



**NOT FOR PROFIT ORGANISATIONS
- FUNDING AGREEMENT FOR EARLY YEARS ENTITLEMENTS EXPANSION-**

Cheshire West and Chester Borough Council has agreed, subject to the terms outlined in this document, to make a discretionary funding payment to [] 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 [].

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's 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

On behalf of [], I hereby accept the Award from Cheshire West and Chester Borough Council on the terms and *conditions set out in this Agreement.*

In signing this Agreement I acknowledge that:

- I have full authority to sign the Agreement on behalf of [];*
- 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 block capitals)

Position

Dated

For and on behalf of Cheshire West and Chester Borough Council

Authorised Signatory (1)

Authorised Signatory (2)

Signed

.....

Name
(in block capitals)

.....

Position

.....

Dated

.....

Funding Agreement - Part A

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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.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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..

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 a Subsidy as defined under the Subsidy Control Act 2022. If the Award is deemed to be Subsidy 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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: []

Award recipient: []

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

- 1.1 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:

2. PURPOSES OF THE AWARD

- 2.1 Aims and outcomes of the services and/or activities supported through this funding:

The purpose of the funding is to ensure that additional early years and childcare places can be created so that families are able to access quality, local provision. This funding is intended to support the expansion of childcare places by enabling providers to expand and adapt their facilities where places are required. The Department for Education is providing £100m of capital funding to support local councils in delivering the expansion of the 30-hours early years entitlement for working families and of wraparound provision in primary schools. Cheshire West and Chester Council has been allocated £676,000 across both programmes in support of this. In accordance with the programme guidance approximately £540,000 (80%) of the capital funding allocation has been allocated to the expansion of the Early Years Entitlements.

The capital funding must be spent on projects that aim to increase the number of places on the providers registration to help ensure sufficient places for children taking up an early years place through the expanded 30-hours entitlement for qualifying working parents (from the term following the child reaching 9-months to the term in which they turn 3-years-old).

This funding is to be spent in ways that best match the needs of the borough, focusing on projects that will increase the physical capacity of early years and wraparound provision in Cheshire West and Chester where demand is likely to

exceed existing supply. New places created must be accessible to all children, including those with special educational needs and disabilities and therefore projects should also include the adaptation or improvement of facilities to ensure places are available to children with a wide range of needs.

You will be required to complete grant monitoring in order to ensure that the monies are used in an appropriate manner, as set out in section 4 of this Part B. Termly monitoring reports will be required that will include but not limited to a project progress update e.g. how the grant funding was used and how much, the number of additional places created and how many families are accessing these places.

2.2 Description and scope of the services and/or activities supported through this funding.

Funding is provided as a contribution toward the costs incurred by the recipient in undertaking the following:

All projects will need to demonstrate that they aim to increase the number of places (on their Ofsted registration if applicable) and create additional places that are not currently available. Projects generally will include increasing available floor space.

Examples of appropriate early years projects:

- Projects that enable and/or increase access to childcare places for eligible children;
- Projects that adapt, re-model or improve existing childcare places to make them suitable for a wider range of needs;
- Central capital works required to enable delivery of the entitlement.

These could be achieved through:

- Expansion of existing childcare provision, including expanding existing provision to a different or additional site;
- Remodelling of existing provision to create additional capacity;
- Adaptations to ensure facilities are welcoming and inclusive.
- Creation of new childcare places, whether via the creation of new settings, or expanding provision in existing providers;
- Modifications or improvements to central IT systems used by the local authority to deliver the entitlements.

This grant funding is not intended for:

- Routine maintenance or refurbishment of premises;
- Capital works to maintain and improve the condition of the school estate, which should continue to be covered by Devolved Formula Capital funding (DFC)
- the Condition Improvement Fund (CIF) or School Condition Allocations (SCA);
- Childcare providers not providing Early Years entitlements or wraparound care.
- Loan repayments
- Works undertaken, goods or services received prior to contract award.

The funding is provided for **capital purposes only** and cannot be used for revenue expenditure of any kind, such as training or staff costs, resources/assets that do not meet the definition of capital expenditure given above (such as toys, books, clothing), etc.

Grants cannot be paid retrospectively therefore any work commenced prior to acceptance of the grant offer will not be eligible for funding.

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

- 2.3 Locality or other geographic area that will benefit from the services and/or activities supported through this funding: Borough of Cheshire West and Chester

3. FINANCIAL ARRANGEMENTS

- 3.1 Support total for the period of Award

To be confirmed on award

- 3.2 Expenditure detail

A contribution of [] is made toward the overall cost of the items detailed below.

- 3.3 Payment arrangements

Grants are valid for a period set out in the grant agreement and will be paid in advance of completion of the project. (70% on completion of the grant agreement and 30% on receipt of the first monitoring return.)

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.

4. MONITORING AND REVIEW ARRANGEMENTS

- 4.1 Monitoring information required and form in which it is to be provided

1. Financial Statement detailing expenditure.

The above monitoring to be submitted on forms that will be supplied by the Council to the recipient prior to the dates indicated below. Monitoring may be submitted in alternative format by prior agreement with the Council.

Please note

Progress reports and expenditure information may be requested by the Council at any time during the period of funding.

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.

4.2 Timetable for submission of monitoring information

Termly monitoring reports will be required that will include but not limited to a project progress update e.g. how the grant funding was used and how much, the number of additional places created and how many families are accessing these places.

Dates to be confirmed following award.

5. MINIMUM INSURANCE REQUIREMENTS

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

6. LEAD OFFICER FOR THE COUNCIL

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

For the Council:

Sarah Lister

7. 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.

For the recipient:

Bo White

8. APPENDICES

Appendix 1 – Schedule of Work

Schedule of Work

Activity detail	
Activity -	Creation of additional places for the expansion of the Early Years Entitlements for eligible children ages 2 and under in areas where there is a sufficiency need across the borough.
Objectives -	Sufficient childcare places for all eligible families to take up their funded childcare entitlement in their local area.
Milestones/When -	New places to be available by September 2025. Please note places available should be confirmed in the summer term 2025 (starting April 2025) so that families can secure their childcare before 31 st August 2025 as per the Early Years Funding contract.
Outputs that will be delivered -	X new 2-year-old 30-hour places. X new under 2-year-old 30-hour places.
Outcomes that will be achieved -	All projects must support the Council's statutory duty of sufficiency and evidence how new places will be created and made available to families and also contribute to the delivery of the 6 missions of the Council Plan through achievement of the following outcomes: <ul style="list-style-type: none">• Increased number of childcare places.• Increased take up of wraparound childcare provision.• Children have improved education attainment and wellbeing.• Parents are able to return to work, increase their working ours or study.• Increase sustainability of local childcare businesses.