

Stocksbridge Towns Fund Shop Front Improvement Scheme – Legal Agreement

Implementation of shop front improvement scheme outside of the shop at [
] Manchester Road, Stocksbridge, the Sheffield
Sheffield City Council and [leaseholder and freeholder (if different)]

DRAFT for Issue – For Information Only

14 August 2025



As part of the Stocksbridge Town Investment Plan the Sheffield City Council will upgrade the shop fronts, install new signage and replace security shutters along the precinct between Palace Mall and Bargain Booze on Manchester Road, Stocksbridge.

It is hoped that this upgrade to the shop frontages will create a modern and cohesive appearance that will enhance the area for the benefit of all.

This document will record the agreement between the parties and set out the basis on which the Council will arrange for those works to be carried out. We should be grateful if you would carefully review this document and sign and return the document to confirm acceptance of the terms. **Works**

The works we are to carry out are detailed in the specification at the back of this document.

The Council will oversee the works being carried out by a third-party contractor and will provide that:

- The works are completed in a good and workmanlike manner and in accordance with the specification attached to the back of this document.
- Any all necessary risk assessments will be carried out at cost to the Council and the works will be carried out with regard to those risk assessments.
- The work will comply with all relevant legislation, including health and safety requirements.
- The works are carried out in an expeditious manner causing as little inconvenience and disruption to the operation of your business as possible.
- using good quality, new materials which are appropriate for the purpose for which they will be used.
- Taking all proper steps to ensure that the works do not damage the existing structure of your building.
- any planning permissions and consents required to carry out the works (to the extent that they are required)

Whilst the Council will be responsible for carrying out the improvements to the shop frontages, it will not be responsible for rectifying any existing defects at [number] Manchester Road, Stocksbridge, Sheffield [postcode] (the **Property**), which includes any issues or defects relating to the structure, fascia, presence of asbestos or electrical installations. Should such pre-existing defects be found in the Property the Council shall not be obligated to carry out the works under this agreement until they have been rectified.

Access

You have agreed that from [] (the “**Start Date**”) you will grant the Council and its contractor the access required to carry out the proposed works and this licence will last for the duration of the works. It is anticipated that the work should take no more than [] days.

With prior agreement you may be required to grant access to the Council and its Contractor to survey the site prior to the above date for them to undertake a risk assessment and plan the works.

You will be expected to provide the Council’s Contractors with any information it reasonably requests in relation to the Works. This will include but will not be limited to the following information you have already provided to the Council:

- Details and evidence of your building insurance policy;
- Copies of your electrical inspection and condition report (EICR) any any other electrical certificates held for the property;
- A copy of your valid asbestos register and/or asbestos management plan and any other certificates you hold confirming the Property is free from asbestos
- Evidence that any C1 / C2 / C3 defects discovered have now been rectified;
- Details of any information you have in relation to the Property, including any surveys or recent work you have undertaken insofar as it may impact the carrying out of these works.

You will be required to comply with any reasonable requests of the Contractor whilst the works are being carried out, particularly in relation to any health and safety issues. You will also be required to clear and rearrange the Property to the extent required for the works to be carried out.

This is to ensure that the contractor undertaking the works does so in a safe and health and safety compliant manner and to help minimise disturbance for your business and enable the Contractor to undertake the works with minimum business interruption.

This is a Licence and confers no tenancy upon the Council and its appointed contractor or contractors and possession of your site is retained by yourself subject to the rights created by this Licence to carry out the works. This Licence does not give the Licensee exclusive possession of any part of the site. This Licence is personal to the Licensee, and it cannot be transferred. Should you require access to the site whilst the works are being undertaken, the Council’s contractor will be able to accommodate such requests only where it is reasonable to do so and there is no health and safety risk.

The Council will not reimburse you for any lost trade whilst the works are carried out, nor will it be responsible for any loss or damage to stock or moveable fittings. Whilst clearing and rearranging the Property you should ensure that any items are appropriately protected

against damage. The Council will also not reimburse you for any utilities costs incurred carrying out the works.

By signing this agreement and agreeing to these works, you confirm that all parties with an interest in the Property have been identified and are a party to this agreement. You further agree to indemnify the Council should the Council suffer any losses as a result of any persons with an interest in the Property (including additional tenants and subtenants) pursue a claim or seeking any form of compensation from the Council.

You also agree that you will not:

- restrict or fetter the access required by the Contractor or interfere with the Works in any way following the Start Date until the date the works are completed;
- access the area they are working in without their prior approval and taking any reasonable safety measures that they may require; and
- use the building whilst the works are being carried out if requested to do so by the Contractor.

Contractor

The Council will appoint a contractor to carry out the works to your business. We will procure that the works are carried out in compliance with all relevant laws relating to the carrying out of works.

If any of the works carried out by our contractor are not in accordance with the scope, applicable law or the contractor's design (Defects) occur in the works within the first 12 months you will notify us and we will request that the Contractor returns to rectify those defects as soon as possible. The Council will not be responsible for any damage caused by third parties to the works or the Property.

Latent Defects

After the first 12 months the Council will not be responsible for the works and you would need to go back to the contractor directly under the terms of the warranty you will receive from them should any defects arise.

Clawback

In the event you were to remove, replace or update the works carried out by the Council, you should seek approval from the Council in writing. Should any removal, replacement or updating of the works be carried out without obtaining the Council's written permission, the Council reserves the right to recover the cost of carrying out the works as a debt, tapered on the basis set out below.

Provided the same style (including colours, font and font size) is retained, the Council will allow the works to be changed to identify the new business at the Property. However, any other changes will be strictly subject to Council approval.

In the first three years from the date of completion of the works	<u>100% of the cost of the works</u>
In the first five years from the date of completion of the works	<u>75% of the cost of the works</u>
In the first eight years from the date completion of the works	<u>50% of the cost of the works</u>
In the first ten years from the date of completion of the works	<u>25% of the cost of the works</u>

Restriction

Browne Jacobson property team to draft wording to put restriction into effect that will bind any future purchasers to ensure that the works are maintained for a period of 10 years.

Insurance

The Council will ensure that the Contractor has in place Contractor's All Risks insurance for any damage to the works, as well as employer's liability and public liability insurance at reasonable levels to cover any injury or damage that they could cause.

You will be required to make any notifications necessary under the terms of your buildings insurance to notify your buildings insurer that the works are taking place (if required) and confirm that the Property has been updated following completion of the works. Aside from enforcing the contract to ensure any Defects are rectified under the terms of the building contract by the contractor, the Council will have no responsibility for the Property following completion of the works.

Warranty

You will receive a warranty from the contractor carrying out the works upon market standard terms.

Subsidy Control

We understand that some subsidy control issues may arise as a result of these works being undertaken and beneficiaries are in receipt of existing subsidies. Browne Jacobson are to advise upon the potential implications of subsidy control legislation and draft wording to be included in the agreement here to address these potential implications.

Waiver

By signing this agreement the parties agree that they have had the opportunity to take independent legal advice and have either done so or decided not to obtain such independent legal advice.

Parties

[Freeholder] [registered in England and Wales with company number [number] and registered office address of [address]] OR [of [address]] “Freeholder”

[Leaseholder] [registered in England and Wales with company number [number] and registered office address of [address]] OR [of [address]] “Leaseholder”

The Sheffield City Council of Town Hall, Pinstone St, Sheffield City Centre, Sheffield S1 2HH “the Council”

We hereby execute this document as a deed:

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DRAFT

(Freeholder(s))

In the presence of the following witnesses (please include signature, printed name and address)

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.....

(Leaseholder(s))

In the presence of the following witnesses (please include signature, printed name and address)

.....

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**By affixing the common seal of Sheffield City
Council in the presence of the Authorised
Signatory(ies)**

Appendix 1 – Specification of Works

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