

## SHORT BREAK ACTIVITIES FOR CHILDREN WITH DISABILITIES AND ADDITIONAL NEEDS

### Purpose of the Grant

1. Hampshire County Council administers Short Breaks for Children with Disabilities and Additional Needs Grants (the “**Short Break Activities**”).
2. Short Break Activities are fun or educational activities for children and young people aged 0-17, with disabilities and/or additional needs which allow their parents or carers to take a ‘short break’ from caring. Hampshire Short Break Activities can be accessed via weekend clubs, holidays clubs and youth clubs.
3. A Short Break Activity could provide respite opportunities to enable parents and carers to take part in training, leisure activities, day to day tasks, or education. Short Break Activities are intended to be delivered without parents or carers in attendance, in order to provide a meaningful break from caring responsibilities.
4. Short Breaks grants are awarded as a contribution towards the delivery of approved activities and do not represent full funding of an Organisation’s costs. The Organisation acknowledges that it remains responsible for securing sufficient funding to meet all costs associated with the delivery of the activities.
5. In line with The Council’s policy that organisations must not be solely reliant on funding from the County Council, the Organisation confirms that it has considered, or is actively seeking, additional sources of income to support its activities.
6. The Grant Recipient has successfully applied to the Council and the Council will pay the Grant Recipient the amount set out in Annex A (“**the Grant**”) to deliver Short Break Activities on behalf of the Council in accordance with the terms and conditions of this Agreement.

## ANNEX B

### **Short Break Activities for Children and Young People with a Disability and/or Additional Need (date) Grant Conditions:**

#### **Acceptance, Commencement and Duration**

1. No agreement comes into existence between the Council and the Grant Recipient and accordingly the Council is not bound to make payment of the Grant unless and until this Agreement has been signed by both parties.
2. This Agreement shall commence on signature by both parties and shall continue for a period of 12 months (the “**Grant Period**”).

#### **Payment arrangements**

3. The Council shall pay the Grant to the Grant Recipient upon receipt of all required documentation and subject to the satisfactory submission of monitoring returns. Payment shall be made in accordance with the Schedule 2.
4. The Grant Recipient shall ensure that their payment information is kept up to date and changes are notified immediately to the Council. The Grant Recipient shall set up a Supplier Self Service account prior to the Grant being paid in accordance with clause 3:  
<https://www.hants.gov.uk/business/suppliers/selfservice>

#### **Frequency of Reporting**

5. The Grant Recipient shall provide the Council with operational monitoring reports on the use and delivery of the Grant, at the frequency and in the form reasonably required by the Council.

#### **Publicity**

6. The Grant Recipient shall obtain, with at least five working days’ notice, the written consent of the Council prior to engaging in, making public statements or issuing press releases in relation to this Agreement. The permission will be sought by emailing [shortbreaks@hants.gov.uk](mailto:shortbreaks@hants.gov.uk)
7. The Grant Recipient shall always use the Council’s logo on publicity materials connected to this Agreement and shall do so in accordance with the Council’s branding guidelines (<https://www.hants.gov.uk/logos>). The Grant Recipient shall be granted a non-assignable non-exclusive license to

use the Council's logo for the purposes required under this Agreement and the Grant Recipient acknowledges that no other rights shall be acquired by the Grant Recipient in respect of the logo. The Grant Recipient shall not incorporate the Council's logo into any other logo or advertising and shall not create any new logo to represent the services covered by this Agreement, except with the consent of the Council's communications Team.

### Protection of Personal Data

8. The Council and the Grant Recipient acknowledge and will comply with their obligations under the relevant Data Protection Legislation in force at the time and shall take account of any guidance issued by the Information Commissioner's Office.

### Breach of Conditions and Recovery of Grant

9. If the Grant Recipient fails to comply with any clause of this Agreement, or if any overpayment or amount is paid in error by the Council or if any of the events set out in clause 10 occurs, the Council may reduce, suspend or withhold grant payments (if applicable) or require the repayment of the whole or any part of the Grant paid, as may be reasonably determined by the Council and notified in writing to the Grant Recipient. Such sum as has been notified will immediately become repayable to the Council.
10. The events referred to in Clause 9 are:
  - a) The Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the prior agreement of the Council;
  - b) any evidence provided in the original documentation provided by the Grant Recipient (the "**Grant Application**") (including the amount and nature of any administration costs claimed) is found to be significantly incorrect or incomplete in the opinion of the Council;
  - c) it appears to the Council that other circumstances have arisen, or events have occurred that are likely to significantly affect the Grant Recipient's ability to deliver the Short Break Activities;
  - d) The Grant Recipient is unable to provide the Short Break Activities due to temporary closure or permanent closure or other regulatory requirement that prevents the service being operated; or

The Grant Recipient fails to receive approval from the Council for any change in the use of the Grant from that set out in the Grant Application.

## Safeguarding and Quality

11. The Grant Recipient will ensure that staff working with children and young people are aware of the requirements of the Working Together to Safeguard Children guidance which can be found here:  
<http://www.workingtogetheronline.co.uk/>
12. If an allegation has been made against a member of staff, the Grant Recipient must contact the Designated Officer/LADO for the local authority in which the Grant Recipient is based. Further information can be found here:  
[Allegations against adults in the children's workforce | Children and Families | Hampshire County Council](#)
13. If the Grant Recipient has any concerns regarding a child or young person, the Grant Recipient must report this as a concern to the Council:  
<https://www.hampshirescp.org.uk/report-a-concern/>
14. The Grant Recipient must be aware of OFSTED guidance of the registration of early years and childcare provision in England;
  - a) **The Ofsted Registers:**  
<https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/the-ofsted-registers>
  - b) **Registration Exemptions:**  
<https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/registration-exemptions>
15. If the Grant Recipient is registered with Ofsted or the Care Quality Commission, the Grant Recipient must:
  - a) notify the Council if their provision receives an Ofsted judgement of 'Needs attention' or 'Urgent improvement' or 'Not Met';
  - b) notify the Council about any conditions, warning notices, requirements to improve or cancellations of registration;
  - c) notify the Council about incidents, which, under the relevant regulations require a notification to Ofsted or the Care Quality Commission.

## Monitoring and Reporting

16. The Grant Recipient shall closely monitor the delivery and success of the activity throughout the Grant Period to ensure that the aims and objectives are being met and that this Agreement is being adhered to.

17. The Grant Recipient shall provide the Council with financial reports and operational reports on request on its use of the Grant and delivery of the Short Break Activities at such times during the Grant Period and in such format as the Council may reasonably require.
18. The Grant Recipient shall provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
19. 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 Recipient's fulfilment of this Agreement.
20. The Grant Recipient shall, if required by the Council, attend such meetings at the premises of the Council or elsewhere as may be reasonably required by the Council.
21. The Grant Recipient shall record all complaints related to the Short Break Activities received from whatever source, in a register kept for that purpose and provide copies when reasonably requested by the Council.

### **Insurance, Indemnity and Liability**

22. The Grant Recipient shall effect and maintain with a reputable insurance company; policies in respect of all risks which may be incurred by the Grant Recipient, arising in connection with this Agreement or out of the Grant Recipient's performance of the Short Break Activities including the risk of death or personal injury, loss of or damage to property or any other loss (the "**Required Insurances**").
23. The Required Insurances include (but are not limited to) the policies for the minimum amounts of cover stated to be held by the Grant Recipient in the Grant Application or such other insurances or levels of cover as specified in the Special Conditions.
24. The Grant Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid
25. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient providing the Short Break Activities, 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 Short Break Activities, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.

26. Subject to clause 25, the Council's liability under this Agreement is limited to the payment of the Grant.

### **Special Conditions**

**The specific clauses below relate to the Grant Recipient's delivery of Short Break Activities:**

- i) Grant monitoring must be completed in a timely manner.
- ii) Gateway Card+ entries must be completed on the Gateway system within one week of session delivery.

Failure to comply with this request may result in grant funding being withheld, the payment schedule being updated (e.g. monthly) or rescinded.

### **Standard Grant Conditions apply:**

- All children attending must hold a valid Gateway Card+
- All children attending must be under 18 years of age
- All card numbers of attendees must be recorded on the Gateway Card system
- Monitoring reports must be submitted on request
- Cancelled or undelivered sessions and/or spaces need to be recorded on the monitoring sheet
- The provider must ensure that the club is advertised via the Connect to Support Hampshire Hub: [Activities & Services](#)

### **Schedule 1 – Service Information**

1. Short Break Activity grant funding is for a period of 12 months from (Date). During the grant period the Grant Recipient will be delivering Short Break Activities for children and young people aged 0-17, with a disability and/or additional needs, these activities may take place during school holiday, at the weekend and at youth clubs. Specific special conditions relating to Grant Recipient's Short Break delivery are detailed on page 5. The Grant Recipient must ensure that all Short Break Activities funded by the Grant are listed on the [Connect to Support Hampshire Directory](#). Connect to Support Hampshire offers free promotion of activities including details of when and where activities will take place and how to book. Parents and carers will be signposted to Connect to Support Hampshire when looking for activities for

their children. All entries need to be kept up to date, you can do this via suggesting a change or creating a new listing within the [directory](#).

2. Any child not in possession of a valid Gateway Card+ (Orange card) will be unable to attend any Short Break Activities funded under this Grant.
3. Gateway Cards (Blue card) cannot be used to obtain a Council funded Short Break Activity.
4. It is expected that payment will be taken by the Grant Recipient at the point of booking an activity. The Grant Recipient will be required to take either a deposit or full payment through one or more of the following methods:
  - Cash
  - Cheque
  - BACs Transfer
  - Electronic Payment

The Grant Recipient shall have a clear refund policy.

5. It is expected that all Grant Recipient's will offer a concessions policy to parents and carers of children and young people attending Short Break Activities. In order to ensure a consistent and equitable approach to concessions across the scheme, it is expected that the Grant Recipient uses the eligibility criteria as set out in the Charging and Concessions Policy <https://documents.hants.gov.uk/childrens-services/shortbreaks-ChargingandConcessionsPolicy.pdf>

All Short Break Activities, including those based at Special Schools, must be accessible for any family who have an eligible disabled child (these children may not necessarily attend the special school in question). A robust allocation system must be in place to ensure as many eligible families are able to access the scheme.

6. Venues that have not been detailed in the Grant Application must be confirmed via email to [shortbreaks@hants.gov.uk](mailto:shortbreaks@hants.gov.uk) in advance of any Short Break Activities beginning.
7. The Grant Recipient must ensure that any sporting/adventure/outdoor activities are run by appropriately qualified staff and adhere to recommended practice guidelines for that specific activity. (This applies both to activities provided directly by short breaks funded organisations, and activities booked by Short Breaks Activity providers with a third-party organisation e.g., trips & outings).
8. In the event that delivery of activities differs, or the venue has changed to those set out in the (date) Grant Application then contact needs to be made with the Council at [shortbreaks@hants.gov.uk](mailto:shortbreaks@hants.gov.uk), to seek approval for a change



in grant delivery. If approval is not granted, the Grant may need to be returned in accordance with Clause 9 of this Agreement.

9. The Grant Recipient is required to obtain the Gateway Card+ (including card number and expiry date) from each child at the point of registration. The Grant Recipient must also ensure that the Gateway Card+ is valid on the day the Short Break Activity is delivered. This data will form part of the activities data recording and will be used in conjunction with the operational monitoring reports to build a dataset around the Gateway Card+ Card and Short Break Activity usage around the county.
  
10. The Grant Recipient is solely responsible for ensuring that it has the facilities, equipment, resources and operational infrastructure necessary to deliver the Short Breaks activities in accordance with the Short Breaks grant requirements. This includes maintaining any systems, processes or site-based requirements needed to meet monitoring, safeguarding, administrative or operational obligations.

## **Schedule 2 – Payment**

Short Break Activities Grant payments will be released in the following format:

- Grant payments will be paid in two equal amounts in Quarter 1 and Quarter 3