



WRAPAROUND CHILDCARE INCLUSION GRANT

(SMALL GRANTS)

GRANT AGREEMENT

This agreement is dated [complete date on counter-signing] and is made between:

Provider Name Provider Address School Name Ofsted URN “Grant Recipient”	AND	Hampshire County Council Children’s Services The Castle Winchester SO23 8UJ “the Council”
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This agreement comprises this signed page, Annex A (Grant Amount), Annex B (Wraparound Childcare Sustainability Grant Conditions) and the Special Conditions.

1. Purpose of the Grant

- 1.1 The Council administers Wraparound Childcare Inclusion Fund Grants.
- 1.2 Wraparound childcare is childcare for primary school-aged children that ‘wraps around’ the conventional school day from 8am to 6pm, term time only. This provision can be offered by schools and private, voluntary and independent (PVI) providers (including childminders and early years settings) and can be run on a school site or at another setting in the area. It does not require parents to pick their children up from school and drop them off at another location.
- 1.3 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**”) in accordance with the terms and conditions of this Agreement.
- 1.4 The Grant is intended to help the recipient adopt setting-wide inclusive practices through improvements to the Ordinarily Available Provision (OAP) at [NAME OF SETTING] (the “**Setting**”).
- 1.5 The Parties agree to comply with the terms of this Agreement in consideration of the payment by each Party to the other of the sum of one pound (£1), the receipt and sufficiency of which is acknowledged by each Party.

Signed on behalf of the Grant Recipient Name:
Signature:
Date:

**Signed on behalf of Hampshire County Council**

Name:

Signature:

Date:

ANNEX A**Grant Amount:****[£INSERT]****ANNEX B****Wraparound Childcare Sustainability Grant Conditions:****1. Acceptance, Commencement and Duration**

- 1.1 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.
- 1.2 This Agreement shall commence on the date of signature by both parties and shall continue for a period of twelve (12) months from the date of signature (the “**Grant Period**”).

2. Payment arrangements

- 2.1 The Council shall pay the Grant to the Grant Recipient in two instalments of 80% and 20% of the Grant Amount respectively. The first instalment shall be paid on receipt of this signed Grant Agreement and following the requisite Council approvals. The remainder shall be paid upon satisfactory completion of the grant assurance and evaluation form.
- 2.2 The Grant Recipient shall ensure that their payment information is kept up to date and changes are notified immediately to the Council. Grant Recipients will not be required to invoice for funding. Grant payments will be made automatically by the Council.

3. Monitoring and Reporting

- 3.1 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.
- 3.2 The Grant Recipient shall provide the Council with management information reporting (including such financial reports and operational reports as the Council may reasonably require) on the use of the Grant and delivery of wrap around childcare in such formats as the Council may reasonably require at termly intervals during the Grant Period.
- 3.3 The Grant Recipient shall within a reasonable period specified by the Council (acting reasonably) complete the grant assurance form, including questions about inclusion, accurately and in full and return this to the Council.



- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 The Grant Recipient shall record all complaints related to wraparound childcare received from whatever source, in a register kept for that purpose and provide copies when reasonably requested by the Council.

4. Publicity

- 4.1 The Grant Recipient shall obtain, with at least five (5) 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 via the Council's [General Enquiry form](#) (selecting the wraparound care option).
- 4.2 The Grant Recipient shall acknowledge the support of the Council and of the UK government in accordance with the UK government branding guidelines in any materials that refer to and in any written or spoken public presentations about the improvements funded through this Grant. Such acknowledgements (where appropriate or as requested by the Council) shall include:
 - a) the Council's name and logo (or any future name or logo adopted by the Council) in accordance with the Council's branding guidelines (<https://www.hants.gov.uk/logos>); and
 - b) an acknowledgement of the UK government in accordance with the UK government branding guidelines.
- 4.3 The Grant Recipient is herewith 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.

5. Protection of Personal Data

- 5.1 The Council and the Grant Recipient acknowledge and will comply with their obligations under all applicable UK law relating to the processing of personal



data and privacy, including but not limited to the UK General Data Protection Regulation, and the Data Protection Act 2018 in force at the time and shall take account of any guidance issued by the Information Commissioner's Office.

6. Breach of Conditions and Recovery of Grant

- 6.1 If the Grant Recipient fails to comply with any clause of this Agreement, or if there is any overpayment or any amount is paid in error by the Council or if any of the events set out in clause 6.2 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.
- 6.2 The events referred to in clause 6.1 are:
- 6.2.1 the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the prior agreement of the Council; or
 - 6.2.2 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; or
 - 6.2.3 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 wraparound childcare; or
 - 6.2.4 the Grant Recipient is unable to provide wraparound childcare due to temporary closure, permanent closure, non-delivery or other regulatory requirement that prevents the service being operated; or
 - 6.2.5 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; or
 - 6.2.6 the Grant Recipient uses the Grant for purposes other than those for which they have been awarded; or
 - 6.2.7 the Grant Recipient is, in the reasonable opinion of the Council, delivering the wraparound care in a negligent manner; or
 - 6.2.8 the Grant Recipient obtains duplicate funding from a third party; or
 - 6.2.9 ^(b) it appears to the Council (acting reasonably) that the Grant Recipient no longer requires the full level of Grant to deliver the required improvements at the Setting; or
 - 6.2.10 the Grant Recipient provides the Council with any materially misleading or inaccurate information; or



- 6.2.11 the Grant Recipient fails to comply with any of the Wraparound Childcare Inclusion Grant conditions and fails to rectify any such failure within fourteen (14) days of receiving written notice detailing the failure; or
- 6.2.12 the Grant Recipient or any member of the governing body, employee or volunteer of the Grant Recipient has (a) acted dishonestly or negligently at any time or 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; or
- 6.2.13 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation); or
- 6.2.14 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 its debts as they fall due; or
- 6.2.15 any court, tribunal or independent body or authority of competent jurisdiction requires any Grant paid to be recovered due to a breach of (i) any applicable laws relating to subsidy control; or (ii) the UK's obligations under any international agreement in relation to state subsidies.

7. Safeguarding and Quality

- 7.1 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 at the following web address:
<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>
- 7.2 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. Within Hampshire, the Designated Officer/LADO can be contacted via the online form at:
<https://www.hants.gov.uk/socialcareandhealth/childrenandfamilies/safeguardingchildren/allegations>
- 7.3 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/>
- 7.4 The Grant Recipient must be aware of Ofsted guidance of the registration of early years and childcare provision in England;
The Ofsted Registers:



<https://www.gov.uk/guidance/childminders-and-childcare-providers-register-with-ofsted/the-ofsted-registers> (or any successor guidance published by Ofsted or the relevant regulatory body from time to time).

- 7.5 If the Grant Recipient is registered with a regulatory body such as Ofsted, the Care Quality Commission or a childminder agency, the Grant Recipient must:
- 7.5.1 notify the Council if their provision receives an Ofsted below expected standard or not met for safeguarding; or a welfare notice / not met notice / notice to improve / suspended as soon as the Grant Recipient is informed of the draft outcome;
 - 7.5.2 notify the Council about any conditions, warning notices, requirements to improve or cancellations of registration with any relevant regulatory body;
 - 7.5.3 notify the Council about incidents which under the relevant regulations require notification to Ofsted or the Care Quality Commission or any other relevant regulatory or enforcement body.

8. Insurance, Indemnity and Liability

- 8.1 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 wraparound childcare including the risk of death or personal injury, loss of or damage to property or any other loss (the "**Required Insurances**").
- 8.2 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.
- 8.3 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.
- 8.4 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient providing wraparound childcare, 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 wraparound childcare provision, the non-fulfilment of obligations of the Grant Recipient under this Agreement or its obligations to third parties.
- 8.5 Subject to clause 8.6, the Council's liability under this Agreement is limited to the payment of the Grant.
- 8.6 Nothing in this agreement limits any liability which cannot legally be limited.

Special Conditions

The specific clauses below relate to the Grant Recipient's delivery of wraparound childcare at the Setting:

Service Information

1. Wraparound childcare sustainability grant funding is available until [TBC] or until the allocated funds are fully expended, whichever occurs the soonest. Any funding available after [INSERT DATE FROM PREVIOUS SENTENCE] may be allocated to eligible applicants following a separate application process. During the Grant Period the Grant Recipient will be delivering wraparound childcare for primary aged children during term time. The Grant Recipient must ensure that all wraparound childcare provision funded by the Grant are listed on the [Family Information and Services Hub \(FISH\) | Hampshire CTSH](https://www.connecttosupporthampshire.org.uk/family-information-and-services-hub-fish/) (<https://www.connecttosupporthampshire.org.uk/family-information-and-services-hub-fish/>). FISH offers free promotion of childcare provision including details of when and where provision will take place and how to book. Parents and carers will be signposted to FISH when looking for wraparound childcare for their children. The Grant Recipient must ensure that all entries are up to date with locations and times using the [Services for Young Children General Enquiry Form](https://forms.cloud.microsoft/Pages/ResponsePage.aspx?id=tdiBPwfuF0yGnB20OQGNm_D9k1qf4MxLmmh9FyEba9pUQIJHV1I3NzA1QkNQSjFKVEFBUIVL RzgXQS4u) (https://forms.cloud.microsoft/Pages/ResponsePage.aspx?id=tdiBPwfuF0yGnB20OQGNm_D9k1qf4MxLmmh9FyEba9pUQIJHV1I3NzA1QkNQSjFKVEFBUIVL RzgXQS4u).
2. The Grant Recipient must comply with the DfE criteria outlined in the <https://www.gov.uk/government/publications/school-age-childcare-guidance-for-schools>; or any successor guidance.
3. In two installments The Grant Recipient must self-monitor against the Council's school-age childcare quality framework (a copy of which is available at the Grant Recipient's Council Moodle account. If necessary, access can be requested at [Services for Young Children Moodle Account or Reset Request](#)). .
4. It is expected that payment for wraparound childcare will be taken by the Grant Recipient at the point of booking. The Grant Recipient shall have a clear refund policy.
5. It is expected that all Grant Recipients will need to take into account affordability for working parents when setting fees and charges and offer the ability for parents to access financial support through the government's [Best Start In Life — Childcare Checker](https://childcare.beststartinlife.gov.uk/) (<https://childcare.beststartinlife.gov.uk/>). Parents will be able to use Universal Credit childcare support for up to 85% subsidy of their costs, and eligible parents can use Tax Free Childcare to subsidise costs, covering 20% of costs up to two thousand pounds (£2,000) a year. Eligible Service families are able to access funding for wraparound childcare through WAC funding, further information is available: [Childcare for Service children - GOV.UK](#) (<https://www.gov.uk/guidance/childcare-for-service-children>).
6. All wraparound childcare, including those based at Special Schools, should 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 eligible families are able to access the scheme.



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.
8. In the event that delivery of activities differs, or the venue has changed to those set out in the Grant Application then the Grant Recipient must contact the Council 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 6 (Breach of Conditions and Recovery of Grant) of this Agreement.

ANNEX C

[Quality Improvement and Compliance]