

**NOT FOR PROFIT ORGANISATIONS**

**- FUNDING AGREEMENT FOR GRANTS UP TO £100,000 -**

**HOLIDAY ACTIVITY AND FOOD (HAF) PROGRAMME – WINTER 2024**

**XXX**

Cheshire West and Chester Borough Council has agreed, subject to the terms outlined in this document, to make a discretionary funding payment to XXX whether by Section 137 of the Local Government Act 1972, or otherwise, to support the delivery of services and/or activities as detailed within this Agreement and any appendices.

The Award is subject to the signing of this Agreement which is intended to be legally binding; the Agreement is between Cheshire West and Chester Borough Council and XXX.

The Agreement is made up of the following parts:

Part A – Standard Conditions of Funding

Part B – Funding Purposes and Constraints

Standard Conditions of Funding

*The funding you receive from the Council is subject to a set of standards and rules that the Council applies to all funding relationships it has with funding recipients. These rules and standards are set out in Part A) of this document and govern your funding relationship with the Council; please read this carefully as it sets out how the Council expects you to act when delivering the activities being funded.*

Funding Purposes and Constraints

*The second part of this Agreement, Part B), tells you exactly what we are providing funding for and how much. It also tells you what we expect in return in terms of performance and standards, and how we will monitor the activities and expenditure to ensure the most effective use of Council resources. Please also read this carefully and ensure you understand what is being asked of you.*

*If you require any clarification in relation to either part of the Agreement, please contact the Council Officer who issued the document for further advice and guidance.*

The documentation parts referred to above may be supplemented by other documents and/or appendices which will form part of the Agreement and will be listed in Part B.

**Accepting the Award**

In order to accept this funding, the declaration on the following page should be signed on behalf of the person (individual) or organisation that the Council has agreed to support through the Agreement. Before signing, the signatory should be sure that they have read, and understand, the terms and conditions applied to the Award.

**DECLARATION AND ACCEPTANCE**

**For and on behalf of the recipient**

Onbehalf of XXX, I hereby accept the Award from Cheshire West and Chester Borough Council on the terms andconditions set out in this Agreement.

*In signing this Agreement, I acknowledge that:*

* *I have full authority to sign the Agreement on behalf of* XXX
* *I have read and understood the terms and conditions.*
* *I understand the terms and conditions are intended to be legally binding.*
* *I confirm the information provided to the Council in support of the Award is true and accurate.*

Signed

Name

(In capitals letters)

Position

Dated

**For and on behalf of Cheshire West and Chester Borough Council**

**Authorised Signatory (1) Authorised Signatory (2)**

|  |  |  |
| --- | --- | --- |
| Signed |  |  |
| Name  (In capitals letters) |  |  |
| Position |  |  |
| Date |  |  |

**Funding Agreement - Part A**

**STANDARD CONDITIONS OF FUNDING** Page

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1. Definitions and interpretation

In this Agreement the terms:

“We,” “us,” ‘our’ and “Council” - refer to Cheshire West and Chester Borough Council.

“You,” “your” and “recipient” - refer to the person (individual) or organisation that the Council has agreed to support through this Agreement.

“Agreement” - refer to the terms outlined in this document, and which comprise:

* Declaration and acceptance page
* Part A – Standard Conditions of Funding
* Part B – Funding Purposes and Constraints

“Award” - refers to the financial and/or other support awarded by the Council to the recipient for the Purposes outlined in this Agreement.

“Data Protection Law” - means all Law relating to privacy and the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales.

“Lead Officer” - refers to the officer of the Council who shall supervise the Agreement on behalf of the Council.

“Link Officer” - refers to the person who shall be the main point of contact between the Council and the recipient and who shall hold a position of sufficient seniority to be able to make policy-level decisions on behalf of the recipient.

“Purposes” – The activities and/or services stated in Part B which the Award is provided to support.

1. Purposes of the Award

The Award is provided to support the activities and/or services stated in Part B.

By accepting the Award, you agree to comply with this Agreement. You must not use any part of the Award for anything else or make any changes to the activities and/or services unless first agreed with us in writing. We therefore require you to treat this funding as restricted within your accounting systems.

1. Period of funding

The Award must be spent between the start and end dates stated in Part B. We may ask you to repay any part of the Award spent outside of these dates unless you first obtain our agreement to do so in writing.

1. Award amount

The Award amount and the dates when we will make payments are set out in Part B. This is the most we will pay, and you must be able to meet any other costs you incur connected with the activities and/or services.

1. Monitoring and review

The activities and/or services carried out by you will be monitored and reviewed in accordance with this Agreement. You must provide us with monitoring and other information at the times stated and in the way that we have asked for it. You must also be available to meet with Council officers to discuss this Agreement at all reasonable times.

You must allow us access to premises where the activities and/or services are carried out for inspection and monitoring purposes.

You must tell us straight away if anything significantly delays, threatens, or makes unlikely the delivery or completion of the activities and/or services.

You must give us access to any financial or other records relating to the Award and allow us to take copies of documents. You should keep copies of all records for 3 years from the date of our last payment to you. Records includes original invoices, receipts, accounts, and legal documents.

You must provide a copy of your accounts to us within six months of the end of each financial year during the period of the Award.

1. Breaking these conditions

If one or more of the following applies, we may require you to repay some or all of the Award. We may stop future payments and we may also end this Agreement immediately.

* If you use any of the Award on Purposes other than those specified by this agreement, without our prior written consent; or
* You do not spend all of the Award within the start and end dates; or
* You do not meet any of the conditions set out in this Agreement; or
* You do not provide the monitoring information or within the timescales required; or
* You fail to carry out the activities and/or services with reasonable care, thoroughness, competence and to the standard required by this Agreement; or
* You close down your business, unless it joins with or is replaced by another business that can carry out the activities and/or services and we give our consent to continuing the Award; or
* You fail to start the activities and/or services within any period of time stated within Part B or to make progress or complete the activities and/or services to our reasonable satisfaction unless this is due to reasons outside of your control; or
* At any time during the period of the Award you act in a way that we believe has significantly affected, or may affect, the activities and/or services or is likely to harm our reputation; or
* The information you provided in support of your Award proves to be wrong or misleading; or
* You receive duplicate funding from elsewhere; or
* Your organisation is not deemed to be financially viable, including if you have insufficient funding to meet your liabilities, are declared bankrupt or become insolvent.

We may suspend payments while we investigate anything we believe may have led to a breach of this Agreement.

Where we require repayment, we will notify you in writing of the amount and you must repay us within 30 days.

We will be entitled to reclaim from you any overpayment or payment made in error.

If you break the conditions set out in this Agreement and we do not enforce one or more of our rights straight away, this does not mean we will not do so in the future. We will give up our right to enforce this Agreement only if we tell you so in writing.

1. Access to services

Services provided under this Agreement must, wherever relevant, be directly accessible to members of the public. You should ensure that the services and/or activities complement, and integrate with, any other relevant provision in the same geographic area of delivery.

1. Staffing

You must engage sufficient numbers of suitably qualified and experienced employees and/or suitably experienced and trained volunteers to deliver the activities and/or services to the standards described in Part B. For the avoidance of doubt any staff employed will be employees of your organisation and not the Council, and liabilities relating to any employment costs, including redundancy, will be the responsibility of your organisation.

All staff and volunteers must have read and continue to be familiar with the “Working Together to Safeguard Children Guidance” found here:

Working together to safeguard children - GOV.UK (www.gov.uk)

If at any point during the delivery of the services described in Part B, staff have any concerns about safeguarding issues, they should make the Council aware through either the Access and Referral Team (i-ART) or the Emergency Duty Team, who will be able to provide advice and support.

You must comply with any specific requirements in relation to staffing as set out in Part B.

Where the activities and/or services involve working with children and/or vulnerable adults, you must have in place and work to robust policies and procedures to ensure their safety and protection at all times. You must obtain all necessary approvals, licences and any profile checks required by law.

1. Complaints

You must have a written complaints procedure in respect any publicly accessible services or activities which must be available on request to any user of the services or officer of the Council.

You must maintain a record of complaints arising out of the delivery of the activities and/or services, showing how each complaint has been dealt with. You must allow us to inspect it at any time upon request.

1. Governance

You must put in place and maintain structures and processes necessary to ensure the effective governance of your organisation, and in doing so shall comply with any legal requirements appropriate to its lawful purpose.

In carrying out your business you must comply with any relevant legal or Government requirements relating to the way you operate, the activities you carry out, the staff you employ and the goods and services you buy. We will expect you to make all necessary returns within the required timescales to any regulatory body that governs your organisation such as, but not limited to, the Charity Commission, Companies House and/or the Financial Conduct Authority. You must provide us with evidence of compliance if requested.

1. Equality and diversity

You must at all times promote equality, which includes but is not limited to the recruitment training or promotion of staff providing the activities and/or services.

You must not unlawfully discriminate when carrying out the activities and/or services in relation to any of the protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

1. Insurance and risk

You must consider any possible risks involved in carrying out the activities and/or services and take appropriate action to protect everyone involved. This will include implementing health and safety and fire safety advice and meeting any legal obligations.

You must maintain adequate insurance cover at all times including Public Liability cover, and where applicable, Employee Liability cover which meets the statutory minimum. You must promptly provide us with details of such insurance cover on request. Minimum insurance cover requirements for the activities and/or services carried out through this Agreement are detailed in Part B.

The responsibility for the organising and delivery of the activities required in meeting the Purposes of the Award shall lie solely with the recipient, and the Council shall bear no subsequent liability as a consequence of activities undertaken in support of the Purposes.

We accept no responsibility for any consequences, whether direct or indirect, which may come about from the provision of the activities and/or services, the use of the Award or from the withdrawal of the Award. You 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 your actions and/or omissions in relation to the activities and/or services, the non-fulfilment of your obligations under this Agreement or your obligations to third parties.

1. Publicity

You must acknowledge our support and funding in any publicity material relating to the activities and/or services supported by the Award. You must acknowledge the Award in your annual report and any published reports and accounts relating to the period of the Award.

1. General conditions

You must treat all information which we provide to you as confidential unless we agree otherwise and keep it safe. You must not pass such information to any third party without our consent. You must not use confidential information except for the Purposes for which the Award is given. If you fail to comply with these requirements, we may end the Agreement immediately by giving notice in writing.

The Award comes from public funds so if you are using the Award to buy goods and services, we expect you to buy them in a way that will give value for money.

If you keep personal information about individuals, you must make sure you fully comply with your responsibilities under Data Protection Law and in compliance with the GPDR provisions as set out in Schedule 1 to this Agreement. You and/or any sub-contractors must ensure that the Council’s privacy notice [LA Privacy statement](https://www.cheshirewestandchester.gov.uk/system-pages/privacy-notices) is made available to all individuals and parties from whom personal information is obtained.

The Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. These give a general right of public access to all types of recorded information held by Us, subject to certain exemptions, and places a number of obligations on Us with regard to disclosure of information. This means that any information you give us could be released to a person who asks for it, and You agree to Us making disclosures in accordance with the Acts. You must tell us if you consider that any of the information should be confidential. If We ask You for information, you must make all reasonable efforts to assist and co-operate with us to enable us to comply with these information disclosure requirements and provide the information requested within five days at your own expense. You agree that We shall have the absolute discretion to decide whether to release information pursuant to this clause or whether to apply an exemption to the information and Our decision shall be final.

You must comply with any requirements in relation to copyright and/or intellectual property as detailed in Part B.

The Award comes from public funds and must not be used in a way which constitutes State Aid. If the Award is deemed to be State Aid you must repay the entire Award.

No other person is entitled to any rights in respect of this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

1. Variation and extension

The funding period may be extended by the Council, with your agreement, for further periods of up to 12 months at a time provided the total funding period does not exceed 36 months. We will notify you in writing 3 months prior to each end date if we propose any extension.

If we extend the funding period, any additional Award will be subject to the conditions set out in this Agreement. We may make changes to Part B by agreement with you and confirmed in writing.

Any extension of funding is entirely at the Council’s discretion.

1. Disputes

In the event of any disagreement about the Award, we will try and resolve it with you amicably. If we cannot resolve the disagreement within a reasonable period of time and not less than 10 working days from the date of the dispute arising, we shall each refer the dispute to senior members of staff. If we cannot resolve the dispute within one month either party may exercise any remedy it may have pursuant to the Contract or statute or common law.

1. Notices

If either of us needs to give notice to the other under this Agreement, the notice must be addressed to the Lead Officer for the Council and the Link Officer for the recipient at the addresses stated in Part B.

Notices may be delivered

* personally, on the addressee; or
* by first class post; or
* by facsimile transmission provided a copy of the notice is posted by first class post within 24 hours.

If detail of your Link Officer or business address details change, you must inform us in writing within 5 working days.

1. Fraud

You must safeguard the Award against fraud including fraud by staff, volunteers, and suppliers. You must tell us immediately if you have reason to suspect any fraud has, is or is likely to occur.

1. Conflicts of interest

You must take steps to ensure that neither you, your employees or volunteers are placed in a position where there may be an actual or potential conflict between the interests of those persons, or your organisation and duties owed to the Council under this Agreement. You must tell us about any conflict which may arise.

1. Governing law and jurisdiction

This Contract is governed by, and shall be construed in accordance with, English Law and both parties shall submit to the jurisdiction of the English Courts.

**Funding Agreement - Part B**

**FUNDING PURPOSES AND CONSTRAINTS**

**Date of issue:** XXX

**Award recipient:** XXX

*This section of your Agreement should be read in conjunction with the ‘Standard Conditions of Funding’ (Part A) which together with your signed declaration makes up the Agreement between you and the Council.*

1. **PERIOD OF AWARD**
2. The period of funding covered by this Agreement is as stated below, with the funding period being inclusive of the dates indicated.

|  |
| --- |
|  |
|  |

**Start date:**

**End date:**

1. **PURPOSES OF THE AWARD**

* 1. **Aims and outcomes of the activities supported through this funding**

This Funding Agreement from Cheshire West and Chester Council to XXX is for the delivery of a programme of activity for the Holiday Activity and Food (HAF) Programme across the Cheshire West and Chester Council footprint for the Winter holiday period for 2024. This Funding Agreement is funded through a grant fund to Cheshire West and Chester Council from the Department for Education (DfE).

**Eligibility**

HAF holiday provision is for school aged children from reception to year 11 (inclusive) who receive benefits-related free school meals. Benefits-related free school meals (FSM) are available to pupils if their parents are in receipt of one of the qualifying benefits, and have a claim verified by their school or local authority.

[Further information on eligibility for free school meals is available](https://www.gov.uk/apply-free-school-meals).

**Purpose of the Grant awarded.**

|  |
| --- |
| The Purpose of this grant is to coordinate free Holiday Activities and Food for Cheshire West & Chester Local Authority, for those on benefits-related free school meals, and ensure all school-age children in Cheshire West & Chester are able to access holiday provision which will provide healthy food and activities.  You must use the Cheshire West and Chester, Free School Meal Eligibility tracker, to identify a young person on Free School Meals as this funding has been awarded to support young people eligible for **benefits related free school meals only**. You will be provided with your own unique ID to be able to access the tracker.  <https://my.cheshirewestandchester.gov.uk/service/Provider_eligibility_checker>  Programmes being delivered have the option to offer paid for places for those not on free school meals with SEND.  The Provider (XXX) has informed the Council, Via Application and Clarification, they will Operate Winter HAF Provision. This Grant covers funding for XXX spaces for children who eligible for Free School Meals children with SEND per day per week across XXX location(s) in Cheshire West.  XXX  Children and young people must be assisted in the above activities if required, parents/carers and siblings can take part without charge.  If you have reached your maximum number of unique Children on Free School Meals, there may be opportunity to increase your provision size. In this instance, please contact the Council for further discussion. Please be advised that if the provision is split between Free School Meals and Paid for Places the Council will pay for unique Children on **Free School Meals only** at the rate stipulated.  Please be advised that unannounced visits could be made throughout the programme by HAF co-ordinators, Councillors, and representatives from the Department for Education.  If there are changes to be made to your delivery as detailed above, you must inform the council via [aiminghighfordisabledchildren@cheshirewest.gov.uk](mailto:aiminghighfordisabledchildren@cheshirewest.gov.uk) or through [wendy.johnstone@cheshirewest.gov.uk](mailto:wendy.johnstone@cheshirewest.gov.uk) as soon as possible.  Requests will be made for you to complete.   * Case Study following your programme. * Provide families with LA customer survey link to complete so we are able look at feedback.   In order for Providers to ensure they target the right cohort and schools with high FSM data the Council is providing the latest School Census data. This is a summary of schools in Cheshire West. Individual school information that can be found here: [Get Information about Schools - GOV.UK (get-information-schools.service.gov.uk)](https://get-information-schools.service.gov.uk/Search)  Your provision will deliver these minimum standards:  **Food**: Clubs must provide at least one meal a day (breakfast, lunch, or evening meal) and **all** food provided at the club (including snacks) must meet the school [food standards.](https://www.schoolfoodplan.com/actions/school-food-standards/)  **Nutritional education**: Clubs must include an element of nutritional education each day aimed at improving children’s knowledge and awareness of healthy eating.  **Enriching activities**: Clubs must provide fun and enriching activities that provide children with opportunities to develop new skills or knowledge, to consolidate existing skills and knowledge, or to try out new experiences.  **Physical activities**: Clubs must provide activities which meet the [Physical Activity guidelines](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/833120/dh_128144.pdf) on a daily basis.  **Policies and procedures**:  All organisations delivering the HAF programme must be able to demonstrate that they have in place relevant and appropriate policies and procedures for:   * safeguarding, including the recruitment of staff and volunteers * health and safety * relevant insurance policies * accessibility and inclusiveness   Ensure that all communications it is made clear that **funding for this HAF programme has been provided by the Department for Education** |

**Outputs:**

The outputs expected from the HAF programme are:

* Providers funded to deliver holiday provision during the three holiday periods to eligible children and young people.
* Eligible young people engaged with during the three holiday periods
* All accessing provision are provided with meals during the three holiday periods

**Outcomes expected.**

There are many benefits for children who attend the HAF programme. We want to encourage all HAF providers to ensure a high-quality experience that will result in children:

The outcomes expected from the HAF programme are that young people will be:

* + receiving healthy and nutritious meals
  + maintaining a healthy level of physical activity
  + being happy, having fun and meeting new friends
  + developing a greater understanding of food, nutrition, and other health-related issues
  + taking part in fun and engaging activities that support their development
  + feeling safe and secure
  + getting access to the right support services
  + returning to school feeling engaged and ready to learn

Families can also benefit, when HAF providers include their needs in planning and delivering their programme. This could be through:

* + providing opportunities to get involved in cookery classes.
  + ensuring they are signposted towards other sources of information and support, such as health services or employment and education opportunities.
  1. **Description and scope of the services and/or activities supported through this funding**

This Funding Agreement is awarding a grant fund to xxx to provide holiday activity and food provision across the Winter Holiday period in line with the *‘***Section 31 Grant Determination for the Holiday Activities and Food Programme 2024: No 31/7082** *guidance from the Department for Education*’.

XXX **will:**

* Work with the Council and the HAF Steering Group to deliver holiday provision across Cheshire West and Chester.
* Utilise Steering Group members experience and expertise to support and for programme scrutiny. Report regularly to the Steering Group on progress of projects.
* Ensure effective governance, quality, robust contract, and financial management and monitoring of the programme. Develop a quality assurance framework to ensure minimum standards are met (e.g., safeguarding and school food standards) and that all provision has a clear referral and registration process. This will include the provision of timely and accurate data and reports to the DfE and other governing bodies.
* Link in with the Council internal SEND HAF provision to ensure that SEND support and enrichment activities are available for all ranges of SEND.
* Link in with the Council internal Youth Service HAF provision to ensure that provision for young people aged 12 and over is included within the wider HAF programme of provision.

All costs that may be supported through the Agreement, up to prescribed limits, are detailed in Section 3.2 (Expenditure detail) of this Agreement.

1. **FINANCIAL ARRANGEMENTS**
   * 1. **Support total for the period of Award**

£ XXX

**Eligible Expenditure:** See Annex B sections 4 – 10 of the *‘***Section 31 Grant Determination for the Holiday Activities and Food Programme 2024: No 31/7082** **guidance from the Department for Education’**

* + 1. **Payment arrangements**

Payment of £ XXX for the period xxx to xxx 2024 will be payable subject to (1) satisfactory monitoring being received for the funding period, and (2) children / young people being claimed for have been checked and confirmed as eligible for Free School Meals via the Free School Meal Eligibility tracker.

*Please note that the payment will only be made on receipt of the signed acceptance of this funding on the terms outlined in the Council’s formal offer.*

1. **MONITORING AND REVIEW ARRANGEMENTS**
   1. **Monitoring information required and form in which it is to be provided.**
2. **Financial Statement detailing expenditure.**

The financial statement for HAF Winter 2024 delivery is to be submitted online using the link - [accessible here](https://forms.office.com/e/6w5Tb42Az8)

Face-to-face holiday club provision (including provider costs, holiday club staff, venue costs, activity costs, food/meal costs and other costs directly associated with the provision of free holiday club places directly funded through the HAF programme).

To support funding of this programme it is a requirement by the Department for Education (DFE) that we as a local authority ensure that we can evidence that we have robust controls in place to safeguard taxpayers’ money and ensure funding is being spent to support the HAF programme only.

**Please note:**

Progress reports and expenditure information may be requested by the Council at any time during the period of funding so please ensure that you keep all financial records to support the grant you have been awarded e.g., invoices, receipts allocated to you for up to 3 years and that you may get audited.

All monitoring may be subject to validation by inspection visits or other contacts from officers of the Council.

The monitoring information required by the Council may be varied at any time during the period of funding. Where this happens, the Council will agree with the recipient a sufficient notice period that will enable the recipient to meet the new information requirement.

1. **Monitoring Information – Data Returns**

The Council will require the following monitoring information, as specified by the DfE, for the Winter Holiday period: e.g.

* + - The number of individual and unique children that you have supported over the Winter 2024 holidays.
    - Of those participating children, what percentage were eligible for FSM?
    - How many days did participating children attend on average?
    - An estimate of the percentage of primary children and the percentage of secondary children that participated.
    - Details about any provision you have put in place over HAF Winter 2024 for children with additional needs.

You will be required to complete a daily attendance for HAF provision, this will need to be collated on the spreadsheet provided to you by the Council and returned to [wendy.johnstone@cheshirewest.gov.uk](mailto:wendy.johnstone@cheshirewest.gov.uk) by xxx 2024.

**Data should only be held in accordance with** DfE HAF Privacy Notice and the LA privacy policy found in Section 14 Part A of this agreement.

Further information which needs to be adhered to regarding records can be found in Annex B sections 19 - 23 of the *‘***Section 31 Grant Determination for the Holiday Activities and Food Programme 2024: No 31/7082** **guidance from the Department for Education’** (Appendix 1).

* 1. **Timetable for submission of monitoring information**

Table 1 highlights the timetable for submission of monitoring information from XXX to the Council.

Table 1: Monitoring Information

|  |  |
| --- | --- |
| **Holiday Period** | **Deadline for return of monitoring information** |
| Winter 2024 | xxx 2024 |

1. **MINIMUM INSURANCE REQUIREMENTS**

| **Insurance type** | **Minimum cover (£)** |
| --- | --- |
| Public liability | 10,000,000 |
| Employer liability | 10,000,000 |

1. **POLICIES**

The authorised officer shall ensure the providing company hold relevant policies to safeguard their organisation.

All organisations delivering the HAF programme must be able to demonstrate that they have in place relevant and appropriate policies and procedures for:

* safeguarding, including the recruitment of staff and volunteers
* health and safety
* relevant insurance policies
* accessibility and inclusiveness

The Provider is expected to provide updated electronic Policies for each HAF Programme along with their application or at the latest upon submission of the monitoring information at the set deadline.

1. **VOLUNTEERS, DBS CHECKING AND SELF-CERTIFICATION**

All staff who are employed by holiday club providers, funded through the holiday activities and food programme, should be subject to an enhanced DBS check with barred list information.

Part 3 of [keeping children safe in education](https://www.gov.uk/government/publications/keeping-children-safe-in-education--2) sets out a clear process for safe recruitment. Providers must follow this best practice when recruiting volunteers.

The Council know that in some settings volunteers can play an important role in the delivery of holiday clubs.

Under no circumstances should a volunteer in respect of whom no checks have been obtained be left unsupervised or allowed to work in regulated activity.

Providers are strongly advised to ensure that **all**volunteers who are involved in the delivery of the holiday activities and food programme in holiday clubs should have an [enhanced DBS check](https://www.gov.uk/dbs-check-applicant-criminal-record) which, where applicable, should include children’s barred list information. This is to be provide reassurance to parents, families, and carers.

A self-certification is required by the authorised officer, on behalf of award recipient, to safeguard children and the organisation.

|  |  |
| --- | --- |
| **Authorised Person Name** |  |
| **Company Position** |  |
| **Signature** |  |

1. **TRAINING**

The authorised officer shall ensure that members of staff are trained to an expected standard to provide HAF support to Children and Families. Training modules are accessed via Edsential, and notification will be sent from the Council and or Partners. It is important that you must be able to evidence that Safeguarding training has been provided.

All staff and volunteers must have read and continue to be familiar with the “Working Together to Safeguard Children Guidance” found here:

[Working together to safeguard children - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/working-together-to-safeguard-children--2)

**All providers - c**an access the Safeguarding Everyone and our LA basic safeguarding ilearn using the following links

* [Safeguarding everyone - YouTube](https://www.youtube.com/watch?v=lFdCwys_w6E) – Link below is the reflective learning pack that goes with this animation [Safeguarding everyone pack](http://cwacmyteams2010.ourcheshire.cccusers.com/sites/IES/Corporate%20Business%20and%20Governance/HAF%20Programme/Process%20_Procedures/Safeguarding/HAF%20-%20SafeGuarding%20v1.docx)
* [Basic Safeguarding Children Awareness Course](https://ilearn.learningpool.com/login/index.php) – this is a guest access only course which mean it will not save progress. Password: Safeguarding

Providers working with young people who are SEND

* [Safeguarding Disabled Children and Young People](https://www.disabilitymatters.org.uk/Component/Details/468807) – This session will describe why disabled children and young people are vulnerable to abuse, explore how to respond where abuse is suspected and offer guidance on how to build the resilience of disabled children and young people and their families

The provider is expected to acknowledge the updated safeguarding guidance (September 2023) accessible [here](https://www.gov.uk/government/publications/keeping-children-safe-in-out-of-school-settings-code-of-practice) for all providers of after-school clubs, community activities and tuition. These updates reflect the guidance on keeping children safe in education and new legislation such as positions of trust, as well as findings from the out-of-school settings multi-agency pilot scheme, which have been made in collaboration with representatives from the sector and safeguarding partners. There are also added links to download a guide, leaflets, and posters.

1. **LEAD OFFICER FOR THE COUNCIL**

The authorised officer who shall supervise this Agreement on behalf of the Council.

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| Wendy Johnstone |

For the Council:

1. **LINK OFFICER FOR THE RECIPIENT**

The recipients nominated officer who shall be the main point of contact between the Council and the recipient and who shall hold a position of sufficient seniority to be able to make policy-level decisions on behalf of the recipient.

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For the recipient:

1. **APPENDICES**

Appendix 1 – *‘***31 Grant Determination for the** **Holiday Activities and Food Programme 2024: No 31/7082** *guidance from the Department for Education*’.



*If you have any queries, then please contact:* [*aiminghighfordisabledchildren@cheshirewest.gov.uk*](mailto:aiminghighfordisabledchildren@cheshirewest.gov.uk)

**SCHEDULE 1 – GDPR PROVISIONS**

**Data Controller:** has the meaning given under Data Protection Law.

**Data Processor:** has the meaning given under Data Protection Law.

**Data Protection Law:** all Law relating to the processing of personal data and privacy, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales.

**Data Subject:** has the meaning given under Data Protection Law.

**Personal Data:** personal data, as defined under Data Protection Law, concerning either residents or employees or workers of the Contractor or any Subcontractor and which is obtained or processed in connection with the Works or this Contract.

**Personal Data Breach** any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law).

**Processing:** has the meaning given under Data Protection Law and “**Process**” and “**Processed**” shall be construed accordingly.

**Protective Measures**: appropriate (having regard to nature of the Personal Data to be protected, the harm that might result from a Personal Data Breach, the state of technological development and the cost of implementation) technical and organisational measures including (where applicable):

* pseudonymising and encrypting Personal Data.
* ensuring the confidentiality, integrity, availability and resilience of systems and services.
* ensuring that the availability of and access to Personal Data can be restored promptly after an incident; and
* regularly assessing and evaluating the effectiveness of such measures.

1. **DATA PROTECTION**

1.1 Each Party shall comply with Data Protection Law in connection with this Agreement and shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Agreement.

1.2 Depending on the factual situation, either Party may each act as either Data Controller or Data Processor in relation to Personal Data under this Contract. The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in Schedule 1.

1.3 Where either Party Processes Personal Data of which the other Party is the Data Controller the Processing Party shall:

(a) do so only on written instructions from the Data Controller (the first such instructions being those set out in this Contract) as revised by the Data Controller from time to time (where applicable) in accordance with clause 1.5.

(b) notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe Data Protection Law.

(c) maintain appropriate Protective Measures to protect against a Personal Data Breach.

(d) ensure that all persons the Data Processor authorises to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(e) provide the Data Controller with full assistance in complying with Data Protection Law and enabling Data Subjects to exercise their rights under Data Protection Law including maintaining appropriate organisational and technical measures to facilitate this.

(f) notify the Data Controller promptly following any Personal Data Breach and provide the Data Controller with such assistance as the Data Controller requests including with any notifications to the Information Commissioner’s Office and affected Data Subjects.

(g) not transfer Personal Data outside of the EU without the prior written consent of the Data Controller.

(h) on request, provide the Data Controller promptly with all information that the Data Controller needs to show that both the Data Controller and Data Processor have complied with Data Protection Law in relation to this Contract; and

(j) at the written direction of the Data Controller, delete or return all Personal Data (and copies) to the Data Controller on following termination of this Contract unless the Data Processor is required by Law to retain it.

1.4 A Party that is a Data Controller may inspect and audit the other Party’s facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this Contract and Data Protection Law.

1.5 A Party that is a Data Controller may revise their instructions to the Data Processor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle either Party to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. The Data Controller shall use reasonable endeavours to give the Data Processor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.

1.6 The Recipient shall not allow a Subcontractor to Process any Personal Data of which the Council is Data Controller without the prior written consent of the Council. Where the Contractor wishes a Subcontractor to be able to do so, the Contractor shall provide the Council with such evidence as the Council requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Contractor’s obligations under this Contract and under Data Protection Law in relation to that Personal Data. [The appointment of a Subcontractor shall not relieve the Contractor from any of its obligations under this Contract and the Contractor shall be liable to the Council for the performance of the Subcontractor’s obligations in relation to Personal Data under this Contract].

1.7 Where the Council allows a Subcontractor to Process Personal Data in accordance with clause 1.6, the Contractor shall:

.1 include provisions substantially the same as those in this clause 1.7 in the subcontract with that Subcontractor; and

.2 provide in the subcontract that the Council may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.

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|  | Personal Data of which the Council is Data Controller |
| **Data Processor:** | XXX |
| **Categories of Data Subject:** | Children / young person who attend holiday provision |
| **Subject matter of Processing (including types of Personal Data that may be Processed):** | Personal Data concerning children who attend holiday provision including:  Name of child / young person  Date of birth of child / young person  School attended / registered to 2024  Postcode of child/young person  Free School Meal eligibility  Delivery type (online/offline/direct delivery)  Lunch type (onsite/food parcel/none)  Daily attendance per individual  SEND  Gender  Number of other family members supported.  Number of other non-school age children supported.  Any referral to external agencies  The Recipient will only collect, and use data collected, to support the safe and effective delivery of this programme |
| **Nature and purpose of Processing:** | Interrogation of the Personal Data for the purpose of carrying out the delivery of the HAF Programme to meet the conditions of the grant set by the DfE to meet funding requirements. |
| **Duration of Processing:** | During the Agreement Period and for 1 Year after its end (within which it is to be returned or destroyed) |