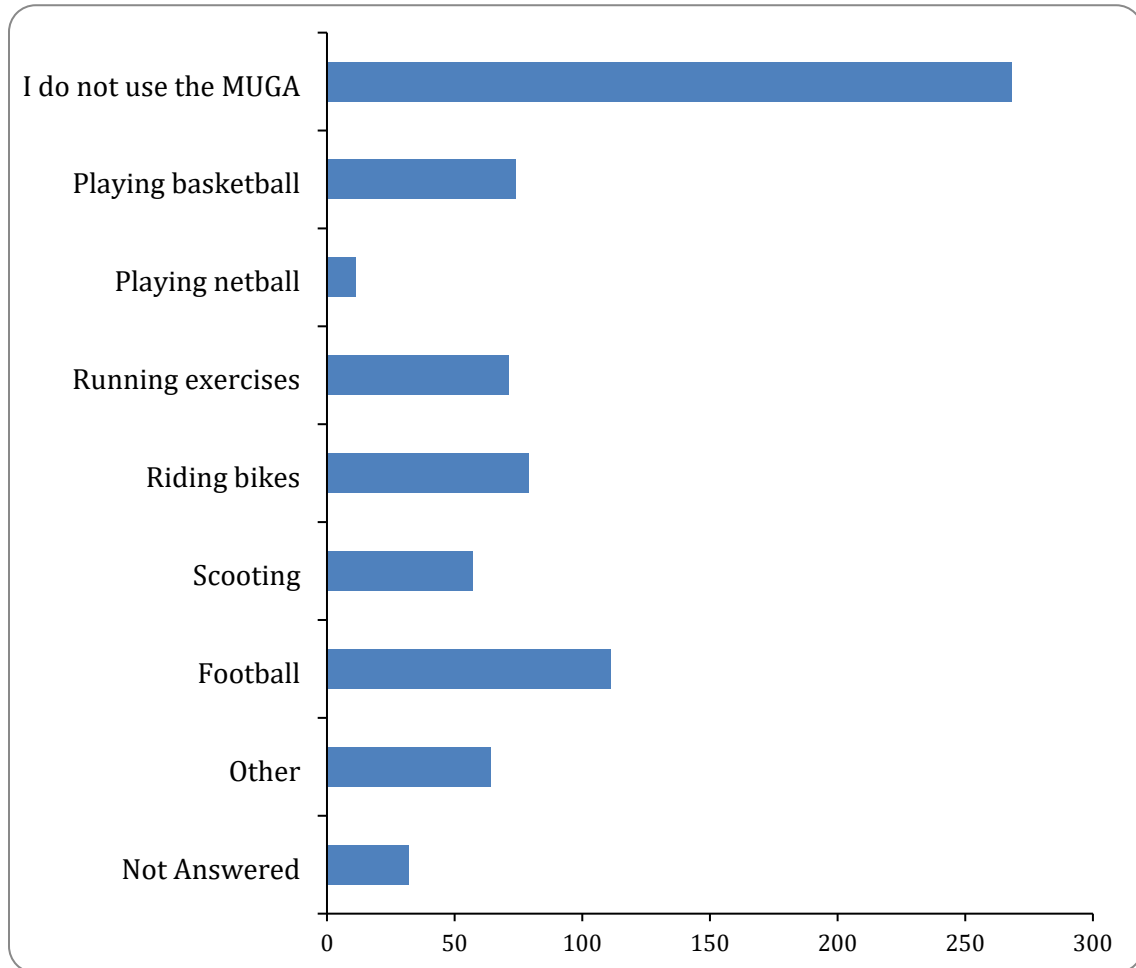


Option	Total	Percent
Daily	2	0.33%
Several times a week	26	4.28%
About once a week	78	12.85%
About once a month	68	11.20%
Every other month or so	51	8.40%
About every six months	39	6.43%
Once a year	20	3.29%
Less than yearly	62	10.21%
I have never used the MUGA	261	43.00%
Not Answered	0	0.00%

6: What do you use the Multi-Use Games Area [MUGA] for? Please select all that apply.

Q6 MUGA Use

There were 575 responses to this part of the question.



Option	Total	Percent
I do not use the MUGA	268	44.15%
Playing basketball	74	12.19%
Playing netball	11	1.81%
Running exercises	71	11.70%
Riding bikes	79	13.01%
Scooting	57	9.39%
Football	111	18.29%
Other	64	10.54%
Not Answered	32	5.27%

Q6 MUGA use comments

There were 74 responses to this part of the question which can be found in the raw data

7: Do you have any further comments about the existing Multi-Use Games Area? (e.g. usage, size, quality or anything else)

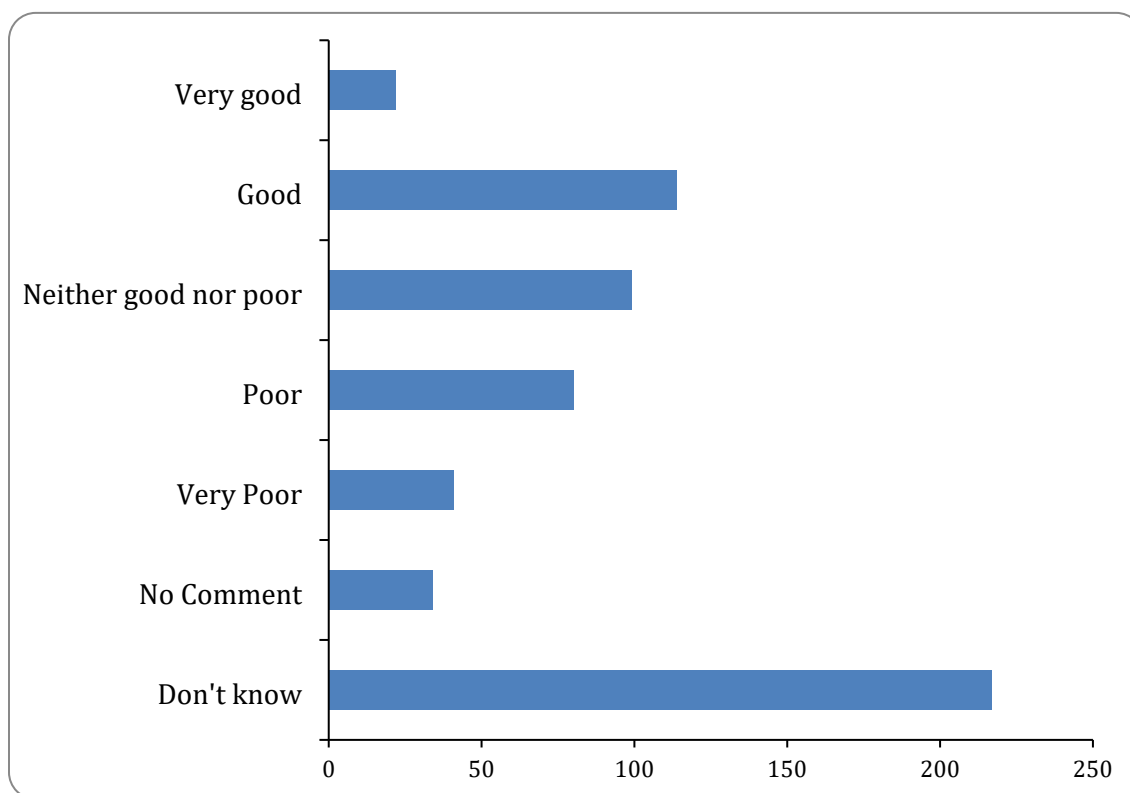
Q7 MUGA comments

There were 211 responses to this part of the question, which can be found in the raw data

8: Focusing on the tennis courts, how do you rate the following?

Q8 Tennis court rating - Tennis court surface

There were 607 responses to this part of the question.

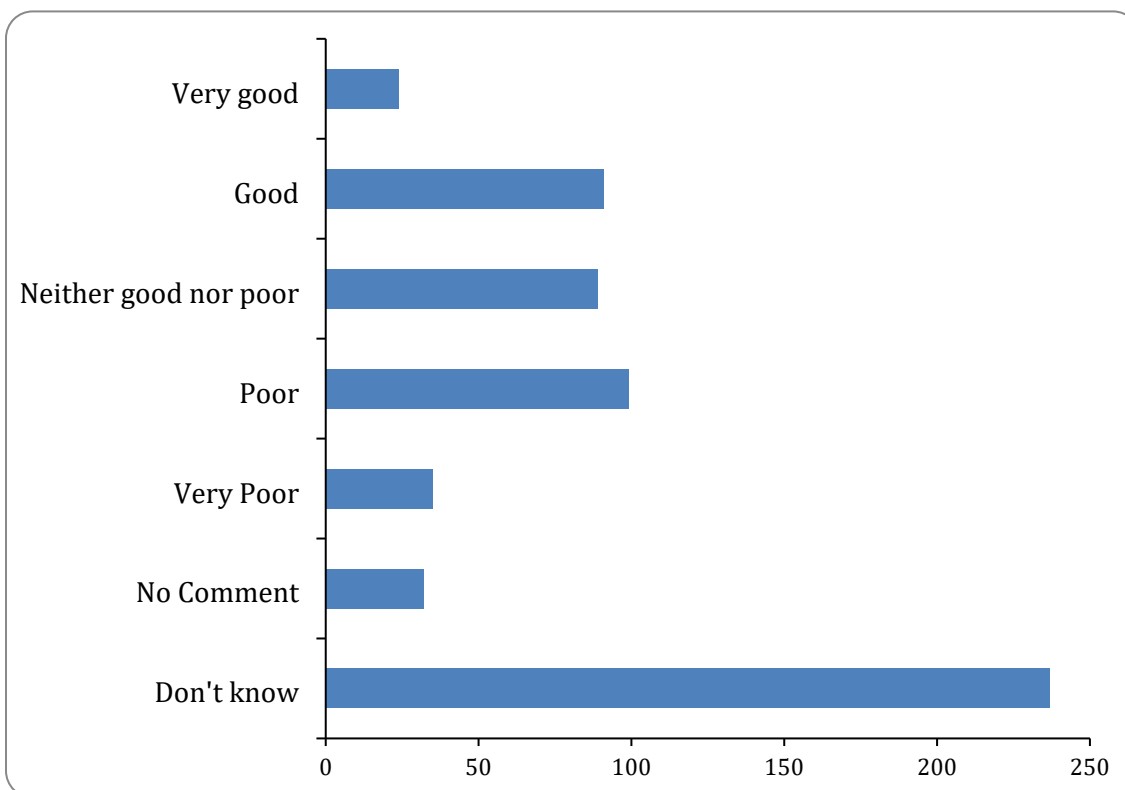


Option	Total	Percent
Very good	22	3.62%
Good	114	18.78%
Neither good nor poor	99	16.31%
Poor	80	13.18%

Very Poor	41	6.75%
No Comment	34	5.60%
Don't know	217	35.75%
Not Answered	0	0.00%

Q8 Tennis court rating - Tennis court lighting

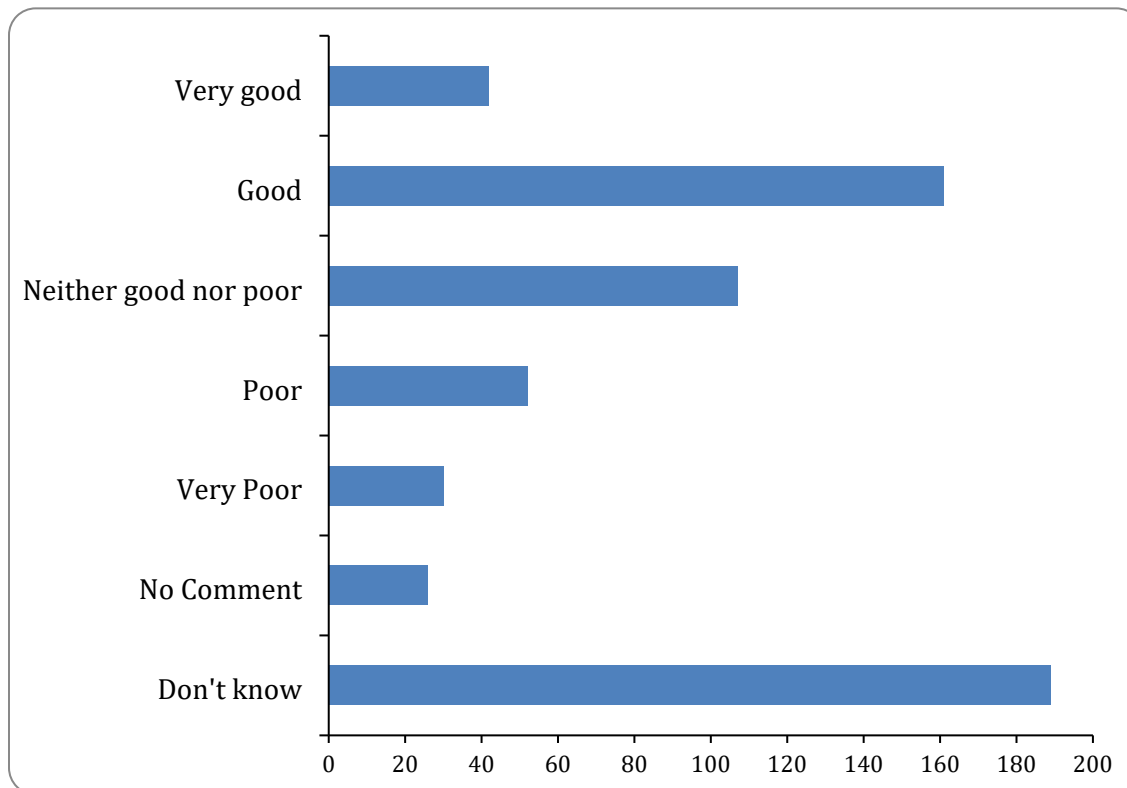
There were 607 responses to this part of the question.



Option	Total	Percent
Very good	24	3.95%
Good	91	14.99%
Neither good nor poor	89	14.66%
Poor	99	16.31%
Very Poor	35	5.77%
No Comment	32	5.27%
Don't know	237	39.04%
Not Answered	0	0.00%

Q8 Tennis court rating - Accessibility to the tennis court area

There were 607 responses to this part of the question.

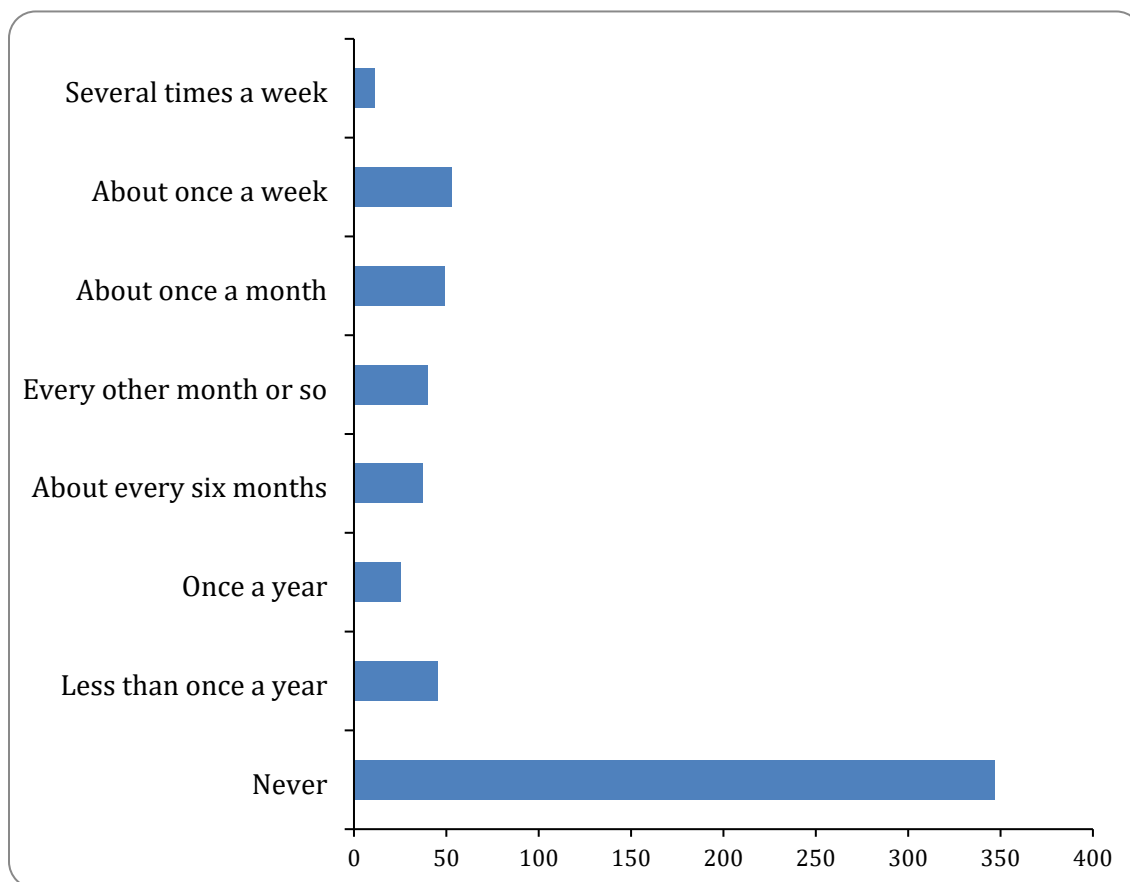


Option	Total	Percent
Very good	42	6.92%
Good	161	26.52%
Neither good nor poor	107	17.63%
Poor	52	8.57%
Very Poor	30	4.94%
No Comment	26	4.28%
Don't know	189	31.14%
Not Answered	0	0.00%

9: How often do you book to use the tennis courts?

Q9 tennis booking

There were 607 responses to this part of the question.



Option	Total	Percent
Several times a week	11	1.81%
About once a week	53	8.73%
About once a month	49	8.07%
Every other month or so	40	6.59%
About every six months	37	6.10%
Once a year	25	4.12%
Less than once a year	45	7.41%
Never	347	57.17%
Not Answered	0	0.00%

10: What do you think about the current tennis provision?

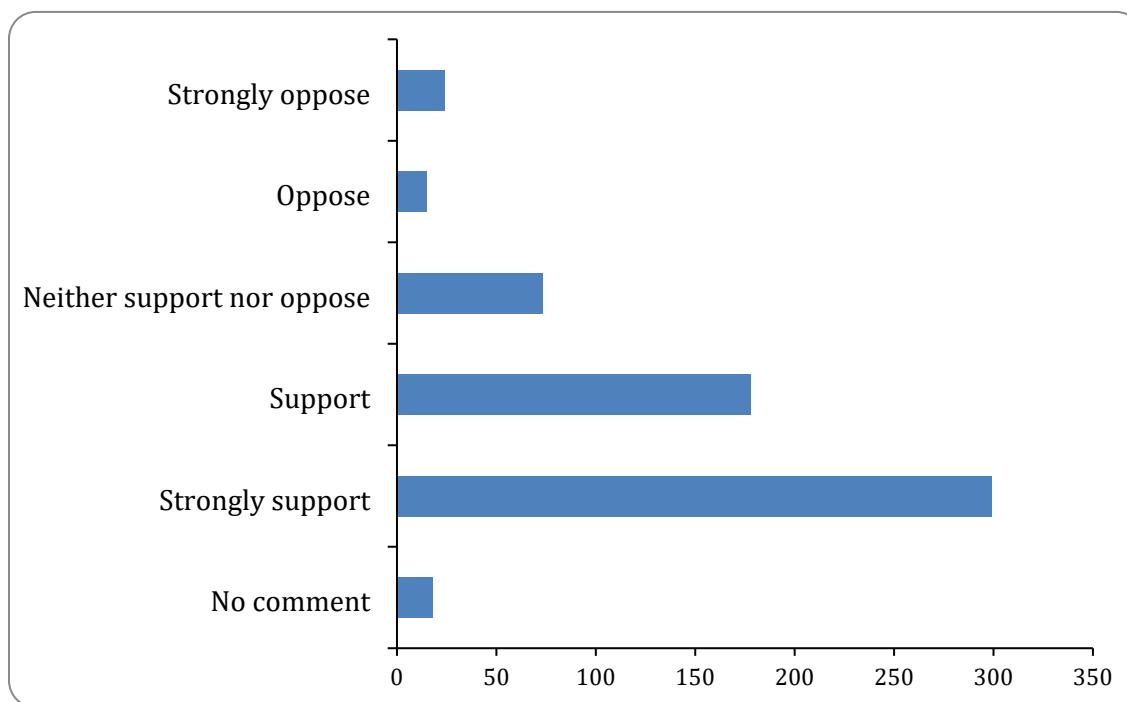
Q10 tennis comments

There were 246 responses to this part of the question.

11: We are exploring the option of renovating the tennis courts and Multi-Use Games Area into a Multi-Activity Hub. What do you think of these proposed new facilities?

Q11 new facilities - Resurfaced/floodlit tennis courts

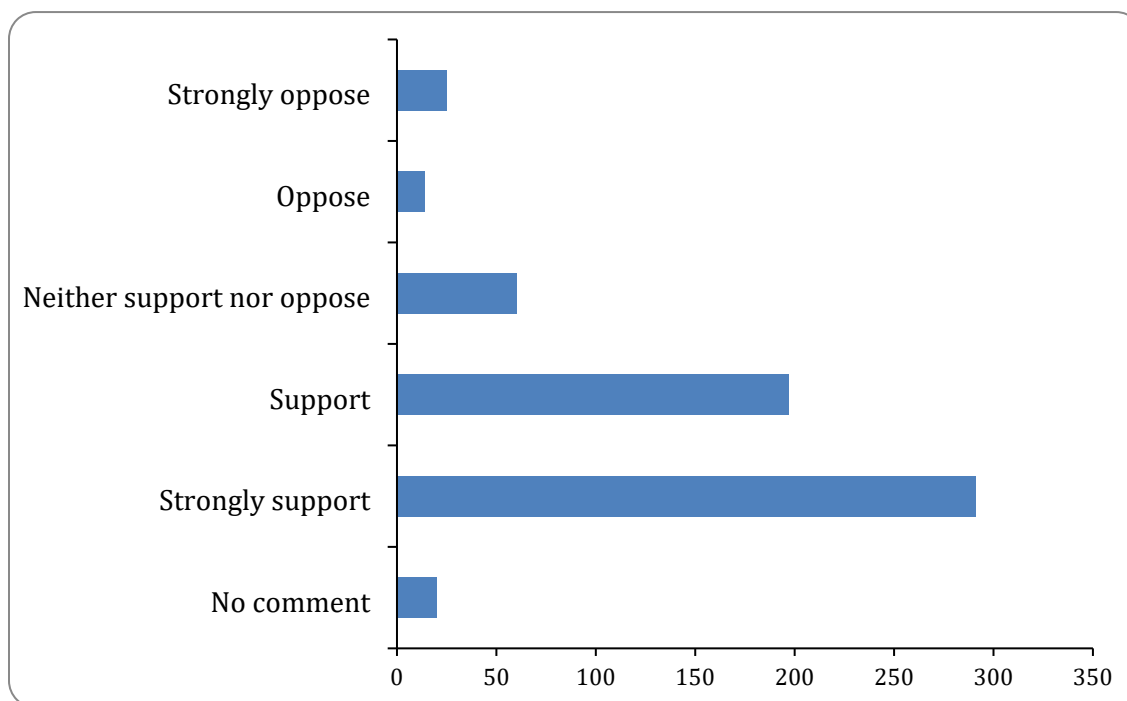
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	24	3.95%
Oppose	15	2.47%
Neither support nor oppose	73	12.03%
Support	178	29.32%
Strongly support	299	49.26%
No comment	18	2.97%
Not Answered	0	0.00%

Q11 new facilities - Resurfaced/floodlit MUGA (e.g. for football, basketball, cricket and netball)

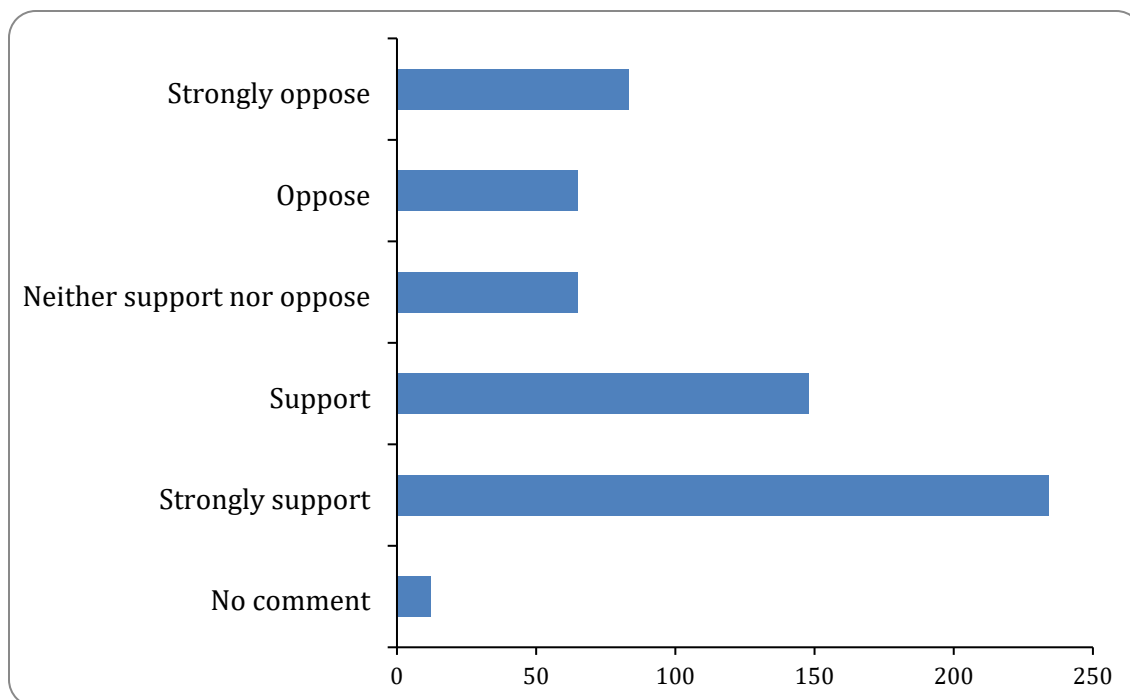
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	25	4.12%
Oppose	14	2.31%
Neither support nor oppose	60	9.88%
Support	197	32.45%
Strongly support	291	47.94%
No comment	20	3.29%
Not Answered	0	0.00%

Q11 new facilities - Indoor multi-purpose activity space (e.g. for 'pay as you go' exercise or community get-togethers)

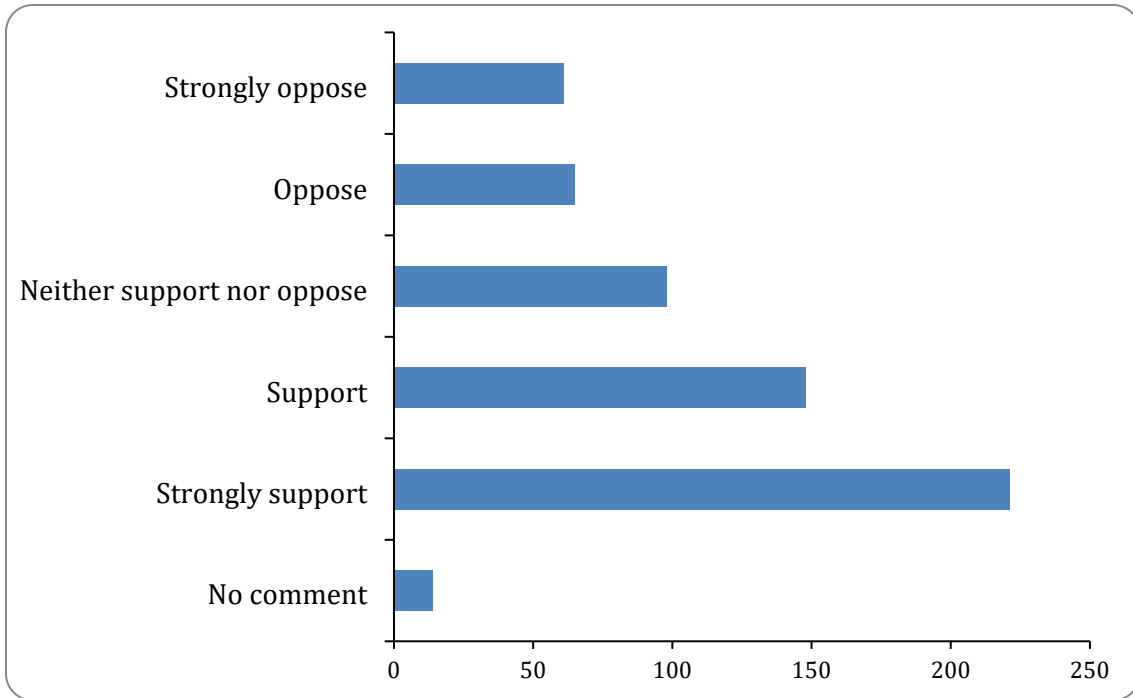
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	83	13.67%
Oppose	65	10.71%
Neither support nor oppose	65	10.71%
Support	148	24.38%
Strongly support	234	38.55%
No comment	12	1.98%
Not Answered	0	0.00%

Q11 new facilities - Landscaped mini golf/putting course

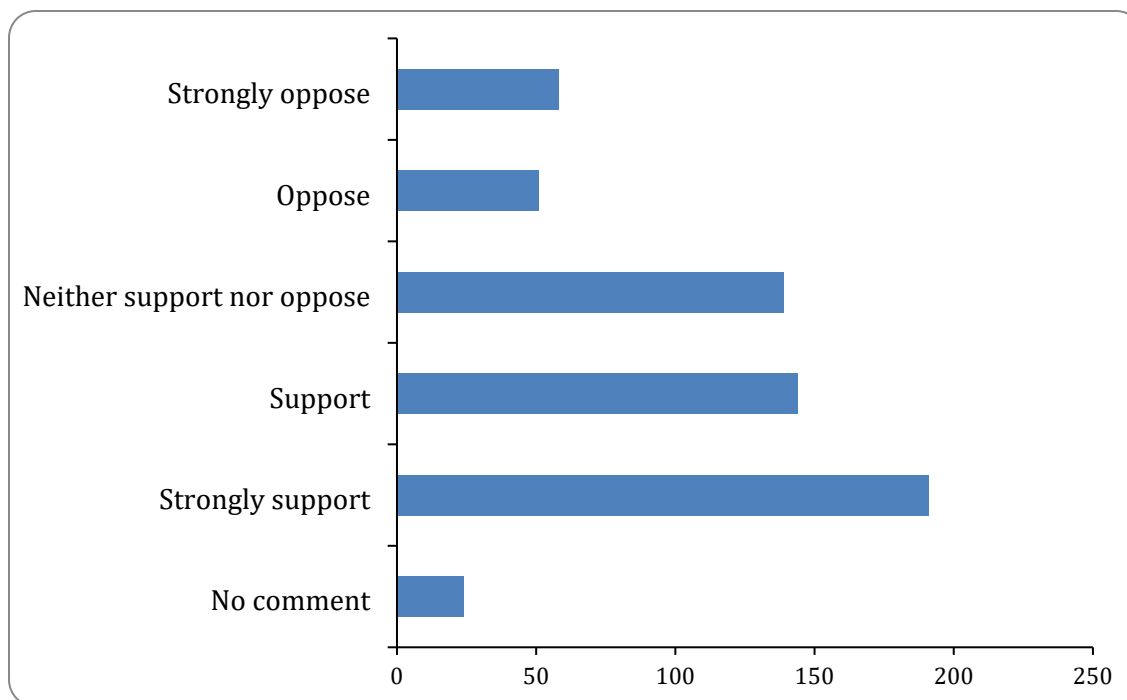
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	61	10.05%
Oppose	65	10.71%
Neither support nor oppose	98	16.14%
Support	148	24.38%
Strongly support	221	36.41%
No comment	14	2.31%
Not Answered	0	0.00%

Q11 new facilities - Covered padel tennis (easier, short court game) [additional info below]

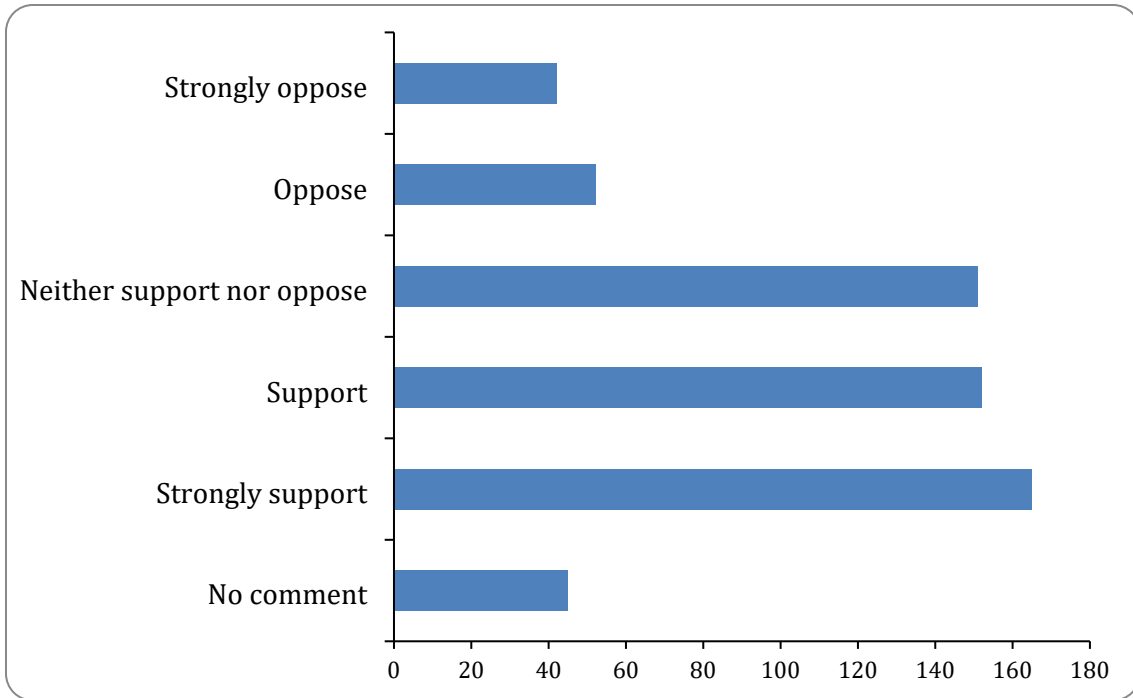
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	58	9.56%
Oppose	51	8.40%
Neither support nor oppose	139	22.90%
Support	144	23.72%
Strongly support	191	31.47%
No comment	24	3.95%
Not Answered	0	0.00%

Q11 new facilities - Shuffleboard/petanque [additional info below]

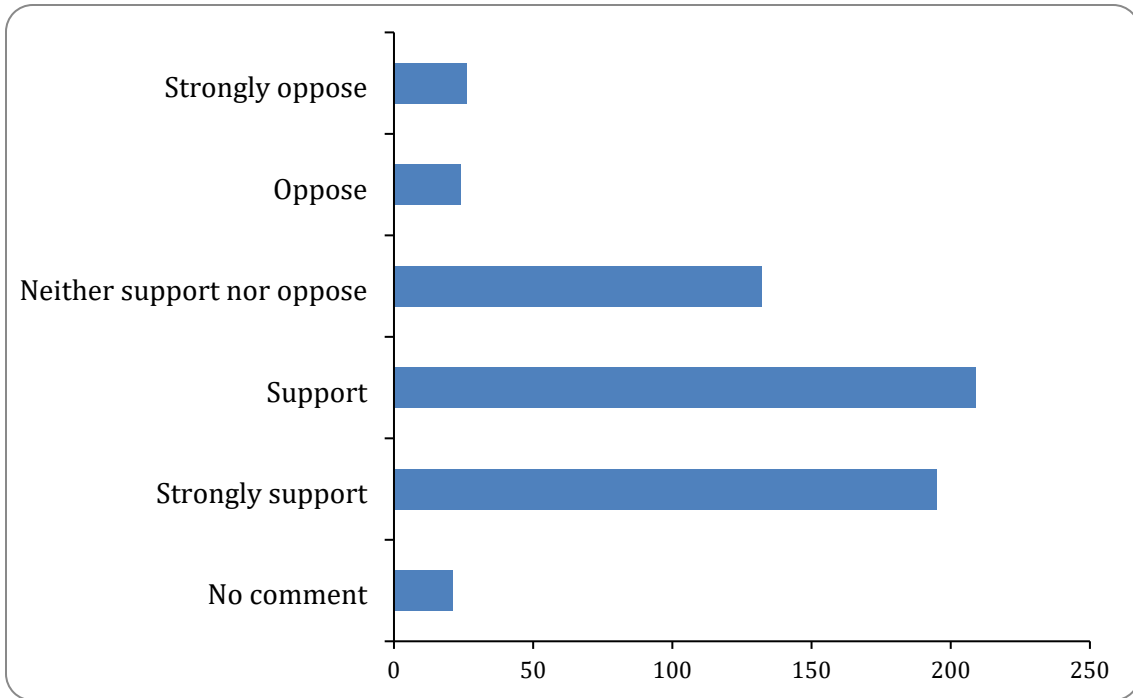
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	42	6.92%
Oppose	52	8.57%
Neither support nor oppose	151	24.88%
Support	152	25.04%
Strongly support	165	27.18%
No comment	45	7.41%
Not Answered	0	0.00%

Q11 new facilities - Table tennis tables

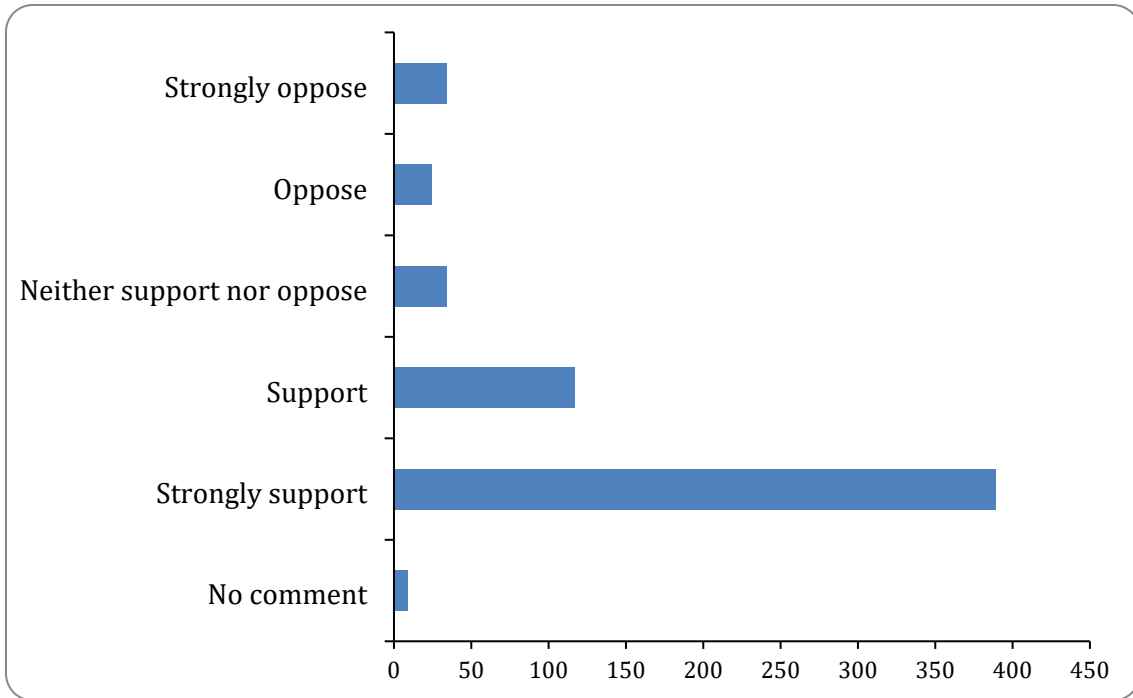
There were 607 responses to this part of the question.



Option	Total	Percent
Strongly oppose	26	4.28%
Oppose	24	3.95%
Neither support nor oppose	132	21.75%
Support	209	34.43%
Strongly support	195	32.13%
No comment	21	3.46%
Not Answered	0	0.00%

Q11 new facilities - Accessible toilets/welfare and catering facilities

There were 607 responses to this part of the question.

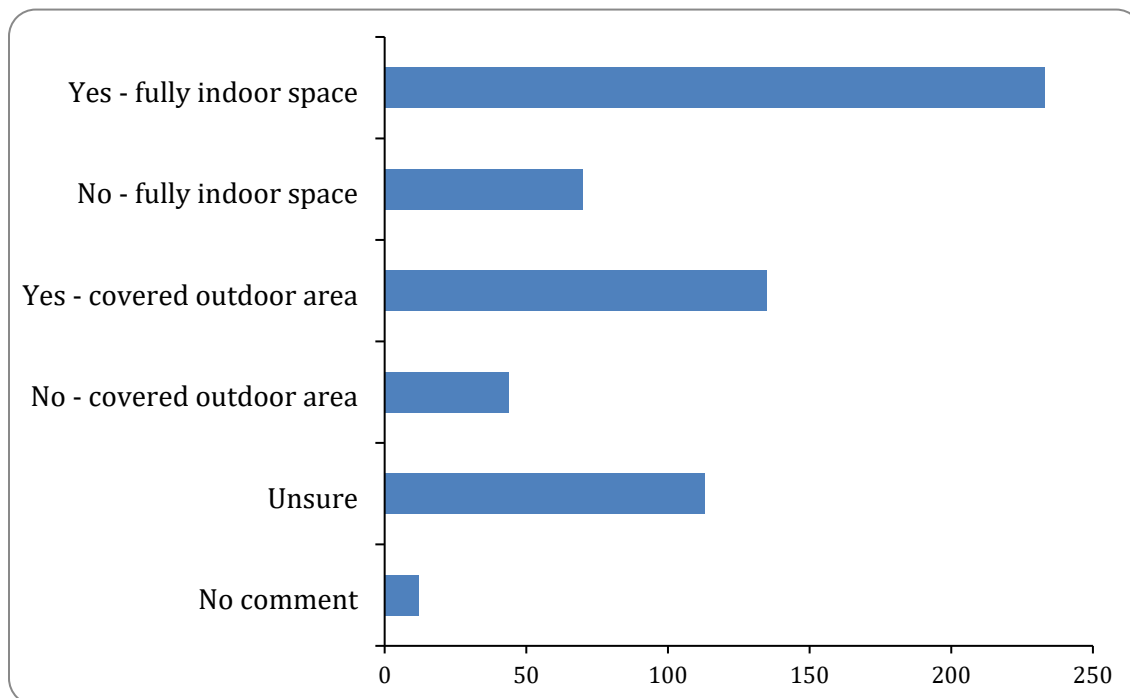


Option	Total	Percent
Strongly oppose	34	5.60%
Oppose	24	3.95%
Neither support nor oppose	34	5.60%
Support	117	19.28%
Strongly support	389	64.09%
No comment	9	1.48%
Not Answered	0	0.00%

12: From previous consultations regarding Hillsborough Park we have heard differing opinions around the need for additional indoor activity space in Hillsborough Park. Would you support a new indoor activity space for year-round use as part of the Activity Hub?

Q12 indoor area

There were 607 responses to this part of the question.

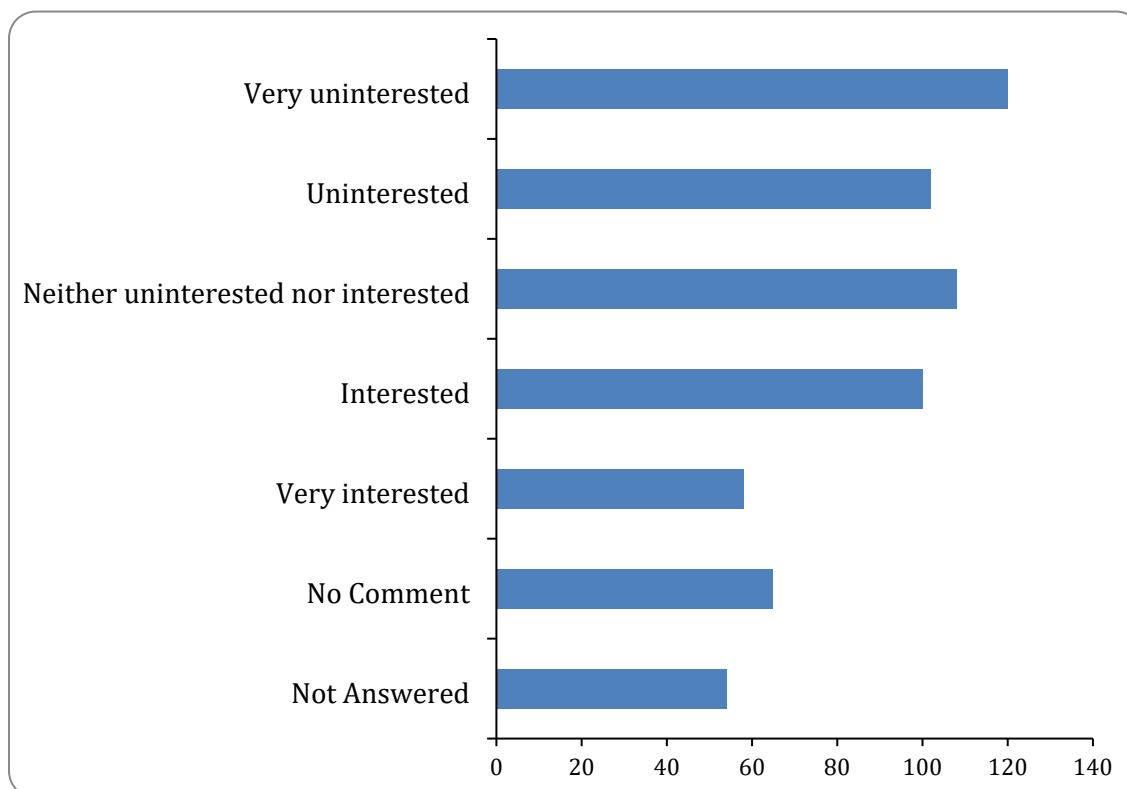


Option	Total	Percent
Yes - fully indoor space	233	38.39%
No - fully indoor space	70	11.53%
Yes - covered outdoor area	135	22.24%
No - covered outdoor area	44	7.25%
Unsure	113	18.62%
No comment	12	1.98%
Not Answered	0	0.00%

13: If you are supportive of an indoor activity space, how interested would you be in using an indoor space for the following activities?

Q13 indoor use - Gentle/moderate activity, e.g. chairbics

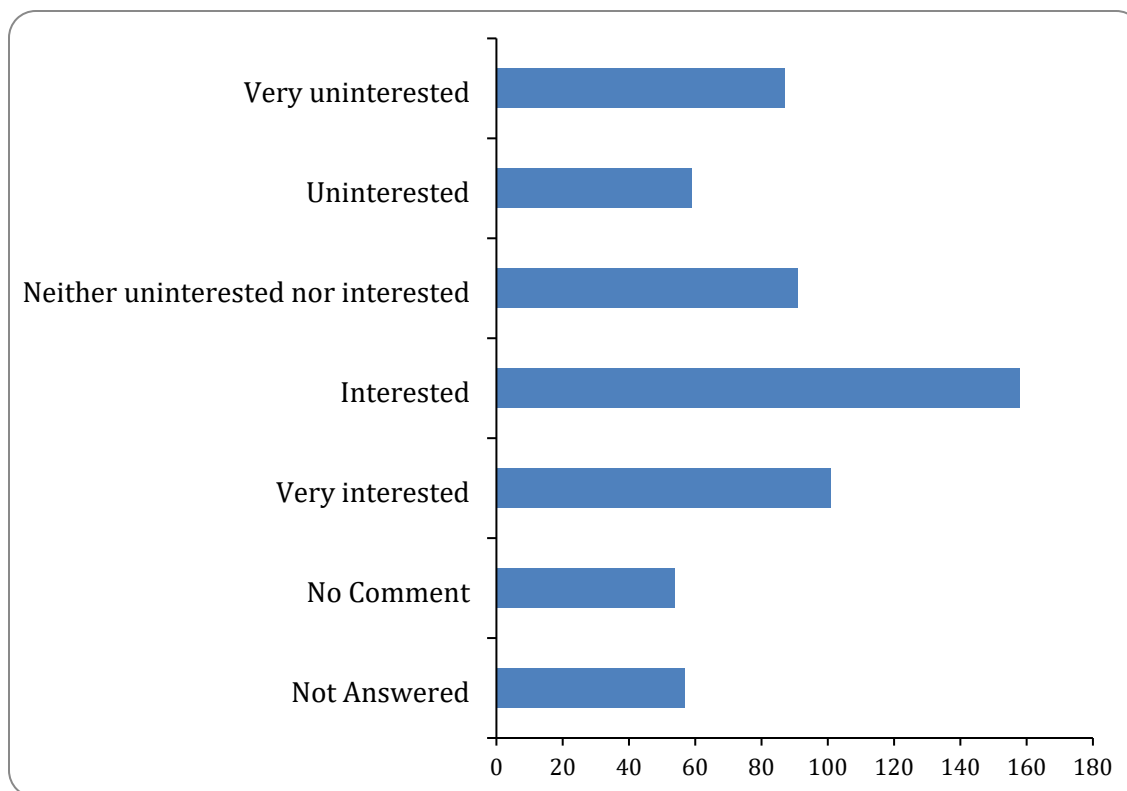
There were 553 responses to this part of the question.



Option	Total	Percent
Very uninterested	120	19.77%
Uninterested	102	16.80%
Neither uninterested nor interested	108	17.79%
Interested	100	16.47%
Very interested	58	9.56%
No Comment	65	10.71%
Not Answered	54	8.90%

Q13 indoor use - Vigorous activity, e.g. fitness classes

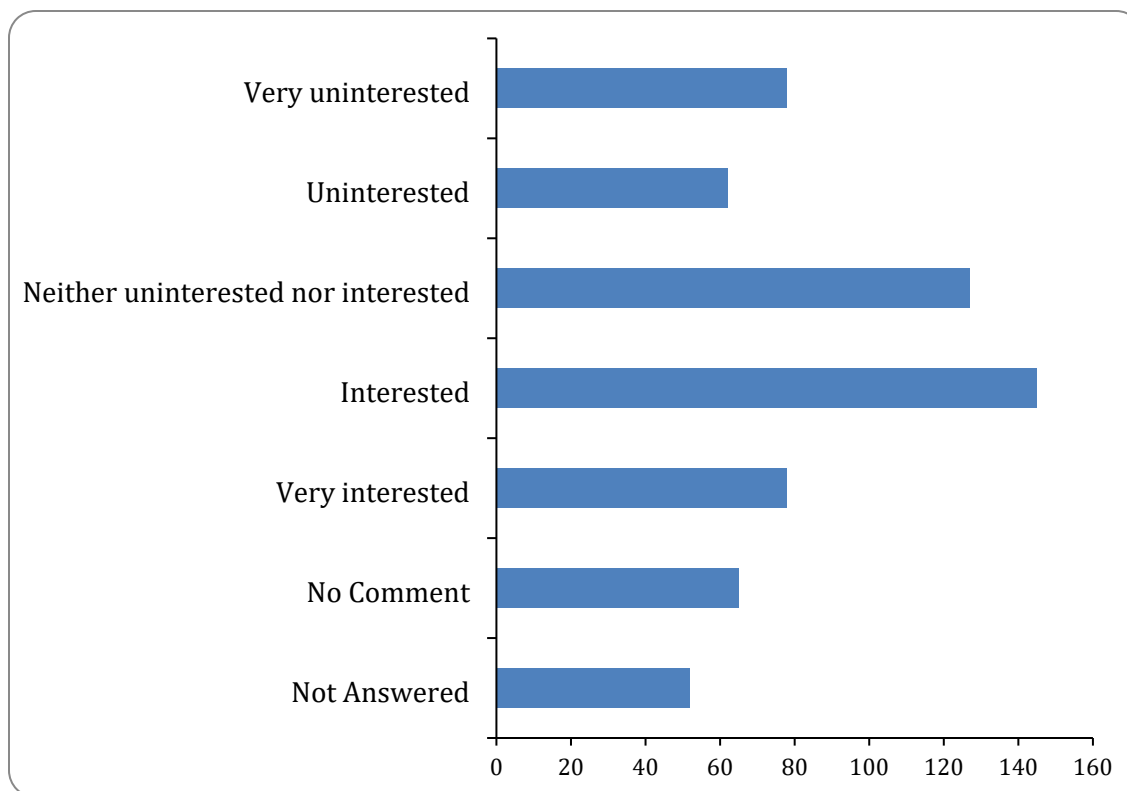
There were 550 responses to this part of the question.



Option	Total	Percent
Very uninterested	87	14.33%
Uninterested	59	9.72%
Neither uninterested nor interested	91	14.99%
Interested	158	26.03%
Very interested	101	16.64%
No Comment	54	8.90%
Not Answered	57	9.39%

Q13 indoor use - Local group use, e.g. table tennis club

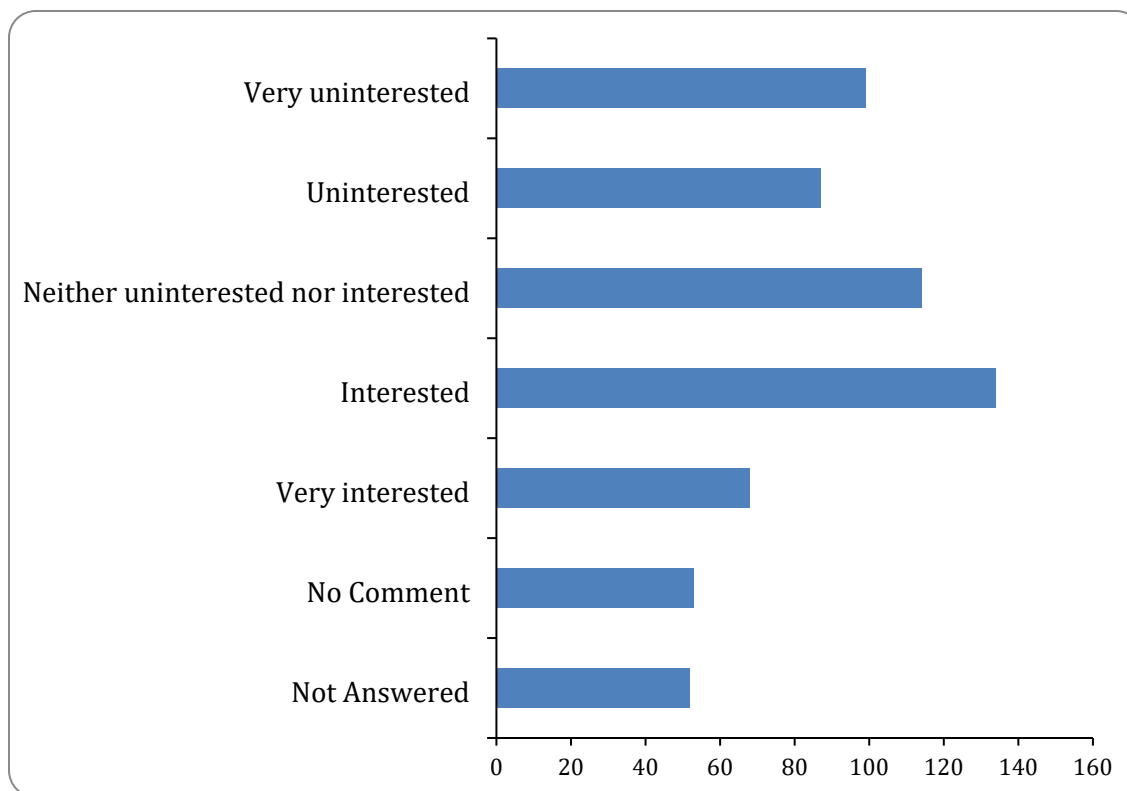
There were 555 responses to this part of the question.



Option	Total	Percent
Very uninterested	78	12.85%
Uninterested	62	10.21%
Neither uninterested nor interested	127	20.92%
Interested	145	23.89%
Very interested	78	12.85%
No Comment	65	10.71%
Not Answered	52	8.57%

Q13 indoor use - Community get-togethers, e.g. quizzes, bingo

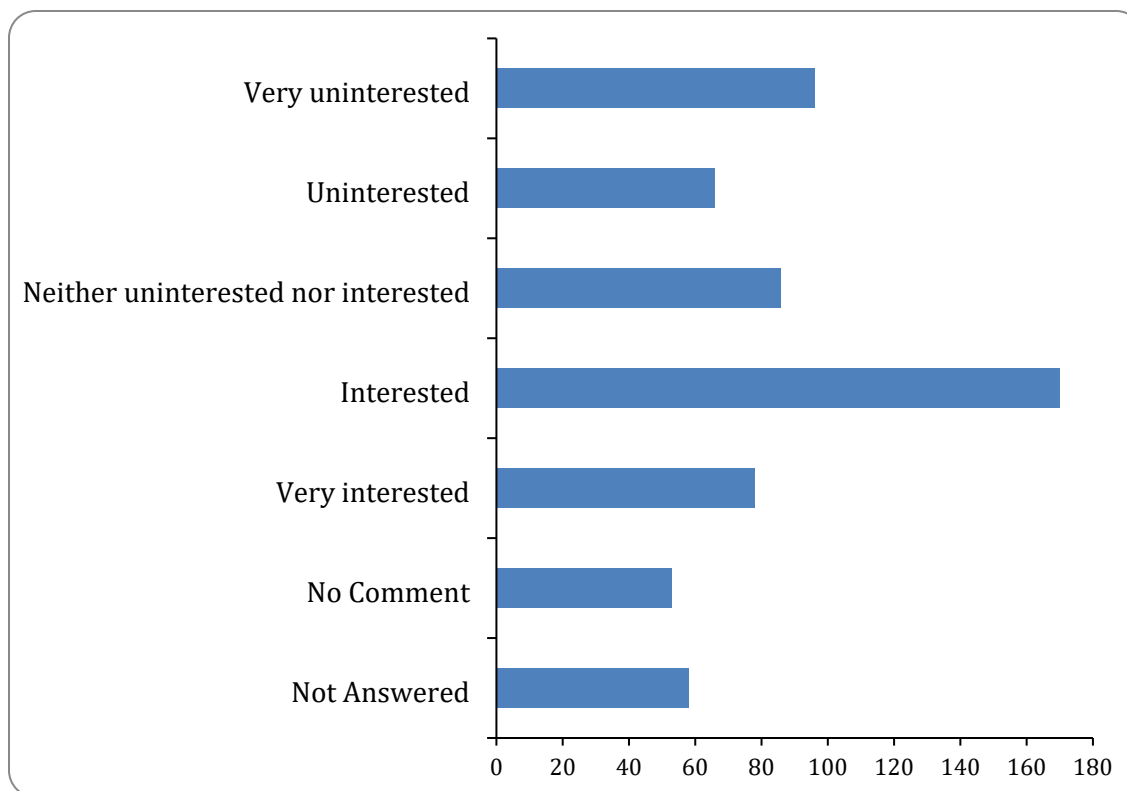
There were 555 responses to this part of the question.



Option	Total	Percent
Very uninterested	99	16.31%
Uninterested	87	14.33%
Neither uninterested nor interested	114	18.78%
Interested	134	22.08%
Very interested	68	11.20%
No Comment	53	8.73%
Not Answered	52	8.57%

Q13 indoor use - Private hire, e.g. birthday parties

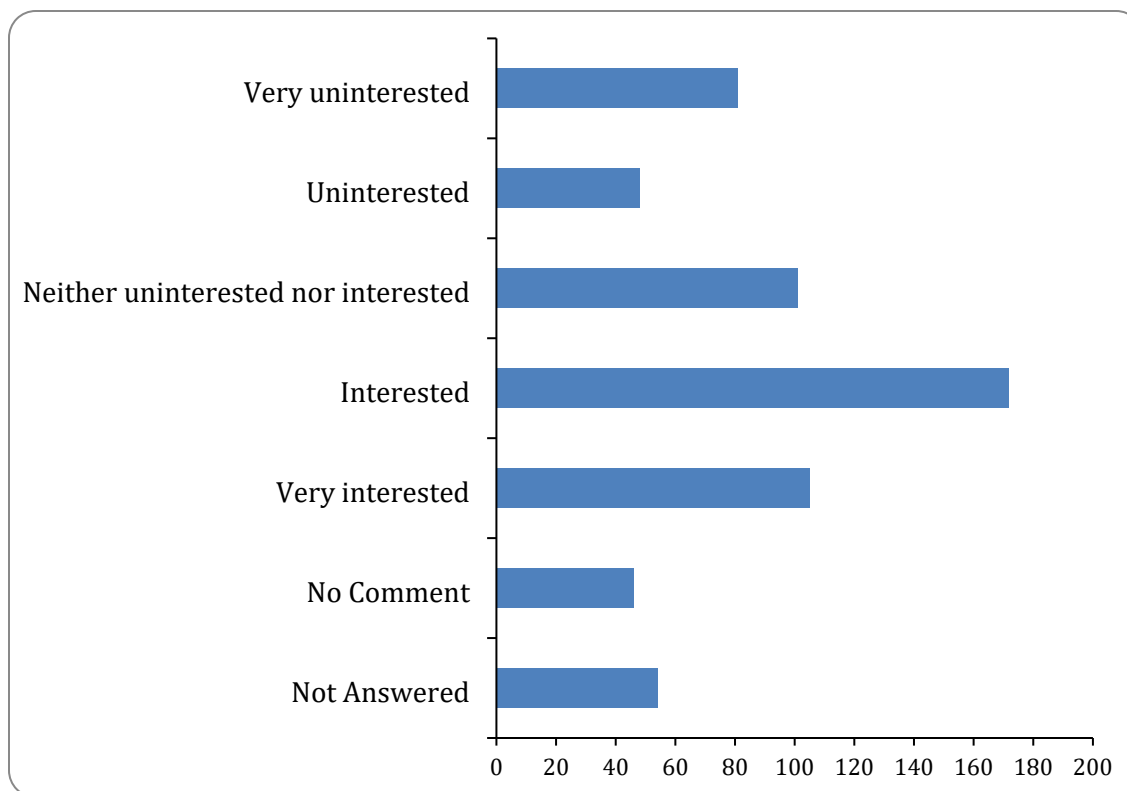
There were 549 responses to this part of the question.



Option	Total	Percent
Very uninterested	96	15.82%
Uninterested	66	10.87%
Neither uninterested nor interested	86	14.17%
Interested	170	28.01%
Very interested	78	12.85%
No Comment	53	8.73%
Not Answered	58	9.56%

Q13 indoor use - Pop-up health services, e.g. exercise referrals, nutrition advice

There were 553 responses to this part of the question.



Option	Total	Percent
Very uninterested	81	13.34%
Uninterested	48	7.91%
Neither uninterested nor interested	101	16.64%
Interested	172	28.34%
Very interested	105	17.30%
No Comment	46	7.58%
Not Answered	54	8.90%

14: Do you have any specific ideas for activities you would like to see (physical and/or social)? E.g. Netball/football league use, community hire space etc.

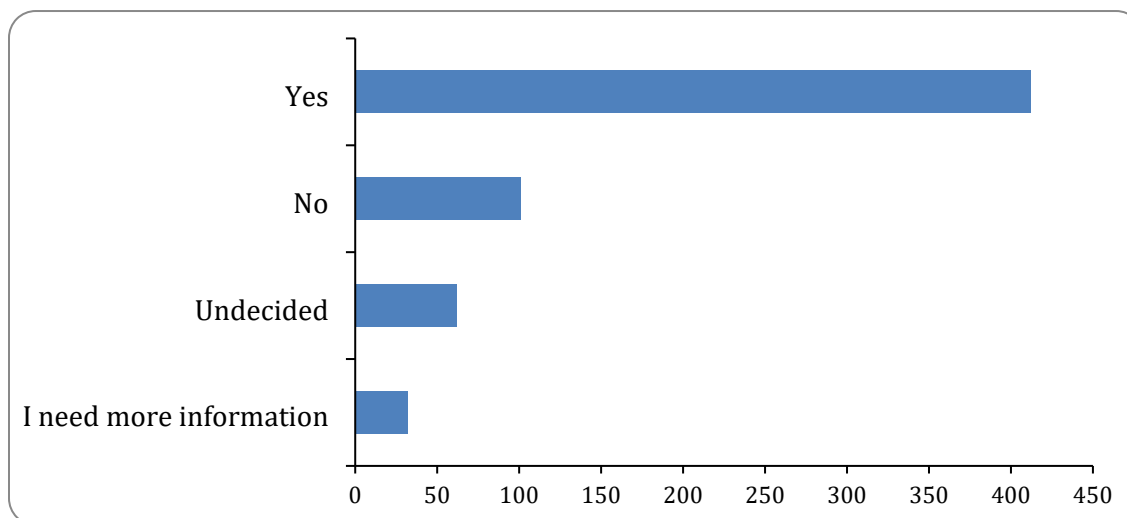
Q14 activity suggestion

There were 209 responses to this part of the question.

15: Do you support the proposal of the Hillsborough Activity Hub project?

Q15 support HAB

There were 607 responses to this part of the question.

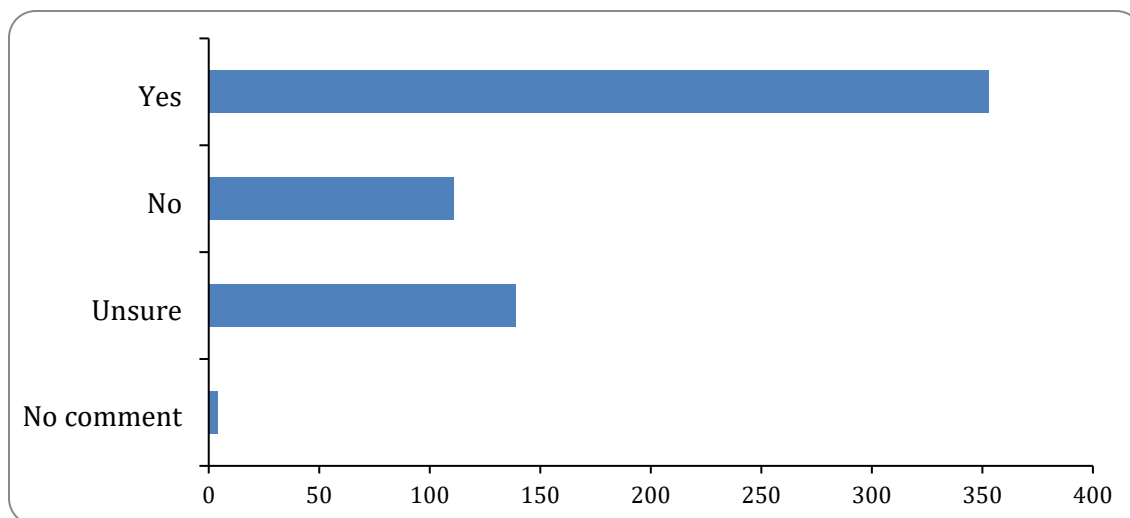


Option	Total	Percent
Yes	412	67.87%
No	101	16.64%
Undecided	62	10.21%
I need more information	32	5.27%
Not Answered	0	0.00%

16: Do you think you would make use of the Hillsborough Activity Hub?

Q16 Using the Hub?

There were 607 responses to this part of the question.

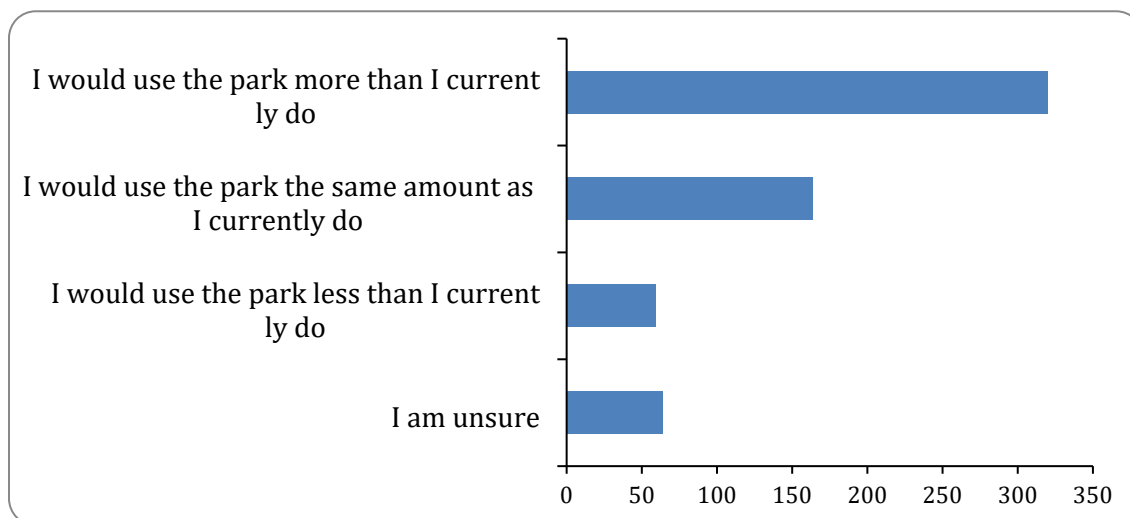


Option	Total	Percent
Yes	353	58.15%
No	111	18.29%
Unsure	139	22.90%
No comment	4	0.66%
Not Answered	0	0.00%

17: How would an Activity Hub like this impact on your usage of Hillsborough Park?

Q17 Hub impact on park use

There were 607 responses to this part of the question.



Option	Total	Percent
I would use the park more than I currently do	320	52.72%
I would use the park the same amount as I currently do	164	27.02%
I would use the park less than I currently do	59	9.72%
I am unsure	64	10.54%
Not Answered	0	0.00%

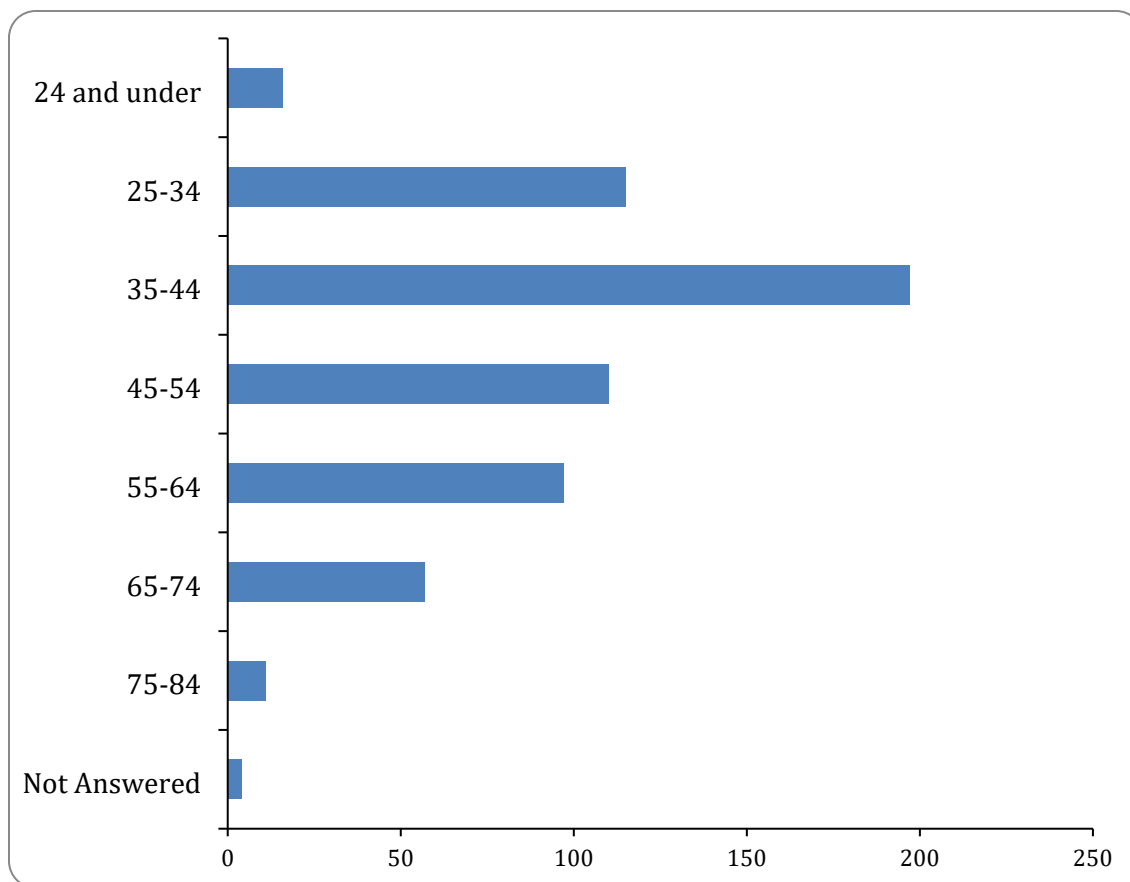
18: Please share any further comments regarding this proposal. This can include: positive/negative comments, thoughts, concerns, ideas, or questions. Please review the FAQ before commenting.

Q18 proposal comments

There were 272 responses to this part of the question.

19: What is your age range? age

There were 603 responses to this part of the question.

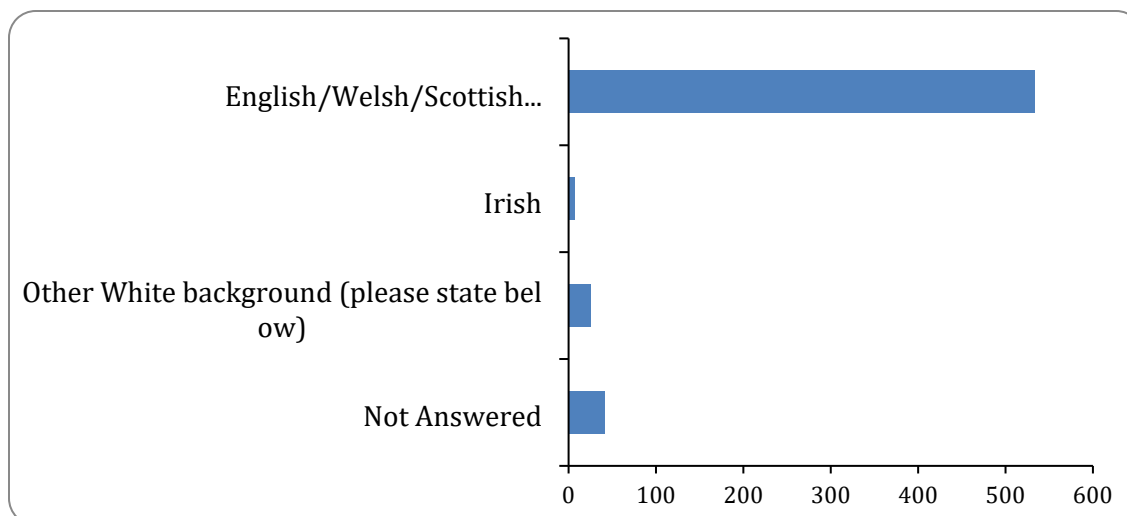


Option	Total	Percent
24 and under	16	2.64%
25-34	115	18.95%
35-44	197	32.45%
45-54	110	18.12%
55-64	97	15.98%
65-74	57	9.39%
75-84	11	1.81%
85 and over	0	0.00%
Not Answered	4	0.66%

20: Ethnicity

White

There were 566 responses to this part of the question.



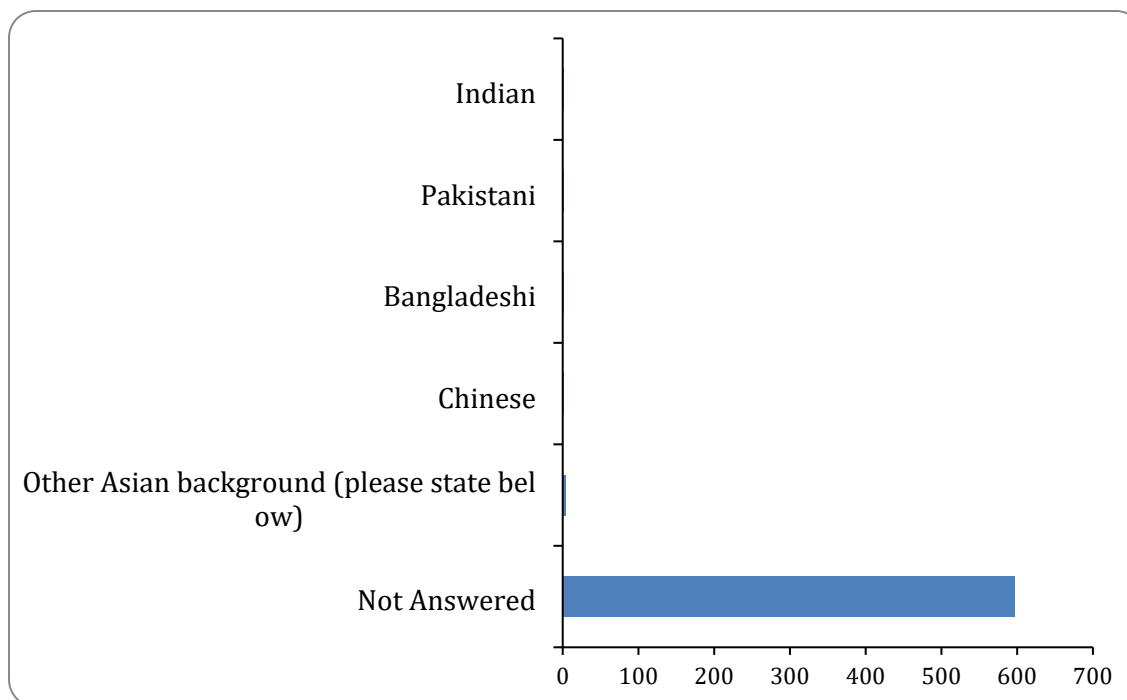
Option	Total	Percent
English/Welsh/Scottish/British/Northern Irish	534	87.97%
Irish	7	1.15%
Gypsy/Irish Traveller	0	0.00%
Roma	0	0.00%
Other White background (please state below)	25	4.12%
Not Answered	41	6.75%

Other White background

There were 16 responses to this part of the question.

Asian or Asian British

There were 10 responses to this part of the question.



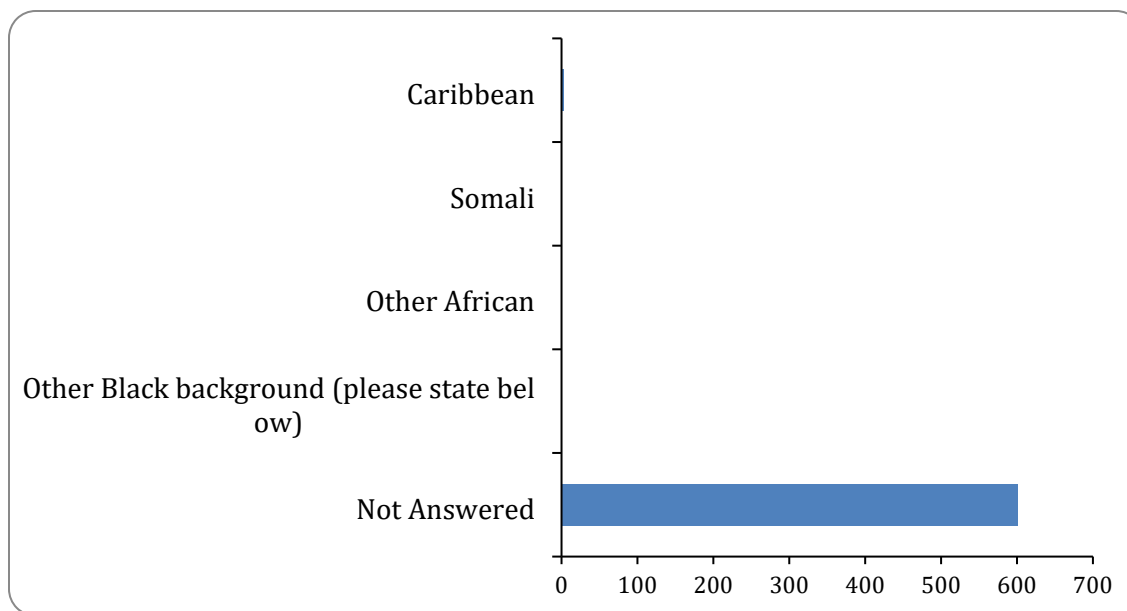
Option	Total	Percent
Indian	2	0.33%
Pakistani	1	0.16%
Bangladeshi	1	0.16%
Chinese	2	0.33%
Other Asian background (please state below)	4	0.66%
Not Answered	597	98.35%

Other Asian background

There were 3 responses to this part of the question.

Black or Black British

There were 6 responses to this part of the question.



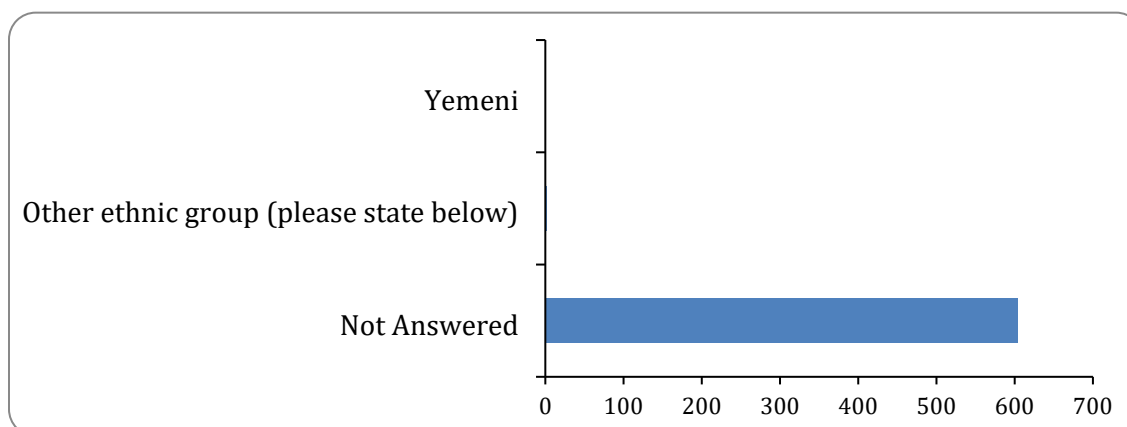
Option	Total	Percent
Caribbean	3	0.49%
Somali	1	0.16%
Other African	1	0.16%
Other Black background (please state below)	1	0.16%
Not Answered	601	99.01%

Black or Black British other

There was 1 response to this part of the question.

Other ethnic group

There were 3 responses to this part of the question.



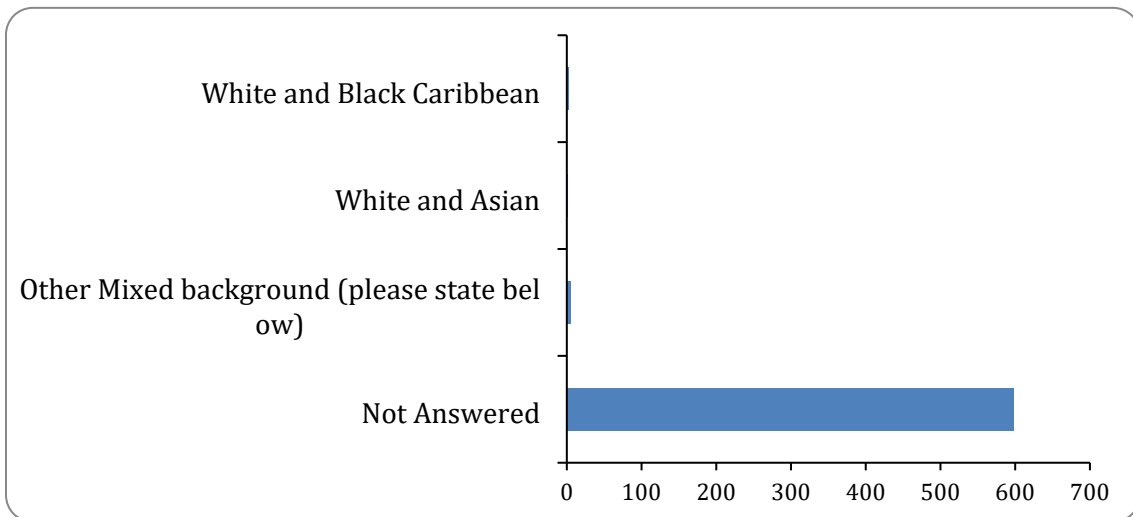
Option	Total	Percent
Yemeni	1	0.16%
Other Arab	0	0.00%
Other ethnic group (please state below)	2	0.33%
Not Answered	604	99.51%

Other ethnic group

There was 1 response to this part of the question.

Mixed /multiple heritage

There were 9 responses to this part of the question.



Option	Total	Percent
White and Black Caribbean	3	0.49%
White and Black African	0	0.00%
White and Asian	1	0.16%
Other Mixed background (please state below)	5	0.82%
Not Answered	598	98.52%

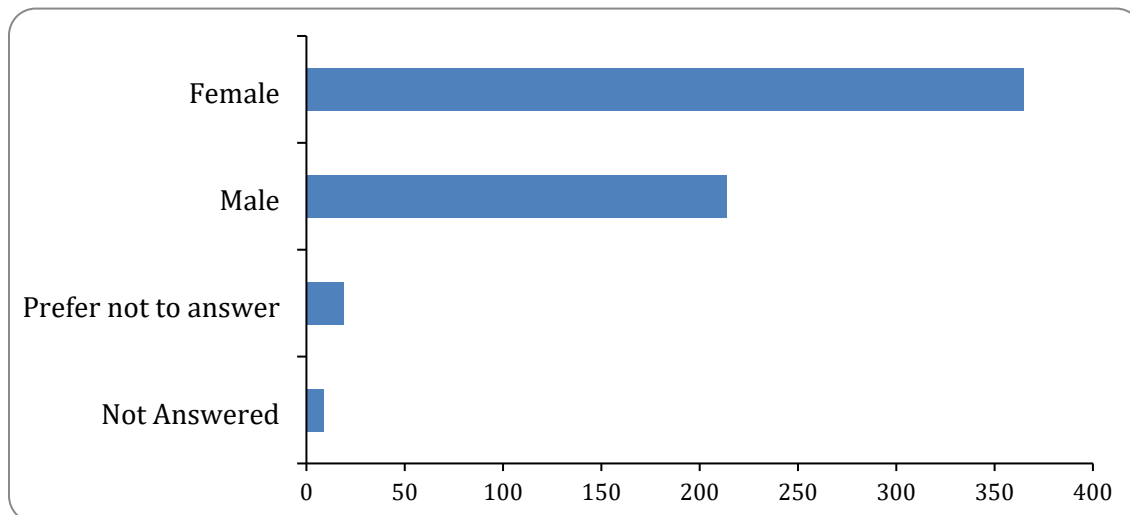
Other mixed background

There were 2 responses to this part of the question.

21: What is your sex?

sex

There were 598 responses to this part of the question.

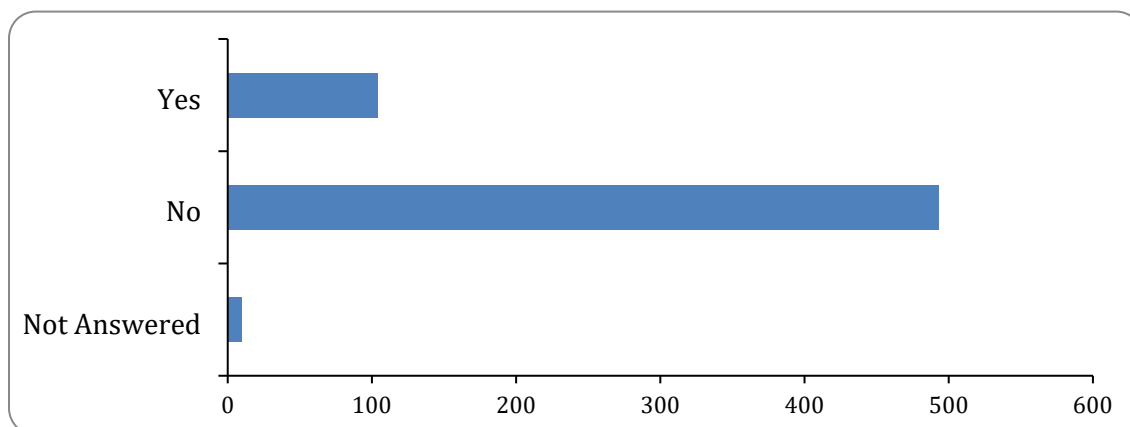


Option	Total	Percent
Female	365	60.13%
Male	214	35.26%
Prefer not to answer	19	3.13%
Not Answered	9	1.48%

22: Do you have a disability or a long-term health condition?

disability

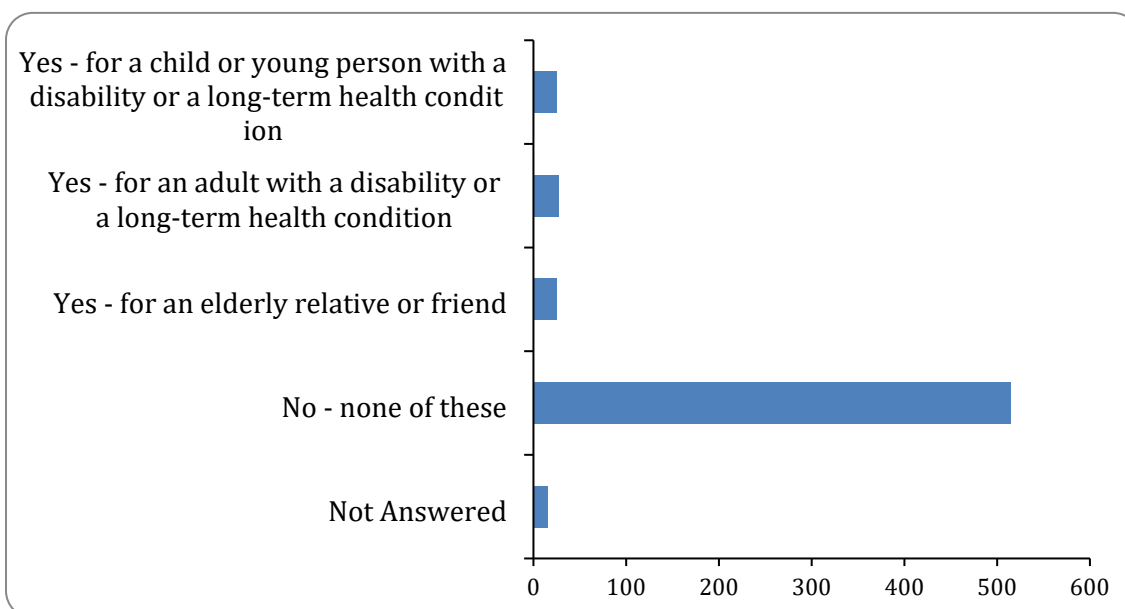
There were 597 responses to this part of the question.



Option	Total	Percent
Yes	104	17.13%
No	493	81.22%
Not Answered	10	1.65%

**23: Are you an unpaid carer for a family member or someone else?
carer**

There were 591 responses to this part of the question.



Option	Total	Percent
Yes - for a child or young person with a disability or a long-term health condition	25	4.12%
Yes - for an adult with a disability or a long-term health condition	27	4.45%
Yes - for an elderly relative or friend	25	4.12%
No - none of these	515	84.84%
Not Answered	16	2.64%

Hillsborough Activity Hub Consultation - FAQs

Q – Why is Hillsborough Park being proposed for this Activity Hub?

- The park is a city destination site with good transportation and access links.
- The park already has a sports area, and this sports area is need of reinvestment due to the deteriorating conditions of the existing tennis and MUGA provision.
- There are a range of complimentary developments that are currently progressing including the Coach House, the All-Wheels Track, improvements to the pathway and the playground improvements.
- The provision of an exciting and high-quality facility of this nature will raise the standard of the park and increase its attractiveness as a destination and supporting it's standing as an 'Active Park' - a destination green space that encourages and attract users of all ages and abilities from within a community to engage in sport and physical activities.
- Currently, provision for this type of activity is lacking in the north of Sheffield. Not only would this be a unique project for the whole of the City but it would also be addressing a need for this area.

Q – How would this project benefit Hillsborough Park?

- This project would support aspirations for Hillsborough Park to be awarded Green Flag status.
- Increased site presence throughout the day and into the evening.
- Increases local access to high quality activity space which aids health and wellbeing.
- Activity enhancement and sports training for local people.
- New employment opportunities.
- Increased parks income that supports reinvestment into Hillsborough Park.
- Enables the redevelopment of the MUGA and tennis courts.
- New free accessible toilets in the park.

Q – How would this project be funded?

It would be a combination of public and private funding.

Due to budget constraints, Parks and Countryside, along with the Council as a whole, are faced with the difficult decision between cutting core Park services or moving forward creatively alongside third parties. The Better Parks initiative is the framework within which improvements can be made within parks that both help achieve desired outcomes alongside supporting external investment into green spaces.

This is where project proposals such as the Multi-Activity Hub at Hillsborough Park come in. We have the opportunity to invite partners to work with us to develop proposals, whilst bringing much needed external investment to this. We have been working with the Lawn Tennis Association (LTA), Sport England and our existing Parks Tennis Operator, Courtside, to consider potential options for the site and all are supportive of bringing external investment to this development.

Q – Would green-space be lost due to this development?

It is proposed that this potential development would reside on the same footprint as the current tarmacked area that includes the Multi-use Games Area [MUGA] and tennis and table tennis courts. No additional open greenspace will be lost to this development.

Q – Would we have to pay to access the Hillsborough Activity Hub?

As with the current tennis courts, some facilities would be paid-for use such as the padel tennis and mini golf. We would work with the Operator to ensure these are affordable and promote inclusivity with related community engagement activity. Facilities such as the Multi-use Games Area [MUGA] and open access areas will be free to use as this is a core community asset.

Q – Would the Hillsborough Activity Hub be open in the evening?

We would be looking for an Operator who is able to provide a service in evenings and weekends, providing a presence and activity at times when the park is quieter and when perceptions of safety are lower. To be consistent the new All Wheels Park (and to fit with probable planning requirements) park lighting would turn off at 9pm in the evening.

Q – How would existing park partners, operators, and users be accommodated?

We are aware that this is a sizeable project, and we are working with stakeholders to ensure all voices are listened too. For example, we are in ongoing discussions with Cycling for All to support their needs and we are investigating how to accommodate their users across the wider park including the car park and across the improved path network.

Q – Is there going to be another café-type offer? If so, does Hillsborough Park need two eateries?

As with the previous point regarding a sustainable business model, there is the potential for the development of some welfare and catering facilities as part of the Hub. With the opening of the Age UK Café in 2022, this is an exciting time for Hillsborough Park, and we know from the Forward Plan consultation that this is going to address a real issue that people have felt for a long time.

We think that a welfare facility and catering offer at the bottom of the park will only enhance the overall offer of Hillsborough Park, and also provide something unique which will likely appeal to different audiences, including those who may be accessing the All-Wheels Site.

Q – Does the project need planning permission?

Yes. This project will need to obtain full planning permission.

Q – What is Padel Tennis?

Padel Tennis is a fun ‘bat and ball’ variation of the popular and well-loved game of tennis played in a smaller, enclosed court in a social doubles format (4 players). It is one of the fastest growing sports in the world. To find out more please go to:

<https://www.lta.org.uk/play/ways-to-play/padel/>

Q – What is Pétanque?

From the family of boules, pétanque can be a social or competitive game that is suitable for all ages and abilities. The aim of the game is to throw your team's boules closest to the target ball - cochonnet. The closest at the end of the round is the winner!

Q – What is Shuffleboard?

Shuffleboard is like curling but without the ice! Teams go head-to-head to slide weighted discs into the triangular scoring zone - the highest points win. A game of strategy and skill, it's fun for all!

Q – If this project goes ahead, what would be the next steps?

If this project obtains the necessary approvals to move forward, we would progress by taking this opportunity out to tender and invite offers from potential partners. We would have clearer timescales once this process has been undertaken. At which point we would go back to the community to share progress.

Q – What if this project does not go ahead, what would be the next steps?

If this project doesn't go ahead, we will need to pursue alternative means of improving the tennis and multi-use games area facilities. Due to the outlined financial constraints that Sheffield City Council are facing, alternatives to the partnership approach will

provide a much less sustainable future for the delivery of quality recreational facilities in this area of the park – and will not provide scope for a site presence with coaching and engagement professionals to support positive use of the space.

Q – How to I stay up to date with the outcome and progress of this consultation and project?

Once the feedback has been collected we will produce a report to share with all respondents. This will be published on the same website used to fill out the consultation and there will be information shared on site at Hillsborough Park. We will also be sharing further feedback with key park stakeholders such as the Friends of Hillsborough Park and Cycling 4All directly. To stay in touch please follow @SheffieldParks on Facebook and @ParksSheffield on Instagram and Twitter to stay up to date with developments with this project and others! Any questions can be directed to Sheffield Parks and Countryside –parksandcountryside@sheffield.gov.uk or call 0114 250 0500.

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of the Local Government Act 1972.

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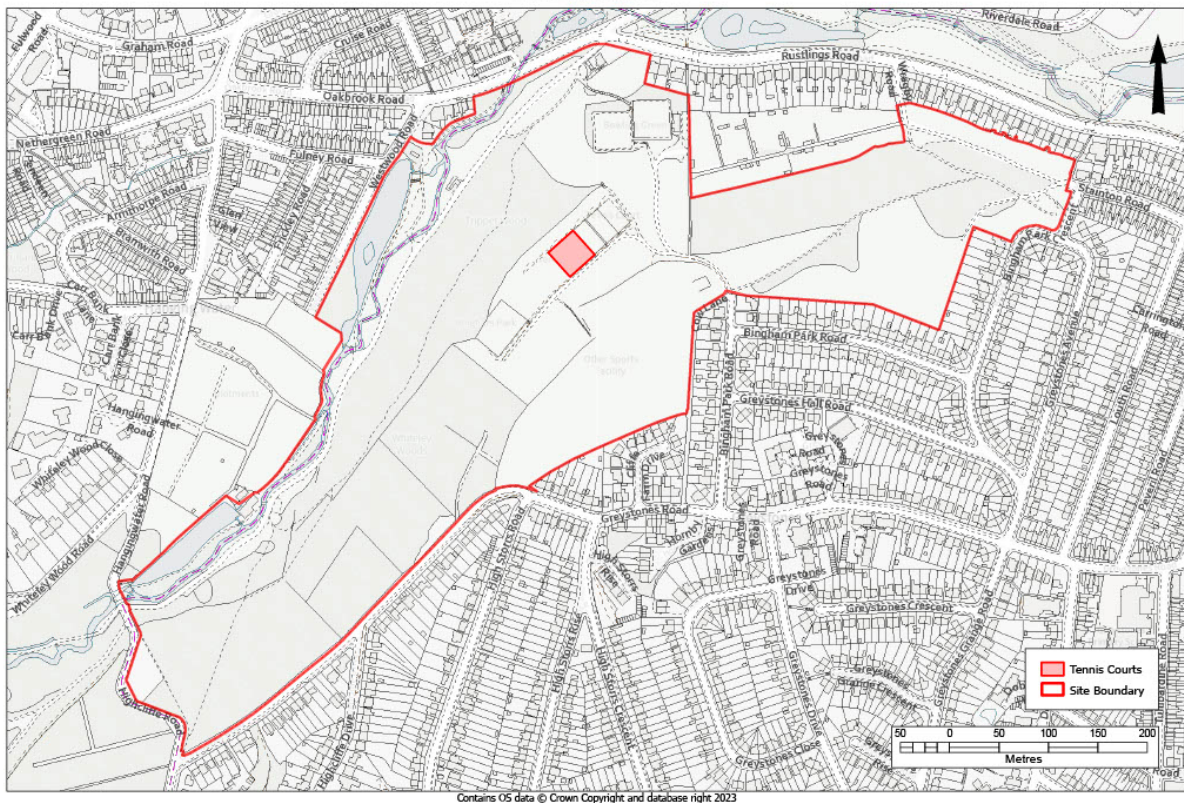
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of the Local Government Act 1972.

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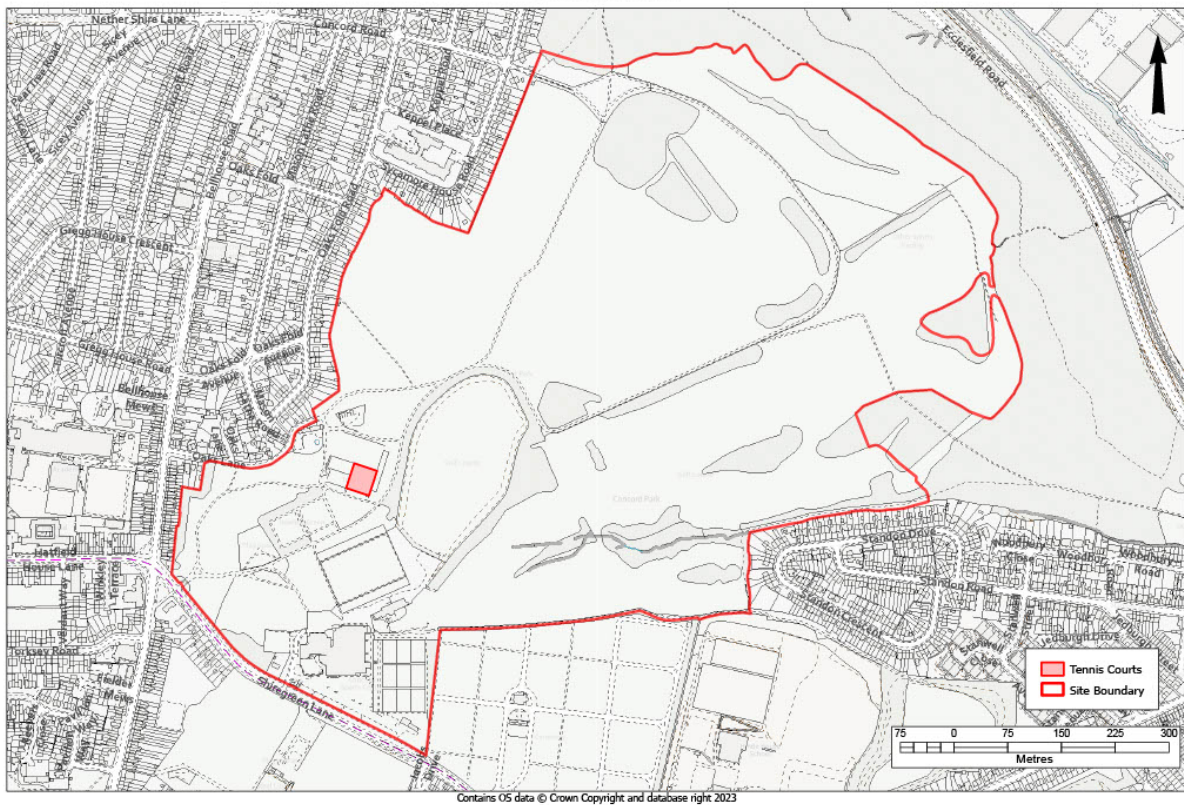
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Appendix 12 – Site Plans

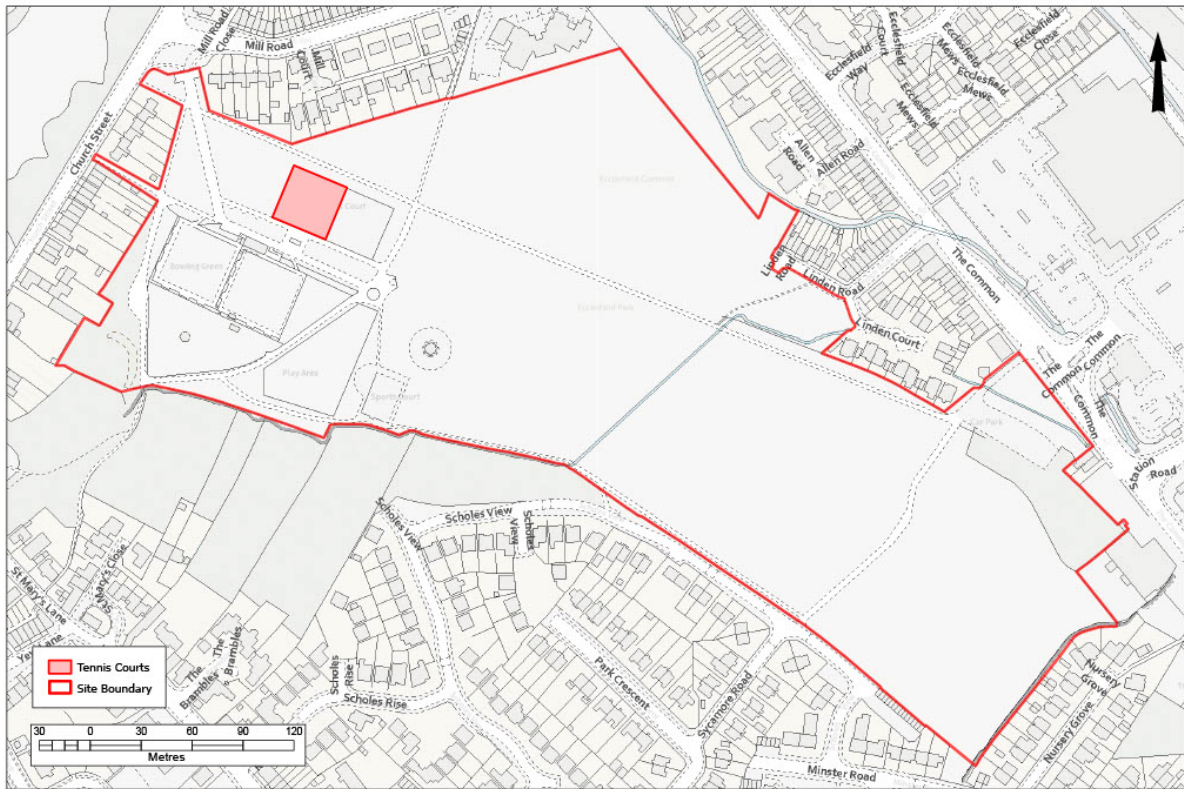
Bingham Park



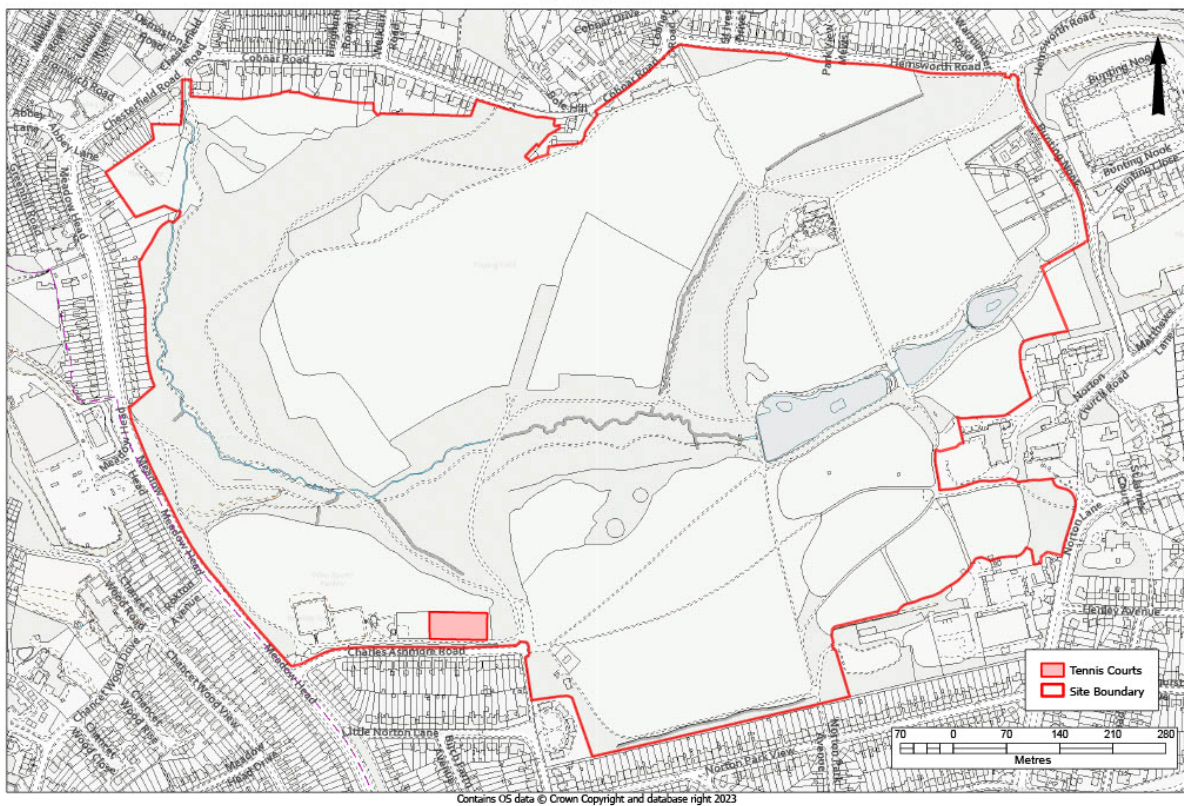
Concord Park



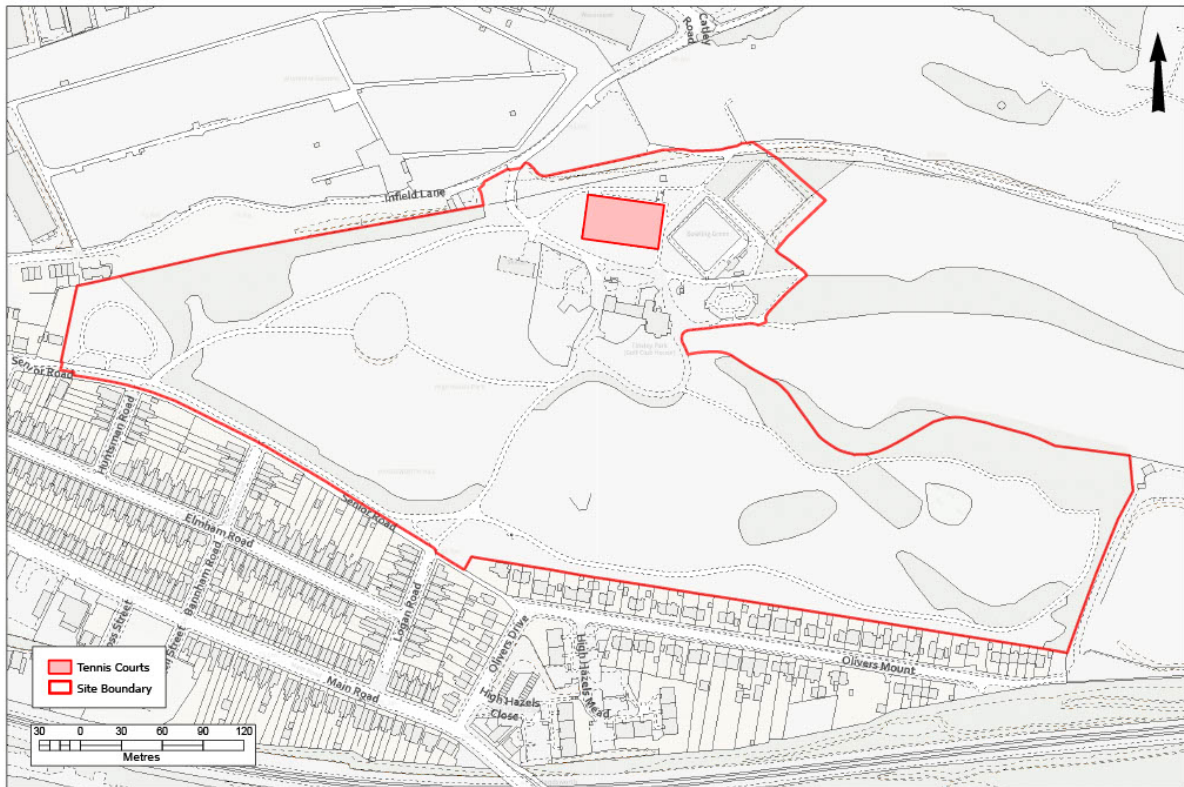
Ecclesfield Park



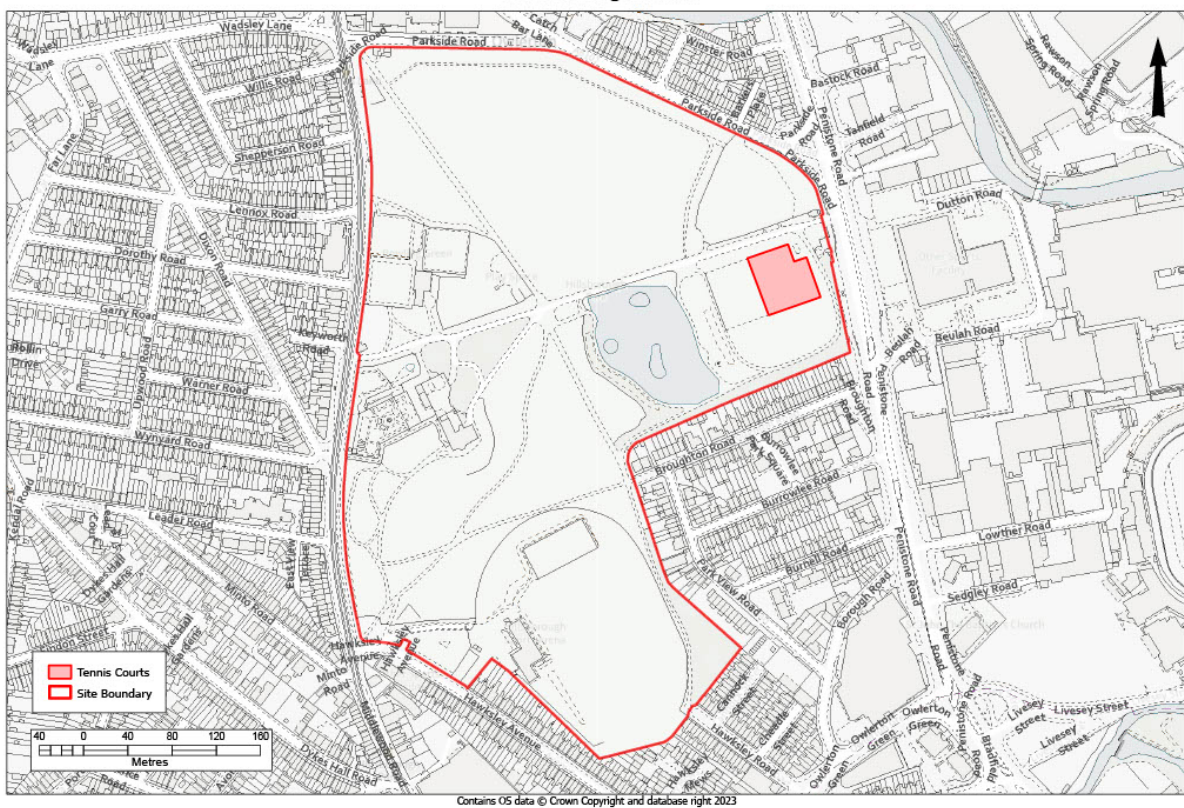
Graves Park



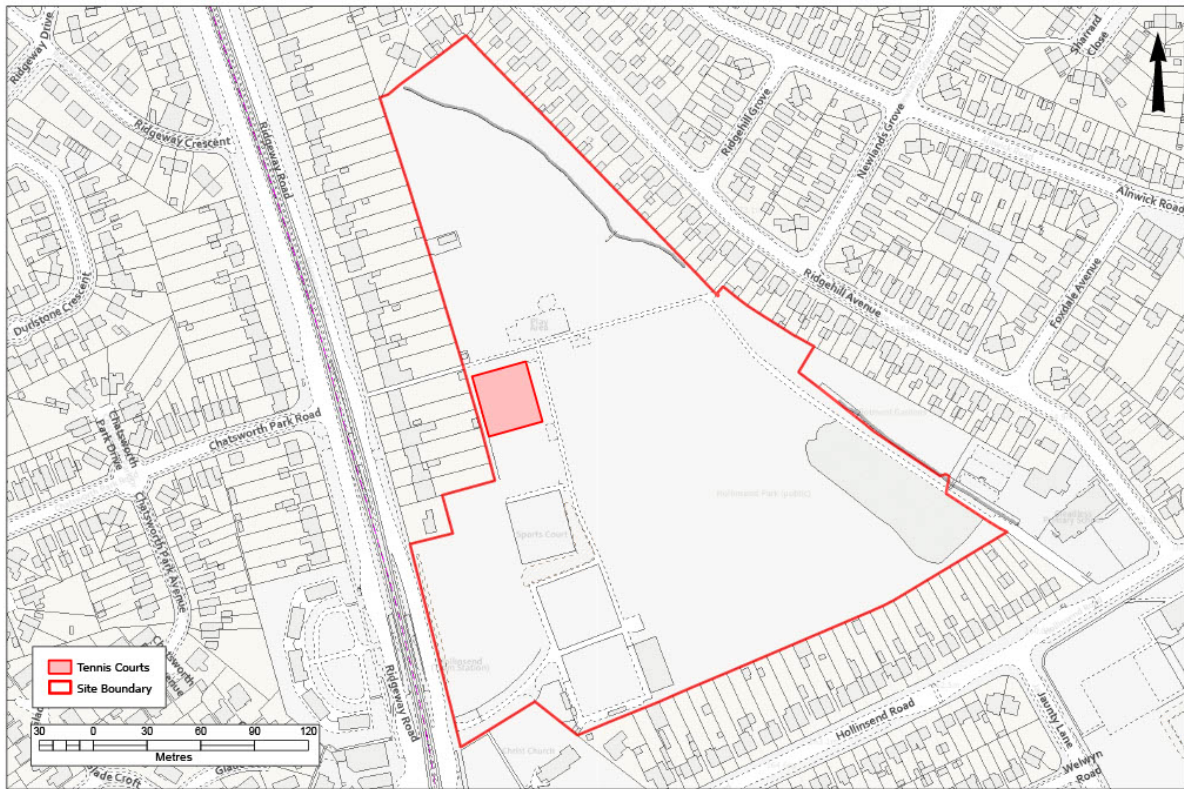
High Hazels Park



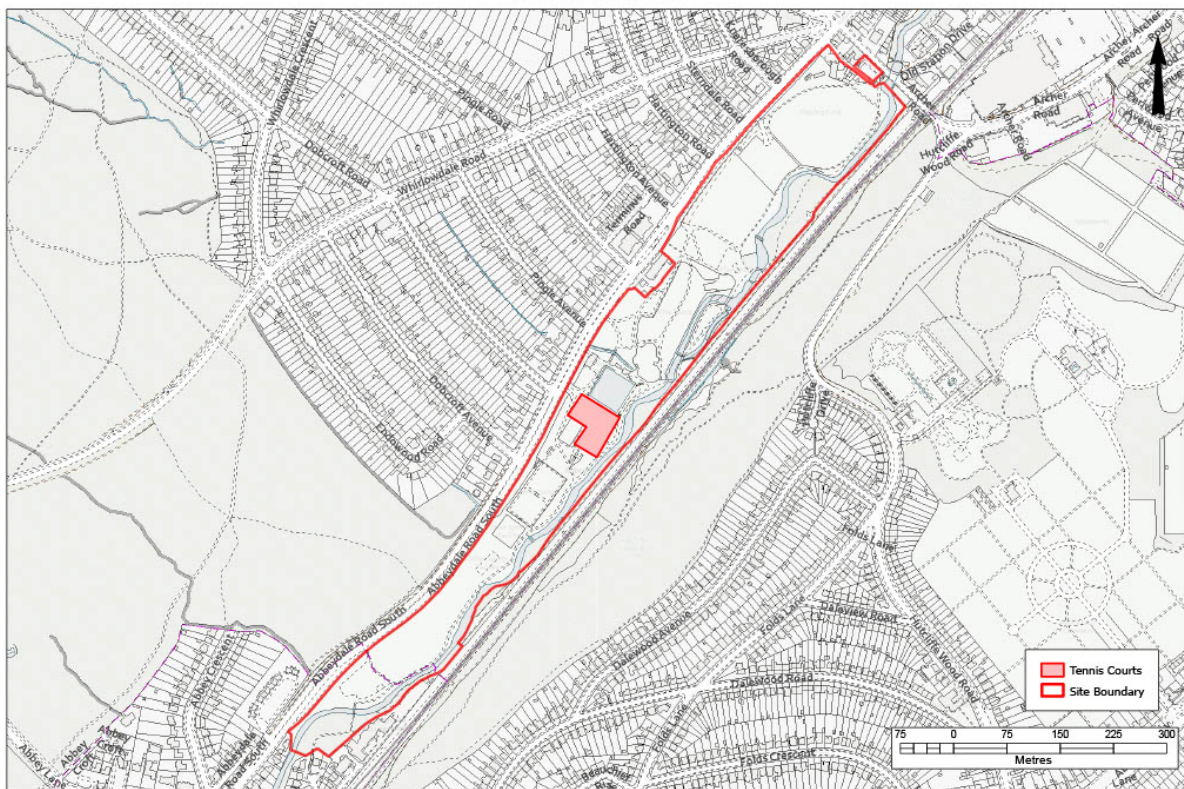
Hillsborough Park



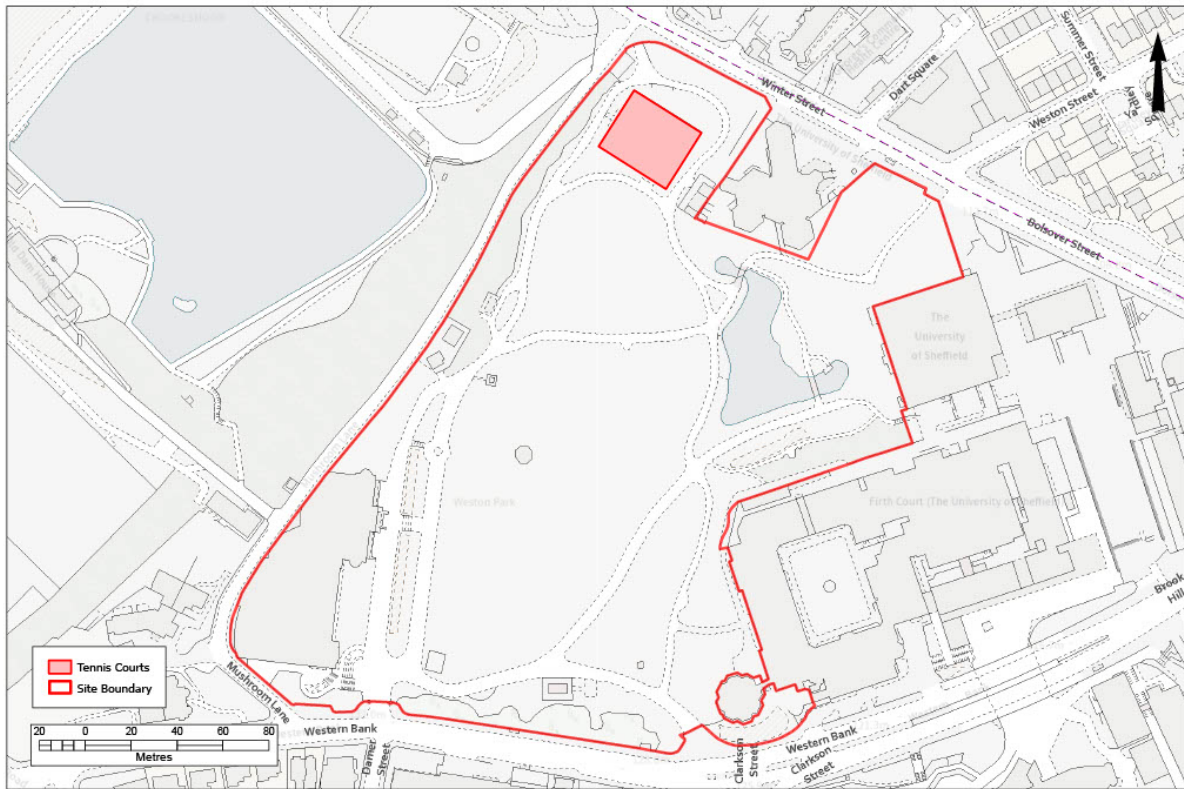
Hollinsend Park



Millhouses Park



Weston Park



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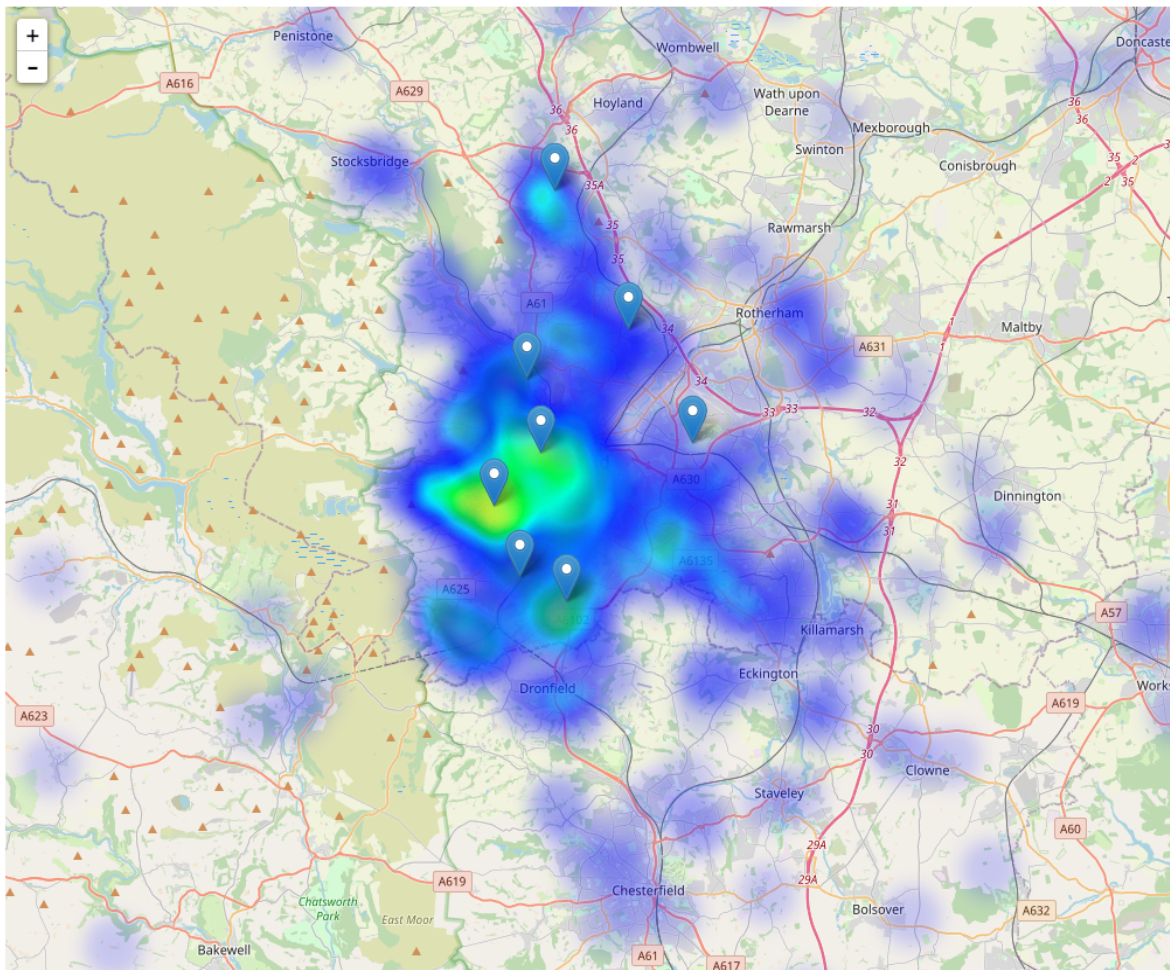
APPENDIX 13 – Current parks tennis programme performance insight for 2022

2022 saw;

- 19,207 court bookings was which was a 52% increase from 2019 (pre-covid)
- 5395 unique users: up 54% vs pre-Covid 2019 baseline (there is approx. 2800 unique users linked in a club setting)
- Social value/IMD decile player mapping: £192k of social value p.a., with 16% of all parks players live in the top 3 most deprived IMD deciles (significant variations for each park)

The heat maps below show where people are travelling from, to the courts across Sheffield.

Map 1 – Sheffield – All Sites



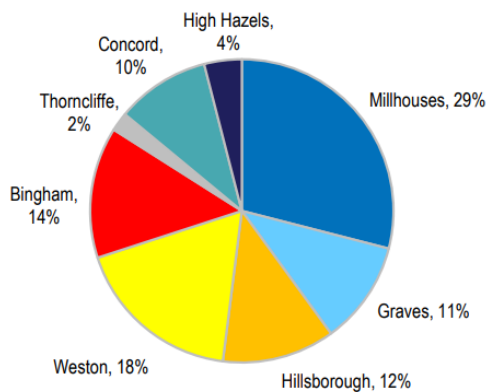
Demographics;

- The programme attracts around 34% female participants
- 74% of respondents do not play at any other tennis venues (therefore are not 'club tennis' players)
- There is a broad split across all ages from young to old;
 - Under 18 - 8%
 - 19-29 – 15%
 - 30-39 – 20%
 - 40-49 – 23%

- 50-59 – 13%
- 60+ - 21%
- 17% of participants are from a Black and Minority Ethnic Background
- More than half of all participants are in a low or average household income;
 - 16% of participants are in a low-income household, 39% of participants are in an average income household.

More recently the programme has been evaluated by Sheffield Hallam University against the social value that it delivers, the findings are summarised below;

2021 social value: using Sheffield Hallam University's social value methodology (commissioned by Sport England), Sheffield's parks programme accounts for over £190k of total social value generated, which is significant.



Social value	Physical health	Personal well-being	Community development	Total social value
Bingham Park	£6,107	£14,247	£6,704	£27,058
Concord Park	£2,733	£10,853	£5,076	£18,661
Graves Park	£7,490	£9,794	£4,512	£21,797
High Hazels Park	£2,642	£3,717	£1,714	£8,073
Hillsborough Park	£8,310	£9,733	£4,619	£22,661
Millhouses Park	£15,889	£27,016	£12,533	£55,439
Thorncliffe Rec	£828	£1,777	£816	£3,421
Weston Park	£6,812	£18,353	£9,416	£34,580
2021 total	£50,812	£95,489	£45,390	£191,691

£191,691
SOCIAL VALUE

- **£51k health outcomes**
- **£95k personal well-being**
- **£45k community development**

23

© Premier Tennis 2021

Source: Premier Tennis booking system,
4Global Social Value Calculator



Addendum to Committee Report presented at Charity Sub Committee on 21 March 2023

Presented by Jo Pearce, Business and Partnerships Manager – Parks and Countryside Service to the Charity Trustee Sub Committee on 5 June 2023

1.0 Introduction

This briefing focuses on the key discussion points at the meeting on **21 March 2023** which led to a deferral to a future charity committee, these points summarised in section 6.1 of the minutes (which can be found [here](#)) included;

- The designs contained in the proposal and whether these were final.
- The scope of the original consultation and involving the Youth Engagement Team prior to the decision being taken
- How **Sheffield Cycling 4 All (SC4A)** would be impacted by the changes
- Any risks to the funding should the decision be delayed

1.1. Update since 21 March 2023

Since the meeting on 21 March 2023, Officers have focused on two key areas of activity, this has included:

- working with Sheffield City Councils **Childrens Involvement Team (CIT)** to capture further insight from Children and Young People to understand their views better regarding the proposal
- working with **SC4A** to try and identify solutions which enables their service to continue within the park, whilst also accommodating other users who may be displaced by the proposed occupation of SC4A on the new multi-use-games-area (MUGA)

This briefing provides a summary around these two key activities, with a conclusion at the end.

2.0 Engagement and Insight

2.1 Report from Childrens Involvement Team – Contribution by Max Belwood (CIT)

2.1.1 Introduction

The Children's Involvement Team (CIT) was approached by Jo Pearce (Service Manager in Parks and Countryside Service) to conduct a consultation with children and young people around a proposed multi-activity hub in Hillsborough Park in the space that is currently occupied by a large tarmac activity area and four tennis courts.

Max Bellwood (CIT) devised a set of questions which would be asked to both users and non-users of the park to understand their current use of the space in question. All comments and feedback about what they liked or disliked about the space and an idea about what they would like to see in this space in the future are summarised below.

2.1.2 Executive Summary

- 62% of respondents were aged between 5 and 10 years old, with 35% aged 11 to 15 years old.
- Of the respondents there was a slight majority of males (54%)
- The children and young people who were spoken to overwhelmingly lived in the S6 area of Sheffield, with 85% coming from this postcode.
- 81% of the questionnaires we received were completed in schools, with 19% completed by children and young people on the Hillsborough Park site.

- Of those who told us what frequency they visit Hillsborough Park, 55% visit either weekly or nearly every day.
- Far fewer respondents used the large tarmac sports area, with 28% of respondents saying they use it either weekly or nearly every day.
- Football (28%) is the most popular activity to do on the large tarmac sports area. Biking was also popular with 22% of respondents using the space to ride their bikes
- The most numerous responses to what children and young people like about the large tarmac sports area were; being able to play football, the fact it is big and there is lots of space to play
- When asked what respondents think would improve the large tarmac sports area, the most popular response was installing astro turf for football use
- When the MUGA was in use, we asked what free activities respondents would like to be able to do; football was the most popular answer with 55% saying they'd like to use portable goals on the grass, followed by using the existing playground (48%), socialising or meeting friends in the hub (48%) and attending free activity camps in school holidays (47%)
- Of the range of pay and play activities we asked about, tennis received the most positive approval with 66% of respondents scoring an approval rating of either 5 out of 5 [*really like it*] or 4 out of 5. Mini golf was also popular with 59% answering either 5 or 4 out of 5
- Many of the pay and play activities were more evenly spread across the approval rating of 1 out of 5 [*really do not like it*] up to 5 out of 5. The most unpopular activity was taking part in an exercise class, which scored 42% either 1 or 2 out of 5.
- In terms of amenities which respondents ranked the importance of, 81% felt that free to use public access toilets were very important
- 81% of those who answered would like to have a new multi-activity hub, compared with 7 % who wanted to keep the tarmac sports area and tennis courts as they are. 12% were undecided.

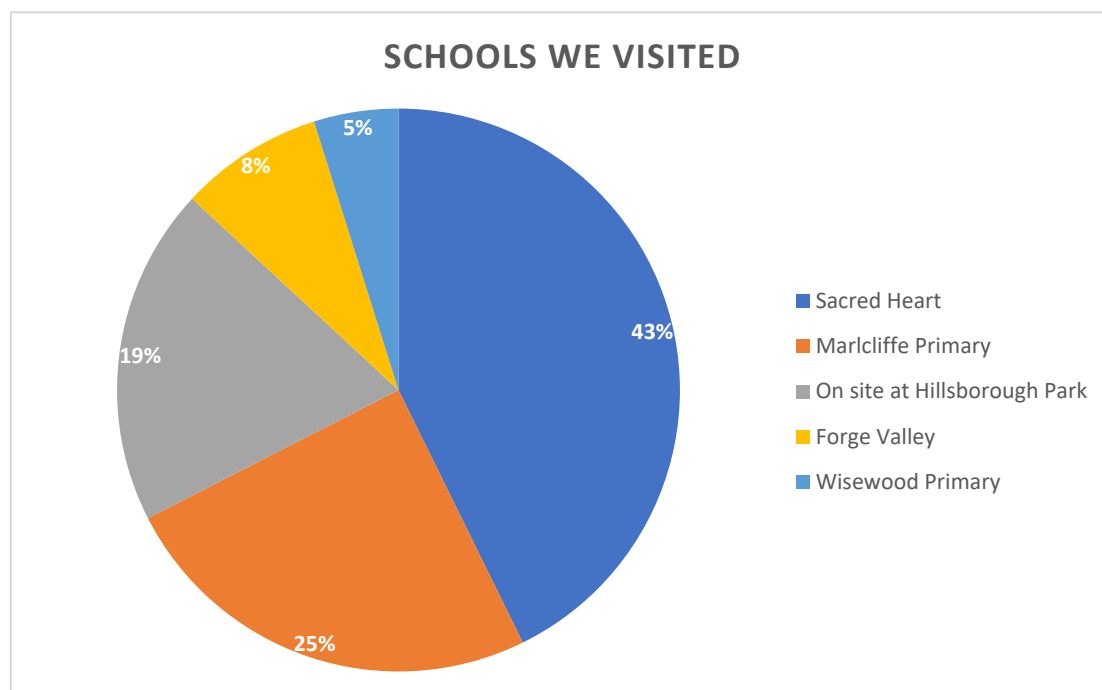
2.1.3 Methodology

- CIT devised a set of questions which we felt would allow respondents to comment flexibly on both the current layout of the park and also informed to make comments and suggestions about a potential new development.
- CIT were provided with details of the current layout and also details on the proposed plans which we developed into a set of questions aimed at users and non-users of the park.
- We felt that it would be essential to speak to children and young people both on site, i.e. in Hillsborough Park, and also within schools where we felt a high proportion of the cohort would be either users already, or have local knowledge of the park in order to provide us with data about why they were not currently accessing the provision.
- The table in **Fig.1** below shows which schools we visited, the full data spreadsheet can be found in **Appendix A**
- Two on site sessions with children and young people were carried out during the Easter holidays on 6th and 13th April 2023. Officers from Parks and Countryside set up a gazebo on the existing tarmac sports area with visuals of the proposal and the sessions were facilitated by adults who verbally asked the questions and wrote down the respondents' answers.
- For the school-based phase of the consultation, where we felt it was practical for respondents to complete it themselves, we designed a child-appropriate and accessible questionnaire with pictures to illustrate and explain each question. These documents can be found in **Appendix B**. Sessions were delivered in three primary schools and one secondary school on 18th and 19th May 2023. An officer from the

Parks and Countryside service explained and introduced the consultation and was present during these sessions to field any queries the children had relating to the questions.

- Although we designed both user and non-user versions of the questionnaires so everyone had chance to input their ideas, all of the children we spoke to in each of the four schools had visited the park and classed themselves as a user.

Fig.1



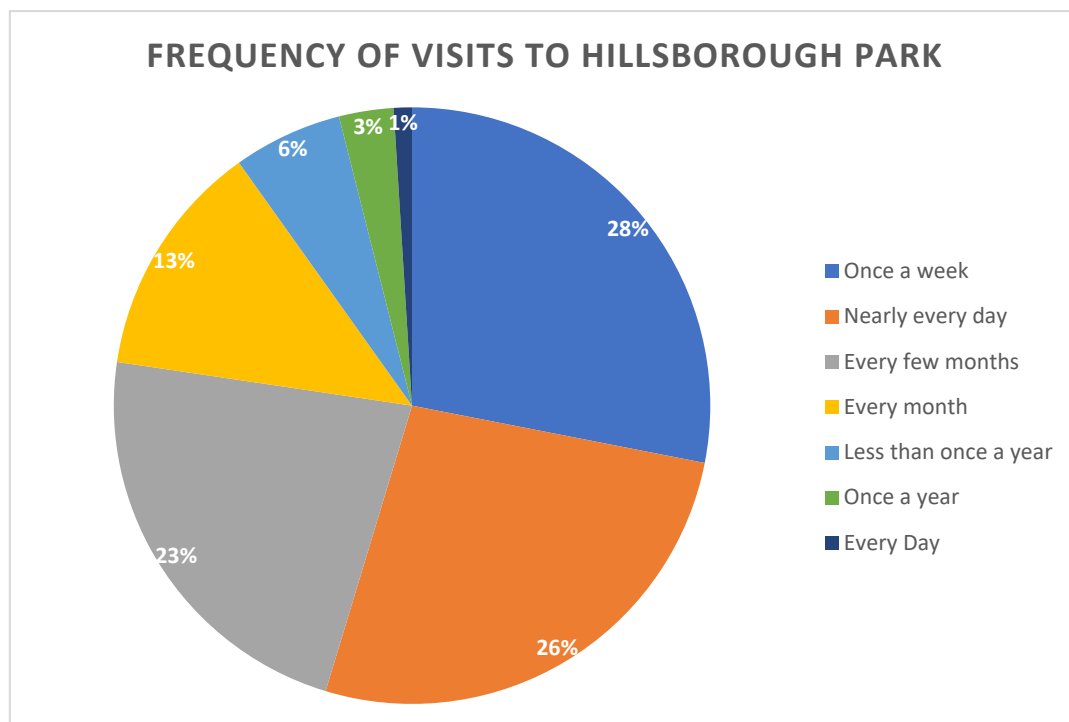
2.1.4 Conclusions from the Childrens Involvement Team

It is clear from our viewpoint that children and young people who completed our questionnaires overwhelmingly prefer the multi-activity hub option, as opposed to the park staying as it is. We do feel that it is hard to fully explain the reality of scaling down the size of the tarmac sports area to children, so although they undoubtedly want the benefits of more activities and more of a 'hub' space to meet friends, the plans we presented them with are only 2D and quite small, so the reality of losing some space for football and bikes etc may not have been fully grasped. However, judging by the comments relating to improvements in the park and the range of new activities and amenities a multi-activity hub would bring, we feel this would be in the interests of the children and young people who use this popular park.

2.1.5 Reflections on the Children and Young People consultation from Parks and Countryside staff

We were pleased to hear from all pupils from the local primary and secondary schools that they were regular visitors to Hillsborough Park, the Park is clearly an important destination for children and young people within this area, **Fig.2** below shows this. All the children and young people we spoke to had visited the park at least once, and for many different reasons, this meant the conversations we had were relevant and helpful.

Fig.2



Working with the CIT we tried to devise a questionnaire that was as impartial, transparent and helpful as possible, whilst also not being misleading or overpromising potential changes which wouldn't be possible. With advice from the CIT we took the survey into schools, with a member of staff present to talk through the survey and explain things clearer, rather than sending something into schools cold, which would have been harder to complete. See **Appendix C** for pictures of some of the engagement sessions in action.

In addition to the feedback found in the full data set from the surveys and CIT's summary of the findings, Forge Valley Secondary Schools' Council shared with us some recent consultation they had carried out with 591 pupils within the school, the slides related to Hillsborough park can be found in **Appendix D**. Things that came out as important to young people were football pitches, astro turf and improvements to the playground amongst other things. From the School Council perspective, the majority of the group didn't use the tarmac area as said there weren't activities for them to do there.

The consultation has affirmed recent research around the Make Space for Girls campaign, specifically around 'Deconstructing the default male landscape' and talks about 'if there's just one space or pitch, chances are that the boys will take it over. Dividing it up gives everyone a chance to play...'. 'creating openness and visibility in parks, clear escape routes and better lighting made women feel safer, along with a visible presence of park staff.' Although women and girls are one of a number of key target audiences the activity hub would aim to reach, designing a space which appeals to multiple audiences is a priority for this project and the conversations we've had with children and young people have emphasized this even more.

With regards the Friends of Hillsborough Park, the group have kept us up to date with regards their position, which has not changed. The group do not support the change that this proposal would bring about. We have kept them updated with the engagement work we have carried out and shared with them copies of the surveys used.

2.2 MUGA Observation Data carried out by Parks and Countryside staff

In addition to the survey carried out with children and young people, we also carried out some observations of MUGA usage with our staff on site. We did this throughout the period

between 30 March 2023 and 3 May 2023. This covered both term time and a holiday period, which has been highlighted as a potential pinch point from a user capacity perspective.

The table below provides a summary of the observations at varying times and days of the week. The data is limited to the days that staff were on site, however it does demonstrate the range of uses. Of the times observed the current large tarmac space/MUGA was being used predominantly for football and basketball and by more males than females. As expected, during the peak times of school holidays and after school, there was greater footfall and mixed usage, at other times, during the days in term time, this attendance dropped off significantly and was used by younger children and families.

Date	Day of the week	Time	Activity
30.03.2023	Thursday	5.00pm	4 boys ages 10-15 playing football
31.03.2023	Friday	4.00pm	10+ people mixed ages playing football and basketball
03.04.2023	Monday (school hol)	1.00pm	Empty
06.04.2023	Thursday (school hol)	8.00am	2 males age 40+ roller blading
11.04.2023	Tuesday (school hol)	Not recorded	VERY BUSY 30+ people mixed games
13.04.2023	Thursday (school hol)	3.00pm	2 families playing football
14.04.2023	Friday (school hol)	Not recorded	3 girls age 7-12 with parents – basketball and scoots 2 boys age 14 play football
18.04.2023	Tuesday	4.00pm	5 boys age 11+ play football 2 families with young children just playing
24.04.2023	Monday	7.00pm	3 families children age 2-10, mixed games
26.04.2023	Wednesday	5.00pm	Empty
03.05.2023	Wednesday	8.30am	Family with toddler (bike) Group girls and boys age 13+ mixed games
11.05.2023	Thursday	Not recorded	6 boys age 8-15 play football 2 girls age 7-11 with parents mixed games
16.05.2023	Tuesday	8:15am 4pm	7 adult male skateboarding 10+people mixed ages

3.0 Sheffield's Cycling for All (SC4A)

As highlighted within the **Introduction 1.1** it was agreed within the Committee meeting on 21 March, that Parks and Countryside officers, together with Courtside CIC would continue to work with SC4A to try and identify solutions which would enable their service to continue within the park, whilst also accommodating other users who may be displaced by the proposed occupation of SC4A on the new multi-use-games-area (MUGA).

Since the meeting, officers met with SC4A together with Courtside CIC. The focus of the conversation was around, not on the occupation of C4A on the MUGA area, as SC4A had said that they could be accommodated within the proposed footprint, but around the displacement of other users being properly addressed should the proposal go ahead.

SC4A also highlighted that they wanted to hear reassurance that the consultation has been carried out in a way that proactively engaged local people whilst proportionately engaging all social groups, and that the consultation was not just purely a yes/no question but gave people an opportunity to indicate a preference for alternatives.

- (c) create new connectivity between the pump track, Learn to Ride area and the new MUGA

SC4A are speaking with group members and users and we will have an update on this in time for the Charity Committee Meeting on 5 June.

4.0 Risks to funding from External Bodies

The delays to this project, after Co-Op Exec Approval in April 2022 and then the deferred decision pre-election period in March 2023, have already meant that £25k is no longer available from the Investing for Growth fund.

£300k of other funding made up of £150k from Sport England and £150k from The Key Fund is also at risk if the project is further delayed and the money is not spent by 31 March 2024.

In addition to the specific and tangible risk of funds, there is further reputational risk for the Council if the project is not delivered in a timely manner. Sport England had offered a solicited Community Asset Fund bid towards this project in 2022 as they felt it contributed to wider outcomes as part of their covid recovery works and active environment strands of their Towards an Active Nation Strategy. We are beyond the initially agreed project timeline and as Sheffield has a good track record of delivery with Sport England and the LTA, the goodwill is still there however it is fading quickly.

5.0 Conclusion

Although any local decision about whether to approve development and accept investment in a conservation area on land with charitable status is bound to elicit differences of opinion, we believe wholeheartedly that supporting the proposed multi-activity hub in Hillsborough will bring benefits to the ward, surrounding area and the city overall. The previous Charity Trustee Sub Committee meeting in March 2023 reflected those arguments for and against, and the subsequent pause due to the pre-election period has allowed for further consultation as requested by the Sub Committee.

Council officers and partners have had the opportunity to reflect and focus on the feedback received. The key points around children/young people engagement, as well as further dialogue with SC4A, have allowed for a possible change to the hub design to emerge as a compromise that could be a workable solution for a wide range of user groups. We will have a further update on this on 5 June 2023, after further conversations have taken place.

The proposed investment in place is complemented by a no less important investment in people, with the potential for 10-15 jobs being created for local residents (including apprenticeships) and skills being developed (including volunteering opportunities). We believe this combination will drive improved social and financial outcomes, as well as delivering facilities now for the people of Hillsborough and for future generations of Sheffielders to enjoy.

In closing, it is worth saying that we have been inspired by the children and young people we've spoken to and feel even more so than before, that this proposal would benefit a far wider audience than the current space provides. We have developed ideas with local Councillors and SC4A which would continue to support them to provide an important service for disabled people across the city. We feel the multi-activity hub will make this recreational part of Hillsborough Park a home from home for locals as well as a destination day-out for others, bringing people together and helping them to be active.

HILLSBOROUGH PARK

Multi Sports Facility

Children and Young People's Questionnaire

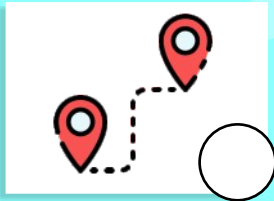
These questions are for people who do not use this park



First, tell us a bit about you...

Age	<input type="checkbox"/>	Gender	<input type="checkbox"/>	Postcode...
5 - 10	<input checked="" type="checkbox"/>	Female	<input checked="" type="checkbox"/>	(e.g. S6)
11 - 15	<input checked="" type="checkbox"/>	Male	<input checked="" type="checkbox"/>	<input type="text"/>
16 - 18	<input checked="" type="checkbox"/>	Other	<input checked="" type="checkbox"/>	
19+	<input checked="" type="checkbox"/>	Don't want to say	<input checked="" type="checkbox"/>	

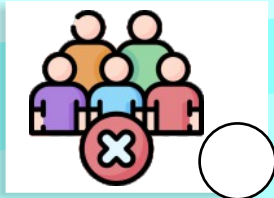
1 Why don't you go to Hillsborough Park to use the large tarmac sports area?



Too far away



Worried about other kids there



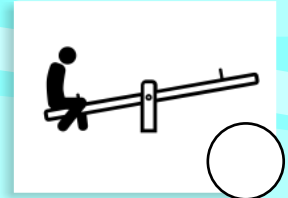
There's no space to play



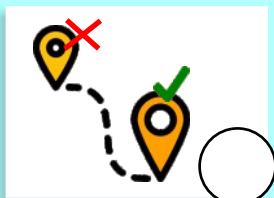
I don't feel safe



Nothing to do there



My friends don't go there



I go to a different place

Some other reason? Tell us

2 Would you use the large tarmac area to do any of these things?

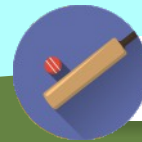
Tick as many as you want



Football



Biking



Cricket



Basketball



Scooting



Seeing friends



Something else? Tell us...

3 Is there anything you would change about the large tarmac area that would make you use it?

Sheffield City Council want to ask you about a...

Multi-Activity Hub



We would like to change how things are set out at Hillsborough Park.

This is what it looks like at the moment ↗



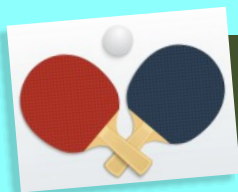
There are:
4 tennis courts
1 large tarmac sports area



We are thinking of making the large tarmac area a bit smaller so we can fit in some new things for people to do. It would look like this. ▼



We want to fit in some new things for people to do. There would be:



An area for table tennis, basketball shots and playing



Tennis courts



Padel tennis courts

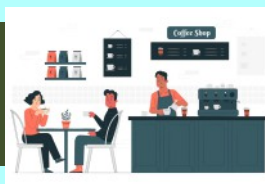


Mini golf

People would have to pay money to do these 3 things!

We also want there to be:

- Toilets
- Café with food and drink
- Indoor activity space



You would still be able to use the MUGA (multi use games area) to play football and basketball for free.

At the moment other groups, like the Sheffield Cycling For All group, use the big tarmac area to ride bikes on. They would keep using the MUGA in the day time.

This would be the new MUGA



4 If the MUGA was being used, are there other free activities you would want to do in the park and in the multi-activity hub?

Tick a number between 1 and 5 for your answer: **1** = Definitely not! **5** = Yes! I want to

A.



The pump track or learn to ride area

1 2 3 4 5

B.



Portable goals to be used for football on grass areas

1 2 3 4 5

C.



Informal basketball around the hub area

1 2 3 4 5

1 = Definitely not! **5** = Yes! I want to

D.



Table tennis on new tables in the hub

1	2	3	4	5
---	---	---	---	---

E.



Garden games in the hub (e.g. Bowls, Quoits, Giant Connect 4)

1	2	3	4	5
---	---	---	---	---

F.



Free activity camps in the school holidays

1	2	3	4	5
---	---	---	---	---

G.



Walking, jogging or cycling around the park

1	2	3	4	5
---	---	---	---	---

H.



Socialising/meeting friends in the hub

1	2	3	4	5
---	---	---	---	---

I.



The existing playground

1	2	3	4	5
---	---	---	---	---

J. Something else? Tell us...

K. I would not want to do any of these things!



5 What do you think of the following pay and play activities?

These activities cost money to do them, but they help us raise money to look after the park.

1 = Really do not like it

5 = I really like it

A.  1
2
3
4
5


Mini golf
£4 each
for 9 holes

B.  1
2
3
4
5

Padel tennis
£4 each
for 1 hour

C.  1
2
3
4
5

Shuffleboard
£2.50 each for
a 1 hour game with
4 people

D.  1
2
3
4
5

Tennis
£1.50 each for
a 1 hour game with
4 people

E.  1
2
3
4
5

Netball
£1.50 each for
a session with
10 people

F.  1
2
3
4
5

Exercise class
£7 each for
an hour class

6 Would any of these things make you want to start coming to Hillsborough Park?

1 = Not important at all


5 = Really important


 Free-to-use public access toilets 1 2 3 4 5

 Good value food and drink 1 2 3 4 5

 Free onsite wifi 1 2 3 4 5

 Covered cycle/scooter rack/storage 1 2 3 4 5

 Floodlights for year-round activity in the evenings 1 2 3 4 5

 Staff in the park – year-round and evenings 1 2 3 4 5

Something else that would make the park better? Tell us...

7 Which one would you choose for Hillsborough Park?

Option A

- Keep the park as it is.
- This means you keep the large tarmac sports area, next to the tennis court area

Option A



Option B

- Build a new multi-activity hub with a high quality MUGA.
- The big tarmac area would be smaller.
- There would be new things to do in the park.

Option B



Option C

I'm not sure



Have you got anything else you want to say? Tell us...

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HILLSBOROUGH PARK

Multi Sports Facility

Children and Young People's Questionnaire

These questions are for people who
use this park already

First, tell us a bit about you...

Age

5 - 10



11 - 15



16 - 18



19+



Gender

Female



Male



Other



Don't want to say



Postcode...

(e.g. S6)



1 How many times do you go to Hillsborough Park?

Every Day ☐

Nearly every day ☐

Once a week ☐

Every month ☐

Every few months ☐

Once a year ☐

Less than once a year ☐



2 How many times do you use the tarmac sports area?

Every Day ☐

Nearly every day ☐

Once a week ☐

Every month ☐

Every few months ☐

Once a year ☐

Less than once a year ☐



3 What do you use the large tarmac sports area for at the moment?



Football ☐



Biking ☐



Cricket ☐



Basketball ☐



Scooting ☐



Seeing friends ☐



Something else? Tell us...

4 What do you like about the large tarmac sports area at Hillsborough Park?

Leave it blank if there's nothing you like!

5 What would you like to see changed about the large tarmac sports area?

Leave it blank if there's nothing you want to change

Sheffield City Council want to ask you about a...

Multi-Activity Hub



We would like to change how things are set out at Hillsborough Park.

This is what it looks like at the moment ↴

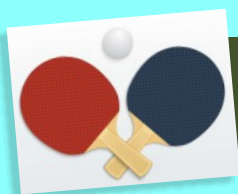


There are:
4 tennis courts
1 large tarmac sports area

We are thinking of making the large tarmac area a bit smaller so we can fit in some new things for people to do. It would look like this. ▼



We want to fit in some new things for people to do. There would be:



An area for table tennis, basketball shots and playing



Tennis courts



Padel tennis courts

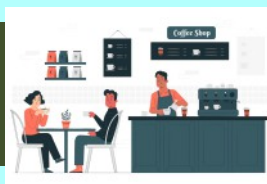


Mini golf

People would have to pay money to do these 3 things!

We also want there to be:

- Toilets
- Café with food and drink
- Indoor activity space



You would still be able to use the MUGA (multi use games area) to play football and basketball for free.

At the moment other groups, like the Sheffield Cycling For All group, use the big tarmac area to ride bikes on. They would keep using the MUGA in the day time.

This would be the new MUGA



5 If the MUGA was being used, are there other free activities you would want to do in the park and in the multi-activity hub?

Tick a number between 1 and 5 for your answer: **1** = Definitely not! **5** = Yes! I want to

A.



The pump track or learn to ride area

1 2 3 4 5

B.



Portable goals to be used for football on grass areas

1 2 3 4 5

C.



Informal basketball around the hub area

1 2 3 4 5

1 = Definitely not! **5** = Yes! I want to

D.



Table tennis on new tables in the hub

1	2	3	4	5
---	---	---	---	---

E.



Garden games in the hub (e.g. Bowls, Quoits, Giant Connect 4)

1	2	3	4	5
---	---	---	---	---

F.



Free activity camps in the school holidays

1	2	3	4	5
---	---	---	---	---

G.



Walking, jogging or cycling around the park

1	2	3	4	5
---	---	---	---	---

H.



Socialising/meeting friends in the hub

1	2	3	4	5
---	---	---	---	---

I.



The existing playground

1	2	3	4	5
---	---	---	---	---

J. Something else? Tell us...

K. I would not want to do any of these things!



6 What do you think of the following pay and play activities?

These activities cost money to do them and would help us raise money to look after the park.

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5 = I really like it

A.  1
2
3
4
5

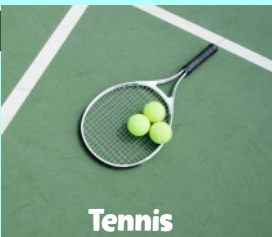
Mini golf
£4 each
for 9 holes

B.  1
2
3
4
5

Padel tennis
£4 each
for 1 hour

C.  1
2
3
4
5

Shuffleboard
£2.50 each for
a 1 hour game with
4 people

D.  1
2
3
4
5

Tennis
£1.50 each for
a 1 hour game with
4 people

E.  1
2
3
4
5

Netball
£1.50 each for
a session with
10 people

F.  1
2
3
4
5

Exercise class
£7 each for
an hour class

7 As well as the activities above. How important are these other things to you?

1 = Not important at all

5 = Really important

 **Free-to-use public access toilets** 1 2 3 4 5

 **Good value food and drink** 1 2 3 4 5

 **Free onsite wifi** 1 2 3 4 5

 **Covered cycle/scooter rack/storage** 1 2 3 4 5

 **Floodlights for year-round activity in the evenings** 1 2 3 4 5

 **Staff in the park – year-round and evenings** 1 2 3 4 5

Something else that would make the park better? Tell us...

8 Which one would you choose for Hillsborough Park?

Option A

- Keep the park as it is.
- This means you keep the large tarmac sports area, next to the tennis court area

Option A



Option B

- Build a new multi-activity hub with a high quality MUGA.
- The big tarmac area would be smaller.
- There would be new things to do in the park.

Option B



Option C

I'm not sure



Have you got anything else you want to say? Tell us...

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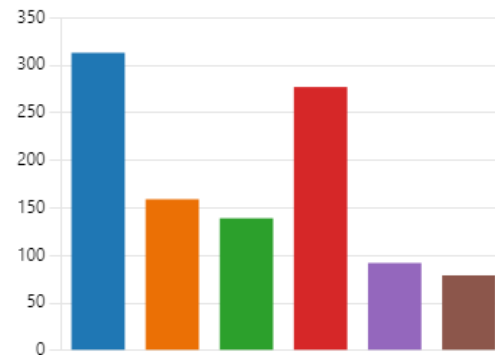
Hillsborough Park

- 81% of pupils surveyed go to Hillsborough Park; mostly on a weekly or monthly basis
- 66% go with friends from school, 34% go with friends from outside school, 40% with family

13. Again, if you go to Hillsborough Park, what do you do there? (tick all that apply) (0 point)

[More Details](#)

● Socialise	313
● Play sports/fitness	159
● Use the playground	139
● Walk	277
● Use the Pump Track	92
● Picnic	79



What would you like to see in Hillsborough Park and in your area?

In the park –

- Football pitch/astro-turf/football nets
- Better playground
- Water park
- Picnic benches/more bins/toilets
- Basketball nets
- More activities for older kids
- Fairs and events more often
- Zip wire/parkour equipment/bigger slides and swings
- Memorial
- Fitness area/gym equipment
- Trampolines

In your area –

- Mental health support groups
- Boxing/tennis/football/more unique sports
- Pottery making
- Youth theatre/music/drama
- Dirt bikes
- Cookery
- Electric scooters
- Hiking
- Board games/chess
- Climbing wall



Report to Policy Committee

Author/Lead Officer of Report:

Tammy Whitaker Head of Regeneration and Property Services

Tel: 07342 071141

Report of: *Executive Director City Futures*

Report to: *Charity Sub Committee*

Date of Decision: *5 June 2023*

Subject: *Sale of Land off Twentywell Lane, Sheffield S17, at the North-Side of Poynton Woods*

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?	1272			
Has appropriate consultation taken place?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Has a Climate Impact Assessment (CIA) been undertaken?	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Does the report contain confidential or exempt information?	Yes	<input type="checkbox"/>	No	<input checked="" 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:-				

Purpose of Report:

This report seeks the approval of the Charity Sub Committee acting as Charity Trustee of the JG Graves Charitable Trust ("the Charity") to the sale of land off Twentywell Lane to the north side of Poynton Woods, Sheffield S17.

Recommendations:

- R1.** Approve the freehold sale of the Trust Land based on the terms of this report.
- R2.** On consideration of the Qualified Surveyor's Report, to confirm that the Trustees are satisfied that the proposed terms are the best that can be reasonably obtained in the circumstances.

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: Janinne Scarborough
		Legal: <i>David Sellars/ Leone Wallace</i>
		Equalities & Consultation: <i>Ed sexton</i>
		Climate: <i>n/a</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>Executive Director City Futures</i>
3	Committee Chair consulted:	<i>Cllr Ian Auckland</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>John Hurman</i>	Job Title: <i>Senior Surveyor</i>
	Date: <i>16 June 2023</i>	

1. PROPOSAL

- 1.1 The proposal relates to the freehold disposal to Network Rail of the land measuring 1,499 square metres and shown coloured pink (the Trust Land) on the plan attached to this report at Appendix 1, and a financial contribution towards improvements to Poynton Woods.
- 1.2 The Trust Land is required by Network Rail for the construction of a secure compound to house a Power Supply Point (PSP). Planning permission (22/01767/FUL) for the PSP has been granted; elevations and plans are attached to this report at Appendix 2.
- 1.3 The PSP, which will occupy an area of 250 square metres of the Trust Land, comprises of a single storey building and separate generator. It will provide new signalling systems, power supply and equipment storage space to support the wider delivery of the £145m government backed Hope Valley Capacity Scheme ('the Capacity Scheme') when construction is complete. The remaining Trust Land will continue to be used for access by maintenance vehicles to the two adjoining railway lines.
- 1.4 The Trust Land, which consists of a triangular area of rough hardstanding off Twentywell Lane and is bound by the Midlands Main Line and Hope Valley Line. Used currently as open storage land by the City Council's Parks and Countryside Service and for accessing adjoining Council land, the Trust Land is located within an area of open space as designated within the Sheffield Unitary Development Plan. As the PSP will occupy only a small amount of the Trust Land, the permitted development will not harm the function of the open space.

- 1.5 A Public Right of Way (PRoW) (SHE/318), which crosses the Trust Land and provides pedestrian access to and from Twentywell Lane through Poynton Woods and beyond, will be maintained.
- 1.6 No public vehicular rights of way are permitted across the Trust Land, other than Network Rail who have existing rights of access to maintain the two adjoining railway lines.
- 1.7 The Trust Land is held in charitable trust by The JG Graves Charitable Trust (Charity Registration Number 207481) Charity and administered by the City Council, with the Charities Sub-Committee acting as sole corporate Charity Trustee. The Charitable Trust is registered with the Charity Commission and governed by a Charity Commission Scheme dated 12 March 2009.
- 1.8 Management of the Trust Land is undertaken by the Parks & Countryside Service.
- 1.9 Network Rail is a statutory body with powers to compulsorily purchase the Trust Land if it cannot do so by agreement. It has secured a Transport Works Order (Hope Valley Capacity Scheme Order 2018) to take possession of Trust Land and carry out the works authorised by the Order and permitted under the planning permission if necessary.
- 1.10 It is proposed that future occupation of the Trust Land would be regularised through transfer of freehold ownership. Ownership will not pass to Network Rail until the Trust Land has been formally conveyed, which will occur once compensation has been settled, either by agreement or by the Lands Tribunal.
- 1.11 Network Rail is currently seeking to acquire the Trust Land by agreement, and in line with the Qualified Surveyor's Report have offered to pay a sum of £25,000 to compensate the Charity for the loss of the Trust Land. Network Rail propose to make a further financial contribution of £9,200 so that the Council can make improvements to Poynton Woods, which the Parks and Countryside Department has identified; these include the following: -
- New site signage
 - Footpath improvements (not on PROW definitive map)
 - Ecological and Archaeological surveys of Poynton Wood
- 1.12 In addition, the City Council shall keep the following rights: -
- a 3-metre wide right of way for all purposes through the site, as shown, hatched blue at Appendix 1; and
 - a right to establish up to a 4 x 4 metre storage compound area, and parking for maintenance vehicles.

2. HOW DOES THIS DECISION CONTRIBUTE?

- 2.1 The charitable objectives of the Charity are “the recreation of the public as public walks or pleasure grounds within the meaning of the Public Health Acts or as an open space within the meaning of the Open Spaces Act 1906”.
- 2.2 It is considered that the PSP will not harm the function of the Trust Land, the wider area of Open Space, or the existing PRow. The proposed sale will not therefore conflict with the objects of the Charity or the purposes for which the Trust Land was donated to the City nor will its disposal affect the delivery of the Trust objects.
- 2.3 Disposal of the Trust Land will facilitate the delivery of the Capacity Scheme, which includes the following works:
- the construction of a second railway line at Dore & Totley Station,
 - an extension of the existing station platform,
 - construction of a second platform; and
 - construction of a footbridge and lifts
- 2.4 By enhancing local community and neighbourhood transport facilities, links, and their accessibility, the disposal of the Trust Land will contribute to the ambitions and principles within the Corporate Plan, particularly environmental, social, and economic.
- 2.5 Track capacity running through Dore and Totley Station shall be doubled, improving journey times, connectivity, and the reliability of the railway network along the Hope Valley Line and Midlands Main Line, ensuring a sustainable public transport provision is secured for the long term across the Hope Valley and locations beyond.
- 2.6 An extension of the existing single track linking the Hope Valley line with the Midland Main line to the west of Dore and Totley station, along with a new rail loop constructed at Bamford, will allow freight trains to be halted to allow passenger trains to overtake.
- 2.7 The Capacity Scheme will increase the attractiveness of travel by rail encouraging greater use resulting in some modal shift from road to rail, helping to support the drive towards net zero carbon emissions.
- 2.8 Encouraging a move away from private car use will reduce congestion and improve air quality. Air quality adversely affects human health and has short and long-term health impacts, particularly for respiratory and cardiovascular health, including increased admissions to hospital. Consequently, supporting the proposal will have a positive impact on health inequalities.
- 2.9 By removing existing barriers caused by the mix of conflicting services using the line i.e. fast trains, local stopping trains and freight trains, the Capacity Scheme will allow for additional capacity and improve connectivity along the line. This will support economic growth by encouraging more people to work, learn in or visit the city through adequate capacity, reliable journeys and reasonable journey times within and between city regions, and to access international gateways.

2.10 The Capacity Scheme will support future growth in services and Network Rails forecasted increase in passenger demand.

2.11 The sale of the Trust Land will also contribute to charitable objectives of the Charity as follows:

- (a) it will generate a capital receipt to be retained by the Charity and invested or used for the purposes of the objects of the Charity.
- (b) it will provide a financial contribution enabling the Council to carry out survey works, improve signage and footpaths within Poynton Woods making it more pleasant for the public to visit and use.
- (b) it will maintain the existing PRow.
- (d) it will maintain rights benefiting the City Council, i.e. a right of access for any purpose and a right to occupy part of the Trust Land as a site compound and parking of maintenance vehicles.
- (e) it will remove all future liability from the Charity to maintain and insure the Trust Land and to keep it in repair, which will reduce the Charity's expenses on these overheads.

3. HAS THERE BEEN ANY CONSULTATION?

3.1 Pursuant to section 121 of the Charities Act 2011 and section 123(2A) of the Local Government Act 1972, due to the Trust Land being held in charitable trust and designated as open space, half page public notices will be placed in a local newspaper for two consecutive weeks publishing the proposed disposal; members of the Charity Sub Committee will be briefed on any subsequent representation.

3.2 As part of the Network Rail (Hope Valley Capacity) Order, which was made on 18th April 2018 (TWAO reference (TWA 3/1/4/66)), Network Rail were required to consult on the proposals of the Capacity Scheme, this included engagement with Sheffield City Council, and other stakeholders i.e. any land owner, lessee, tenant or occupier of land potentially impacted by the Capacity scheme. Local councillors and stakeholder groups were invited to a stakeholder event, where consultation material for the Capacity Scheme was available at the event, including display panels and information leaflets. A presentation about the Capacity Scheme was also given and a question-and-answer session held.

3.3 Network Rails planning application (Ref 22/01767/FUL) relating to the Trust Land was also subject to the standard statutory public consultation, carried out by the Council as Planning Authority. The application was open for comments from the date of validation to the 'Standard Consultation Expiry Date' which was 22 June 2022.

4. RISK ANALYSIS AND IMPLICATIONS OF THE DECISION

4.1 Equality of Opportunity Implications

- 4.1.1 The object of the Charity is to maintain the Trust Land for recreation to all members of the public without restriction to or distinction between any person's characteristics including, but not limited to the protected characteristics identified. No equality implications are therefore to be considered in the decision requested by this report on the proposed disposal. Overall this proposal will have a positive impact that will benefit users of the Trust Land and Poynton Woods.
- 4.1.2 The financial contribution by Network Rail for improvements to Poynton Woods will enable the woods to be more widely accessible. Consequently this should encourage social interaction, visitors to stay longer in the outdoors, bring new users to the area and increase opportunities for the community connections needed to get people more active hence promoting Health & Wellbeing. There are no negative impacts identified.
- 4.1.3 The terms of the proposed disposal will ensure the existing PRoW will be maintained, and rights of access and use benefiting the City Council will continue. This will enable the Council to carry out management of the woodland for the benefit of the public in line with objects of the Charity.

4.2 Financial Implications

- 4.2.1 The proposed disposal of the trust Land will generate a capital receipt of £25,000 which will be retained by the Charity and re-invested or used for the purpose of the Charity in accordance with its charitable objects. The additional financial contribution is to be used for specific improvements to Poynton Woods as identified by the Parks and Countryside Department.
- 4.2.2 Network Rail will pay the Charity's costs and expenses of negotiating and completing the legal notices and contracts ensuring there is no cost to the Charity incurred by the proposed disposal.

4.3 Legal Implications

- 4.3.1 The freehold interest of the Trust Land was conveyed to the Council by a conveyance dated 20 October 1950 made between (1) The British Transport Commission and (2) The Lord Mayor Aldermen and Citizens of the City of Sheffield ("the Conveyance") to be held on charitable trust. The objects of the Charity are *"the recreation of the public as public walks or pleasure grounds within the meaning of the Public Health Acts or as an open space within the meaning of the Open Spaces Act 1906"*.
- 4.3.2 The Trust Land forms part of the land comprised in the Conveyance and the Council as charity trustee must comply with the restrictions on any disposition contained in the relevant provisions of the Charities Act 2011. These contain a general obligation to achieve the best price that can be reasonably obtained on any disposal but also contains several specific obligations as detailed below.
- 4.3.3 Section 119 of the Charities Act 2011 contains an obligation to obtain and consider a written report on the proposed disposal from a qualified surveyor

instructed by the charity trustee and acting exclusively for the Charity. A report compliant with the requirements of section 119 has been obtained and is attached to this report at Appendix 3.

- 4.3.4 As the Trust Land is held by the Charity for a specified purpose (known as designated land), there are additional requirements that must be complied with in relation to the proposed disposal:

(a) pursuant to section 121 of the Charities Act 2011 to give public notice of the proposed disposal for at least one month and to take into consideration any representations made within this notice period; and

(b) where there is no express power within the governing document of the Charity the charity trustee does not have the necessary powers to dispose of the Trust Land without obtaining an order or scheme from the Charity Commission authorising the disposal.

- 4.3.5 The Conveyance does not contain an express power allowing the charity trustee to dispose of the whole or any part of the land held on trust for the objects of the Charity. In previous disposals of land held on charitable trust by the Council it has in the appropriate circumstances relied on the power of sale contained in section 6 of the Trusts of Land and Appointment of Trustees Act 1996 which can be applied where the extent of the disposal is in proportion to the overall size of Trust so small that it will have no impact on the charity's ability to further its objects. Legal Services' advice is that this power can be relied on in the proposed disposal of the Trust Land.

4.4 Other Implications

- 4.4.1 None beyond those identified in this report. The terms of the proposed disposal will ensure the existing PROW will be maintained, and rights of access benefiting the City Council will continue. This will enable the Council to carry out management of the woodland for the benefit of the public in line with objects of the Charity.

5. **ALTERNATIVE OPTIONS CONSIDERED**

- 5.1 Should the recommendations of this report not be supported and if Network Rail were unable to purchase the Trust Land by agreement, then as a statutory authority Network Rail could resort to using compulsory purchase powers to secure the purchase of the Trust Land.
- 5.2 It is considered that there are no other realistic options here given that Network Rail can compulsorily purchase the Trust Land. This would mean that they are not obligated to make the financial contributions agreed by agreement in 1.11 or allow the City Council to reserve rights of access as highlighted in 1.12.

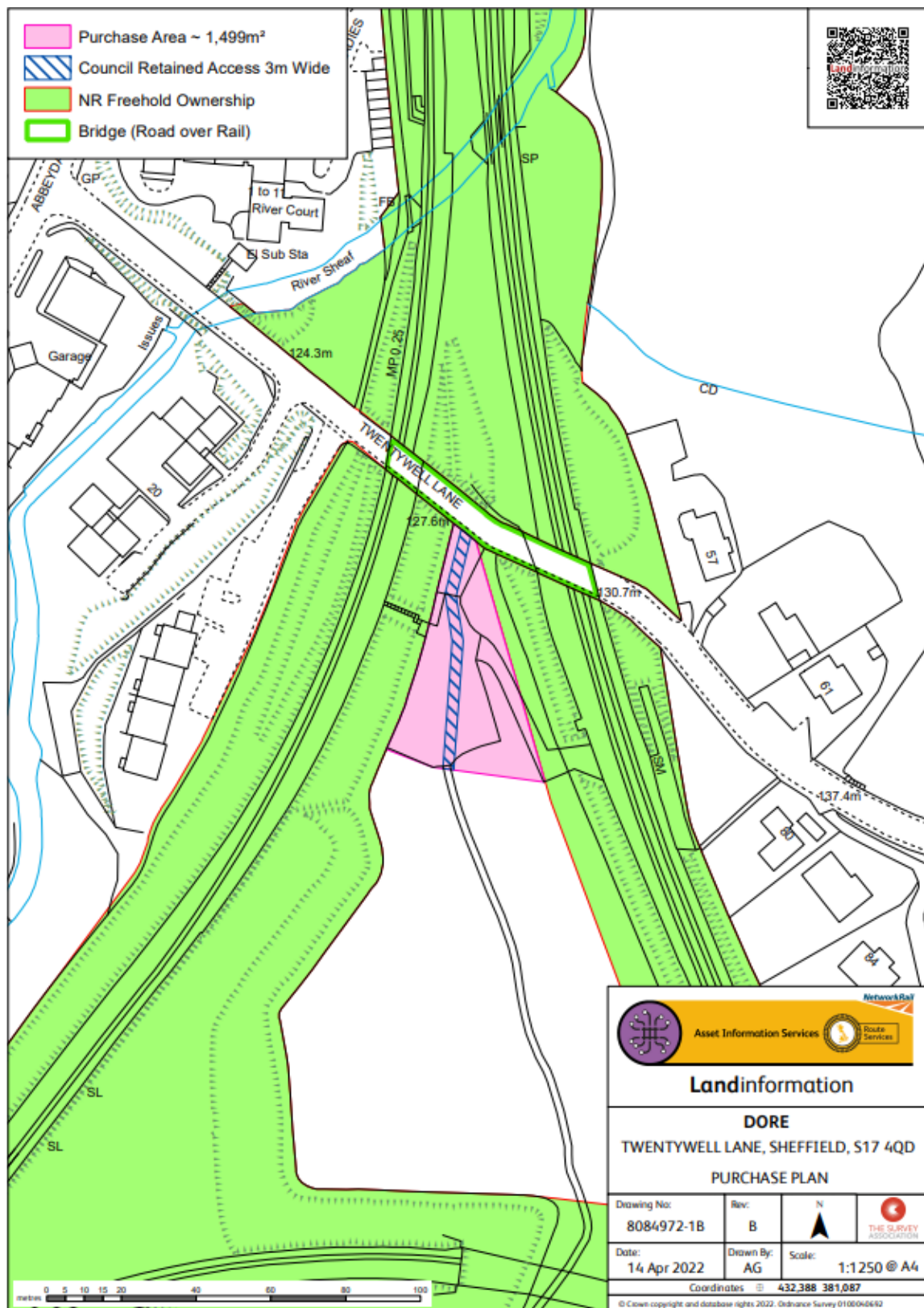
6. **REASONS FOR RECOMMENDATIONS**

- 6.1 The increased line capacity will improve journey times, connectivity, and the reliability of the railway network along the Hope Valley and Midlands Main Lines. This will encourage more rail journeys supporting economic growth and the drive towards net zero carbon emissions.
- 6.2 The sale will help deliver improvements to the Dore and Totley Station enhancing the existing rail transport infrastructure and accessibility.
- 6.3 The sale will provide a financial contribution to facilitate improvements to Poynton Woods identified by Council Officers within the Parks and Countryside Department.
- 6.4 The sale will generate a capital receipt which will be retained by the Charity and invested or used for the purposes of the objects of the Charity. The terms of sale will ensure the PRow is retained and the City Council reserve rights of access over the Trust Land.
- 6.5 The sale will remove the liability from the Charity to maintain and insure the Trust Land and to keep it in repair which will reduce the Charity's expenses on these overheads.
- 6.6 Network Rail are a statutory authority with powers to compulsory purchase the Trust Land if required. If sale terms cannot be reached and Network Rail chose to implement those powers, then the matter could go to Lands Tribunal for determination. The Charity could then incur costs and the Trust Land sold on less favourable terms than those recommended.

APPENDICES

1. Location Plan
2. Proposed layout drawing approved under planning ref: 22/01767/FUL
3. Qualified Surveyor's report

1. Location Plan



2. Proposed layout drawing approved under planning ref: 22/01767/FUL

QUALIFIED SURVEYOR REPORT

TO COMPLY WITH THE CHARITIES ACT

ON

**THE SALE OF PROPERTY LOCATED OFF TWENTYWELL
LANE TO THE NORTH SIDE OF POYNTON WOODS,
SHEFFIELD S17, TO NETWORK RAIL**

AS AT

20 MARCH 2023

**FOR USE BY SHEFFIELD CITY COUNCIL AS CHARITABLE
TRUSTEES OF JG CHARITABLE TRUST**

THE CHARITY (QUALIFIED SURVEYOR'S REPORTS) REGULATIONS 1992

PROPERTY OFF TWENTYWELL LANE TO THE NORTH SIDE OF POYNTON WOODS, TWENTYWELL LANE, SHEFFIELD S17

PROPOSED FREEHOLD SALE

1. PURPOSE OF REPORT

- 1.1 This report has been prepared by John Hurman a Member of the Royal Institution of Chartered Surveyors having experience of the valuation of both residential and commercial property for over 15 years in the Yorkshire region.
- 1.2 The purpose of this report is to advise Sheffield City Council as Charity Trustee of JG Graves Charitable Trust (Charity Registration Number 207481) ("the Charity") on the market value of Property located off Twentywell, Sheffield S17, and shown coloured pink on the attached plan. Network Rail are seeking to acquire the Property by agreement having secured a Transport Works Order (Hope Valley Capacity Scheme Order 2018).
- 1.3 Network Rail require to take occupation of the Property and construct in part a secure compound, to house a Power Supply Point (PSP) comprising of a single storey building and separate generator. This development will provide infrastructure for new signalling systems, power supply and equipment storage space to support the wider Hope Valley Capacity Scheme currently under construction. The remainder of the site will continue to be used by Network Rail for access by maintenance vehicles to the PSP and the two adjoining railway lines.

2. COMPLIANCE WITH THE CHARITIES (QUALIFIED SURVEYORS' REPORTS) REGULATIONS 1992

- 2.1 This report is prepared under the Charities (Qualified Surveyor's Report) Regulations 1992, and assesses the following:
 - The Property
 - Tenure and existing leases
 - Easements and covenants
 - Condition and needs of repair
 - Development potential
 - Confirmation of Market Value
 - VAT
- 2.2 There is usually a requirement for Charity Trustees to obtain a written report on a proposed disposition; in this case the freehold sale of the Property from a qualified surveyor and the Authority must advertise (market) the disposal in accordance with the advice in the report.

- 2.3 Marketing the property is not required as Network Rail has secured a Transport Works Order (Hope Valley Capacity Scheme Order 2018) to take possession of Trust Land and carryout the works authorised by the Order and permitted under planning permission 22/01767/FUL,
- 2.4 The Charities Act also requires confirmation the marketing has achieved best value. As marketing is not required in this case, best value has been determined through assessment of the Property's existing use, future development potential and comparable evidence when undertaking the valuation of the Property.

3. LIMITATIONS

- 3.1 The Property was inspected on 10 August 2022 by John Hurman who is the author of this report. The inspection has been restricted to one considered sufficient for the purposes of this report. No site investigations have been undertaken nor have any detailed enquiries of any Statutory Authority been made. For the purposes of this report, it is assumed that there are no deleterious materials within the site or any development constraints other than those highlighted in paragraph 8.1.

4. LOCATION

- 4.1 The Property, shown coloured pink on the attached plan, is located approximately 5 miles southwest of Sheffield city centre in the Dore and Totley area of the city. The Property is accessed from Twentywell Lane via the road bridge which crosses the Hope Valley and Midland Main lines; an aerial photo and street view of the Property are appended at Appendix 2 and 3.

5. DESCRIPTION

- 5.1 The Property comprises a triangular area of rough hardstanding and embankment measuring approximately 1,499 square metres. It is used on occasion for open storage by the City Council's Parks and Countryside Service as a site compound and for the parking of maintenance vehicles when accessing adjoining Council Property interests.
- 5.2 Vehicular access to the site is controlled via a locked gate. No public vehicular rights of way are permitted across the Property, other than Network Rail who have existing rights of access to maintain the two adjoining railway lines, and on occasion also use the Property as a site compound.
- 5.3 A Public Right of Way (PRoW) (SHE/318), crosses the Property and provides pedestrian access to and from Twentywell Lane through Poynton Woods and beyond; the PRoW shall be unaffected by the proposed sale, access to the footpath is controlled by 'A' type barrier.

6. TENURE

Freehold

7. CONDITION

The Property appears to have been maintained in adequate repair for its use as an occasional site compound, however, some potholes are visible, particularly in the driveway area between the highway and vehicular access gate.

8. TOWN & COUNTRY PLANNING

- 8.1 This area is located within an area of open space as designated within the Sheffield Unitary Development Plan and draft Local Plan. It is not considered that the Property holds any development potential beyond its current use and that permitted under the extant planning permission 22/01767/FUL granted 31 August 2022, which consented the construction of a new Principal Supply Point (PSP); a single-storey building compound including 2.3 metre high security fencing and access gates.

9. LEGAL INTEREST

- 9.1 The property is registered to Sheffield City Council at HM Land Registry under title number SYK633419 and forms part of larger title which incorporates the neighbouring Poynton Woods.
- 9.2 The Property together with the remaining land comprised in the conveyance was conveyed to the Council upon trust.

10. STATUTORY POWERS

- 10.1 The Property and the larger title, which incorporates the neighbouring Poynton Woods, is held on charitable trust by the Charity and administered by the City Council, with the Charities Sub-Committee acting as sole corporate Charity Trustee and management provided by Parks & Countryside Services. The charitable trust is registered with the Charity Commission as JG Graves Charitable Trust (Charity Registration Number 207481) and governed by a Charity Commission Scheme dated 12 March 2009 (the Scheme).
- 10.2 The charitable objects of the Charity are *“the recreation of the public as public walks or pleasure grounds within the meaning of the Public Health Acts or as an open space within the meaning of the Open Spaces Act 1906”*.
- 10.3 As the Property is held by the Charity for a specified purpose (known as designated land), there are additional requirements that must be complied with in relation to the proposed disposal:

- (a) pursuant to section 121 of the Charities Act 2011 to give public notice of the proposed disposal for at least one month and to take into consideration any representations made within this notice period; and
 - (b) where there is no express power within the governing document of the Charity the charity trustee does not have the necessary powers to dispose of the Land without obtaining an order or scheme from the Charity Commission authorising the disposal.
- 10.4 The Conveyance does not contain an express power allowing the charity trustee to dispose of the whole or any part of the land held on trust for the objects of the Charity. In previous disposals of land held on charitable trust by the Council it has in the appropriate circumstances relied on the power of sale contained in section 6 of the Trusts of Land and Appointment of Trustees Act 1996 which can be applied where the extent of the disposal is in proportion to the overall size of Trust so small that it will have no impact on the charity's ability to further its objects. Legal Services' advice is that this power can be relied on in the proposed disposal of the Trust Land.

11. PROPOSED DISPOSAL

11.1 The Proposed terms of the freehold sale are as follows:

- (a) Property: Situated off Twentywell Lane, Dore, Sheffield, S17, as shown coloured pink on the attached plan (Plan 1) extending to approximately 1,499 square metres.
- (b) Purchaser: Network Rail Infrastructure Limited.
- (c) Price: £25,000 (Twenty-five thousand pounds).
- (d) Possession: Vacant possession upon completion.
- (e) Additional Cost Contributions: The Purchaser make the following financial contributions arising as a result of the sale of the Property;
 - a financial contribution to street signage - £1,200
 - a financial contribution towards improvements to the Footpath - £3,000
 - a financial contribution towards ecological and archaeological surveys of Poynton Wood - £5,000
- (f) Rights to be Reserved: The Vendor is to retain a permanent right of way, at all times, over the Property shown outlined and hatch blue on the attached plan (Plan 1), extending to a width of 3 metres. This right of way is solely to be used by the Council (or persons so authorised by them).

(g) The Vendor is to retain a right to utilise an area of up to 4 x 4 metres, in a location to be agreed with the Purchaser, for vehicular parking and, or, a temporary compound whilst undertaking works associated with the management of the adjoining Property owned by the Council. For the avoidance of doubt, the Purchaser will ensure that the PROW through the property is maintained and kept clear at all times for the benefit of the general public

(h) Legal and Professional Costs: The Purchaser is to be responsible for the Vendor's;

- reasonable surveyors costs;
- reasonable legal costs; and
- associated advertising costs of public notices arising from the sale.

12. V.A.T.

There is no VAT chargeable.

13. VALUATION

13.1 It is considered that the Property's optimum use is limited to that of a site compound. However, the Property's net usable space is limited due to the proximity of the PROW, existing rights of way benefitting Network Rail to access the adjoining railway, and future rights to be reserved for the benefit of the Council.

13.2 The net useable space is therefore estimated to be approximately 250 square metres e.g. the footprint of the secure compound permitted under planning permission 22/01767/FUL.

13.3 Sites of this size and nature are not typically sold on the open market but are instead occupied ad hoc, on short-term tenancy or licence agreements. Sheffield Council regularly grants statutory authorities and developers' occupation of its land for site compounds on short term agreements, typically charging a rent £10 per square metre outside of the city centre. From experience statutory authorities such as Network Rail normally pay £250 per week for a 4-8 week occupation period; this will typically decrease for longer periods of occupation.

13.4 Site compounds are not typically bought/sold for investment purposes, but due to the lack of comparable sales evidence, a capital value approach is considered most appropriate when determining the value of the Property. Due to the short-term nature and limited rental growth of site compounds in general a yield level of 12%+ is deemed reasonable. The offer of £25,000 made by Network Rail equates back to a more favourable yield of 10%,

when adopting a market of rent of £10 per square metre, thereby producing a higher sales price.

14. CONCLUSIONS

- 14.1 In conclusion, if the Property were to be disposed of based on the proposed Heads of Terms and subject to the above comments, then it is considered that best value will be achieved.

15. ADVICE & RECOMMENDATIONS

- 15.1 It is advised that the proposal to dispose of the Property based on the proposed Heads of Terms is in the best interests of the Trustees.

16. DECLARATION

- 16.1 I have relied upon the information provided to me which I have assumed to be complete and correct as regards tenure, planning and all other relevant matters as summarised in this report. I confirm that there are no conflicts of interest that affect my ability or impartiality in the preparation of this report.

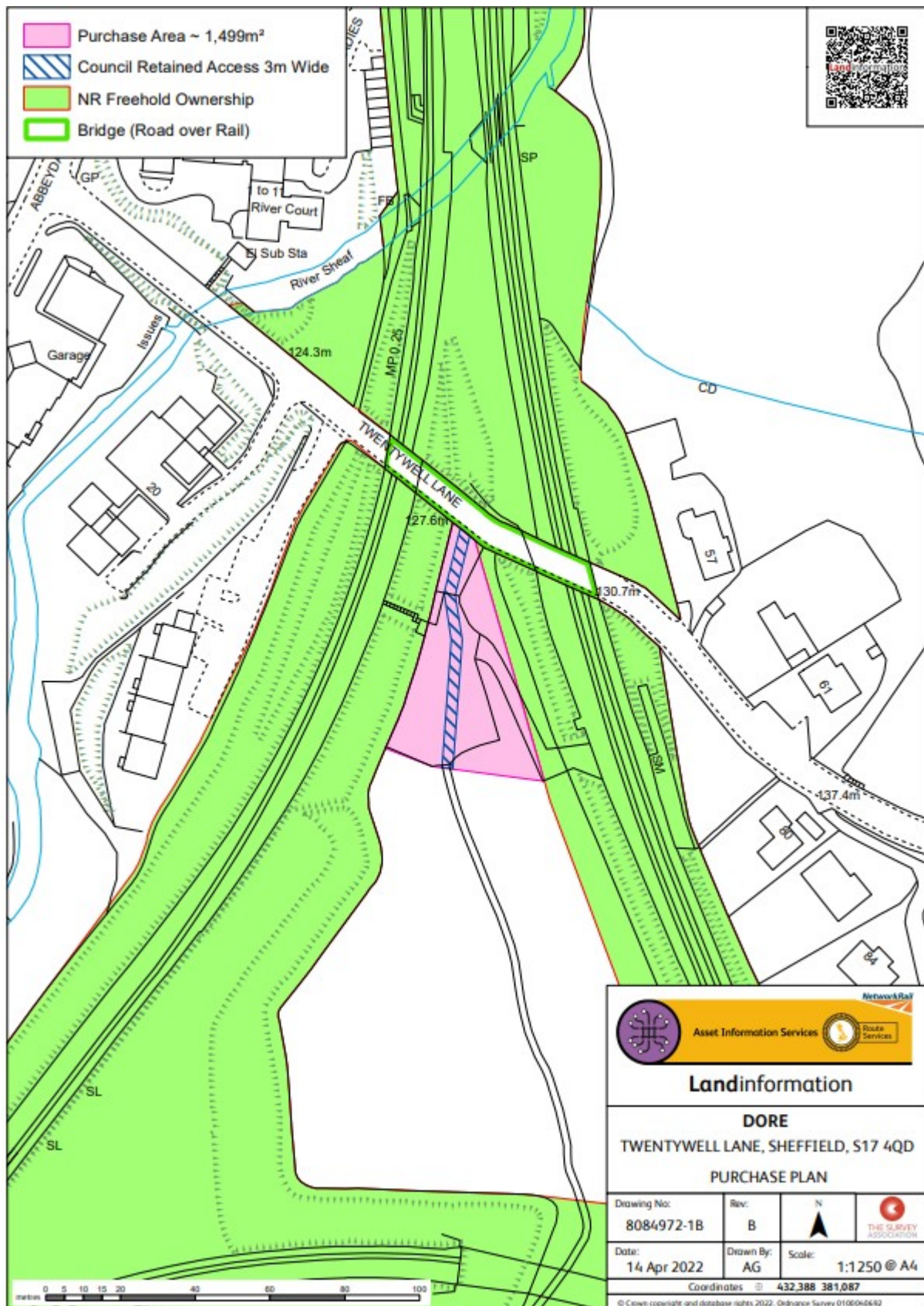
John Hurman BSc MRICS, Registered Valuer

20 March 2023

APPENDICES

1. Location Plan
2. Aerial Photo
3. Street View
4. Proposed layout drawing approved under planning ref: 22/01767/FUL

1. Location Plan



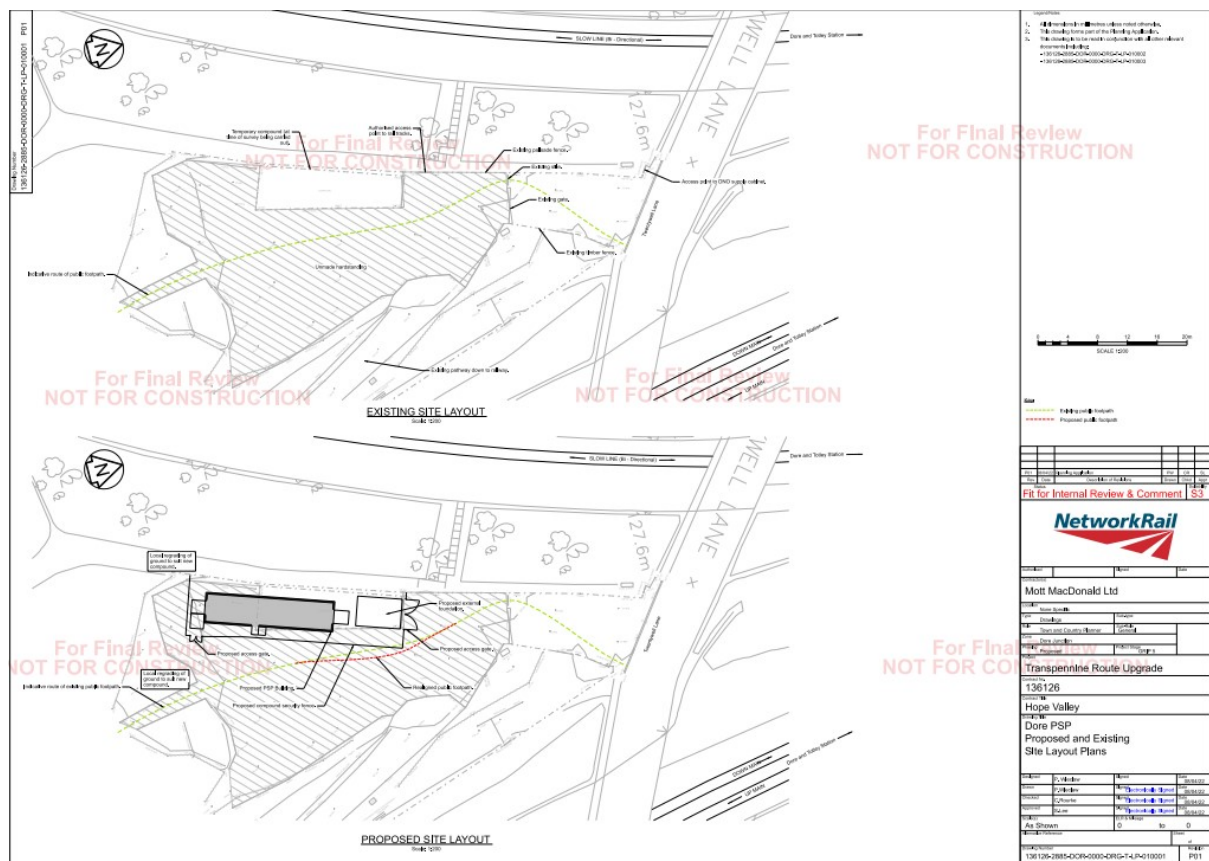
2. Aerial Photo



3. Street View



4. Proposed layout drawing approved under planning ref: 22/01767/FUL



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