

	Scheme name / business unit / summary description of key terms	Recipient	Value £'000
A	Economic growth		
	None		
B	Transport		
	None		
C	Quality of life		
	None		
D	Green and open spaces		
	None		
E	Housing growth		
	None		
F	Housing investment		
	None		
G	People – capital and growth		
	SEND Integrated Resource (IR) – Locality B -CASCADE ACADEMY (HUCKLOW PRIMARY SCHOOL / BECK PRIMARY SCHOOL / WHITEWAYS PRIMARY	Cascade Academy Trust:	

<p>SCHOOL)</p> <p>Background Grant agreements to facilitate Cascade Multi Academy Trust (“The Recipients / The Academy”) in remodelling existing accommodation at:</p> <ul style="list-style-type: none"> - Hucklow Primary School to secure places for 10 pupils with special educational needs. - Beck Primary School to secure places for 8 pupils with special educational needs - Whiteways Primary School to secure places for 10 pupils with special educational needs. <p>The Recipients will be responsible for monitoring and reporting during the work. SCC will agree the exact monitoring requirements required from the Recipients.</p> <p>SCC is able, in certain circumstances, to require the grant to be repaid. Such repayment may be enforced where the Recipient fails to comply with the Agreement. (The budget allocation to support these payment of this grant was agreed by cabinet on 18th March 2020)</p> <p>Key conditions The Academy Trust agrees, inter alia:</p> <ol style="list-style-type: none"> 1. that it will not, without the Council’s prior written consent, make any changes to the Proposal, and that it will not reduce the number of SEND places on offer without the agreement of SCC. 2. to ensure that value for money and Best Value are achieved at all times. 3. that if it becomes aware that the costs for the Project or any other aspect of the Project as contained in the Proposal has become incorrect, the Council must be notified immediately in writing. 4. That it will allow, and must ensure that its contractors allow, representatives of the Council, to visit and examine: <ul style="list-style-type: none"> • all operations carried out by the Grant Recipient and the Grant 	<p>Hucklow Primary School</p> <p>Beck Primary School</p> <p>Whiteways Primary School</p>	<p>44</p> <p>41</p> <p>37</p>
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	<p>Recipient's contractors;</p> <ul style="list-style-type: none"> • the Grant Recipient's records; • the Grant Recipient's administrative and financial systems. <p>5. to deliver to the Council a monitoring return each month and, if needed, on request.</p> <p>6. to maintain, and keep for a period of 6 years, accounts for the Project from its commencement:</p> <p>7. to maintain adequate insurance against:</p> <ul style="list-style-type: none"> • any losses and damages arising from fault or negligence in the performance of this Agreement and/or delivery of the Project including, but not limited to, employers' liability and public liability; • any suits, or actions, claims or demands brought or made against the Grant Recipient, or anyone carrying out any aspect of the Project, by any person injured or suffering loss or damage in connection with the carrying out of the Project. <p>8. to insure and keep insured all Capital Assets, equipment and materials purchased with the funding for their full replacement value against theft, loss or damage and shall provide copies of all documentation relating to such insurance to the Council upon request.</p> <p>9. that, before any consultant or contractor is engaged by the Grant Recipient on the Project, the Grant Recipient must satisfy the Council that he/she/it is suitably qualified for that purpose and the Grant Recipient shall ensure that he/she/it complies with the Council's quality assurance arrangements for consultants and contractors in full throughout the period of appointment.</p> <p>10. to ensure that no persons, whether employees of the Grant Recipient or otherwise involved in the delivery of the Project, shall have any direct contact with school pupils, without appropriate vetting having been undertaken and satisfactory clearance received.</p> <p>N.B. the total amount of Capital Grant will not be increased in any event of</p>		
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	<p>overspending by the Academy Trust.</p> <p>Legal Implications Sections 13(1) and 14 of the Education Act 1996 (EA1996) place an obligation on Local Authorities to secure that sufficient primary and secondary education are available to meet the demands of the population of their area.</p> <p>Sufficient is defined as sufficient in number, character and equipment to provide for all pupils the opportunity of appropriate education.</p> <p>Section 16 of the EA 1996 permits a Local Authority to assist any school that is not maintained by them and Section 18 allows Local Authorities to make arrangements for the provision of education for pupils at schools not maintained by that or any other Local Authority.</p> <p>Applying these powers, SCC has the power to assist Academy Schools for the purposes of securing primary or secondary education places within a new or existing Academy.</p> <p>SCC also has a general power of competence under Part 1 of the Localism Act 2011 that allows it to do anything that an individual may do (subject to any specific statutory restriction; none of which apply in this case).</p>		
H	Essential compliance and maintenance		
	None		
I	Heart of the City II		
	None		