

	Scheme name / summary description of key terms	Recipient(s)	Value £'000
<b>A</b>	<b>Transport Regeneration &amp; Climate Change</b>		
Page 73	<p><b>Stocksbridge Sports Grant</b></p> <p><b>Background</b></p> <p>The Council has a general power under Section 1 of the Localism Act 2011 to do anything that an individual may generally do provided it is not prohibited by other legislation and the power is exercised in accordance with the limitations specified in the Act. This enables the Council to use some of the grant funding received from the Department for Levelling Up Housing and Communities (DLUHC) in relation to the Stocksbridge Towns Fund for grants to third party organisations.</p> <p>If approved, the Council will put in place grant agreements with the two organisations who will receive funding to carry out works on their sites. These organisations are Stocksbridge Rugby Union Football Club (proposed grant of £100k) and Stocksbridge Park Steels Football Club (proposed grant of £120k).</p> <p><b>Legal Implications</b></p> <p>Key terms of the grant agreement will be:</p> <ul style="list-style-type: none"> <li>• That payment of the grant will only be made subject to the Council receiving the necessary funds from the DLUHC.</li> <li>• That the grant may only be used for the project specified within the grant agreement.</li> <li>• Any funds designated to capital funds will not be applied to revenue costs.</li> <li>• Detailed information around the records that must be kept in relation to the project and for how long.</li> <li>• As well as detailed clauses around the ability to withhold, suspend or require repayment of the grant in specific circumstances, for example if delivery of the project is not commenced within a set period of time or the project is delivered in a negligent manner.</li> <li>• A number of warranties will also be required from the grant recipients.</li> </ul> <p>These grant agreements also pass down the requirements of the funding that are placed on the Council by the DLUHC to these organisations. For example, the reporting requirements, the grant determinations, the output and outcomes and the communications and branding guidance.</p>	<p>Stocksbridge Rugby Union Football Club</p> <p>Stocksbridge Park Steels Football Club</p>	<p>100</p> <p>120</p>

	Subsidy control assessments are currently being finalised and will be concluded prior to the grant agreements being issued. The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018 and the Subsidy Control Act 2022.		
<b>B</b>	<b>Communities Parks &amp; Leisure</b>		
	None		
<b>C</b>	<b>Waste and Street Scene</b>		
	None		
<b>Page 74</b>	<b>Adult Health &amp; Social Care</b>		
	None		
	<b>Housing</b>		
	None		
<b>F</b>	<b>Education Children &amp; Families</b>		
	<p><b>Norfolk Community Primary SEND Integrated Resource: £96.8k:</b>  <b>Phillimore Community Primary SEND Integrated Resource: £180.3k: and</b>  <b>Wybourn Community Primary SEND Integrated Resource: £242.9k</b></p> <p><b>Background</b>                  The three capital grants to Sheffield South East Trust, which are to be used towards developing Integrated Resource provision at Norfolk Community Primary School, Phillimore Community Primary School and Wybourn Community Primary School, will enable these schools to offer additional places to children with social, communication and interaction needs. This will therefore support the Council in meeting the above duty.</p>	Sheffield South East Trust	520

Page 75	<p><b>Legal Implications</b></p> <p>Under Section 13 of the Education Act 1996, the Council has a statutory duty to secure efficient primary education, secondary education and further education to meet the needs of the population in their area, the Council must also under Section 13a of the Education Act ensure fair access to opportunity for education and training.</p> <p>Grant agreements will be put in place with Sheffield South East Trust, there will be three separate grant agreements, one for each school. The main terms of the grant agreements will remain the same for each grant agreement apart from the specifics of the project and grant amounts.</p> <p>The key terms of the grant agreements are:</p> <ul style="list-style-type: none"> <li>• The grant must only be spent on the funded activity, to achieve the purpose outlined in the grant agreement.</li> <li>• The Council are able to terminate the grant agreement giving 4 weeks' notice.</li> <li>• The grant must be spent by the end of the grant period.</li> <li>• All funded activity will comply with statutory regulations and result in the appropriate approvals.</li> <li>• The grant recipient must also ensure that value for money and best value are achieved at all times.</li> <li>• Monitoring obligations must be complied with, this will include but not be limited to monthly monitoring visits, written narratives and updates on the progress of the funded activity.</li> </ul> <p>The grants to Sheffield South East Trust are not deemed to be a subsidy. The Council must comply with all applicable legislation and regulations including but not limited to UK GDPR, the Data Protection Act 2018 and the Subsidy Control Act 2022.</p>		
	<b>G</b>	<b>Strategy &amp; Resources</b>	
	None		
<b>H</b>	<b>Economic Development &amp; Skills</b>		
	None		

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