**Childcare Offer Small Capital Project Grant 2021/22**

**Terms and Conditions of Grant**

**Grantor – CCBC Early Years**

**Grantee – Childcare provider.**

**Award of Grant**

1. The grantee shall ensure that it abides by these Terms and Conditions for the receipt of grant. These terms and conditions apply only to the funds provided from the **Childcare Grants 2021/22**

**Use of and Eligibility for Grant**

1. Any grant aid awarded shall be used only for the purposes approved in the letter making the offer of grant aid. Those approved purposes may however be modified by agreement between the grantor and the grantee. A new application would be required, and new supporting evidence submitted. All expenditure is considered ineligible unless it arises from the approved purposes and is consistent with all terms and conditions of the grant.
2. Any misrepresentation, including concealment or withholding of relevant information, by the grantee in its application for grant aid and for the subsequent duration of the period of grant award may be treated as a failure to comply with these terms and conditions.

**Period of Award**

1. The grant is awarded during a period of one financial year and shall cease on 31st March 2022. The award of grant during the financial year (1 April to 31 March) shall not be deemed to imply any guarantee that grant will be awarded for any further period.
2. All monies must be spent within the financial year in which it was awarded, and any unspent monies will be reclaimed.
3. The grantor reserves the right to terminate this agreement upon written notice to the grantee. Reasonable notice of termination would be given and arrangements for the transfer or cessation of the work would take account of the grantee’s contractual obligations. In the event of the agreement being terminated, the grantee will be required to repay the grantor any grant, which has not at the date of termination been spent for approved purposes.

**Grant Management and Monitoring Arrangements**

1. The grantee will nominate a named person to act as project manager and principal liaison person on grant scheme matters. The grantee will inform the grantor immediately of any change in project manager. The grantor will likewise inform the grantee of any change in its grant scheme manager.
2. The grantee shall monitor the progress of each project to ensure that targets are being met and to time, the grant is being spent as agreed and that financial controls are adequate, that the grantee’s management is satisfactory, and complies with these terms and conditions, and whether there are early warnings of performance falling short of expectations.
3. The grantee shall submit to the grantor no later than February 28th, 2022 a report (Grant Monitoring Report – hereafter known as the Report) showing the extent to which the agreed objectives set out in the grant offer letter have been progressed. The Report will draw specific attention to any shortfall of performance against expectation and identify the reasons for the shortfall. In the case of a shortfall it will also include details of the remedial measures that the grantee has put in place. The Report must be signed by the project manager as verification of the fact that the Report is an accurate representation of progress.
4. The Report must be accompanied by evidence of spend in the form of invoices, receipts, bank statements, etc. Handwritten receipts will not be accepted. All receipts must show date and company name and full amount of spend.
5. Approval must be sought in advance from the grantor for any significant changes to the planned performance monitoring indicators or timetable and related expenditure profiles agreed between the grantee and the grantor. A significant change would be a proposed addition or discontinuation of a grant related activity.

**Additional Information**

1. The grantee shall provide the grantor with such other information as to its activities or proposed activities and as to its use or proposed use of all or any part of grant funding, as the grantor may from time to time require. The grantor shall be entitled to use this, and all information supplied to it by the grantee relating to the grant aid, as it deems fit. Such information shall, if so, requested by the grantor, be certified by the project manager or another official of the grantee organisation that the grantor may consider appropriate in all the circumstances.

**Capital Grant Related Provisions.**

1. “Capital” means spending on the purchase or creation of assets which are expected to be used for a period of at least one year.

**Insurance**

1. The grantee shall ensure that it takes all reasonable steps to insure against any risks which may arise in connection with any property or any activity undertaken which is grant aided in whole or in part under the scheme. This includes any loss or personal injury to grant aided staff undertaking those activities. The grantor shall reserve the right to require the grantee to submit for inspection any relevant documents relating to insurance policies. The grantor is not in any way liable for any contingency involving property or activities for which it has provided grant aid in whole or in part; responsibility for any such contingencies should lie entirely with the grantee, who should be covered for all eventualities by taking out satisfactory insurance policies.

**Other Sources of Funding**

15. The grantee shall provide any matched funding arrangements required to ensure the success of the scheme.

**Publicity**

16. The funding is being provided by the Welsh Government and the grantee shall acknowledge, through the inclusion of appropriate wording on press releases and branding (on publicity, communication materials and signage), the contribution made to its activities by the grantor. Additional information on how this can be achieved can be obtained from the corporate brand guidance for the Childcare Offer and contact details.

**Party Political Purposes**

17. The grantee shall ensure that no part of the grant shall be used for party political purposes, and no aspect of the grant-aided activities shall be party political in intention, use or presentation.

**Equal Opportunities**

18. The grantor requires all recipients of grant aid to ensure that they apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or as far as is practicable, any disability.

**Welsh Language**

19.**Voluntary and non-statutory organisations**

The grantee shall ensure that it meets the linguistic needs of the community or clientele for which the service, project or activity is to be provided. In particular, the grantee shall ensure that:

• Welsh language related issues are reflected in all core activities pertinent to the grant; and

• Services provided under the grant are delivered bilingually and meet the relevant requirements under the Welsh Standards Act.

20.**Public bodies**

The grantee shall apply its own Welsh Language Scheme if it has one and where applicable to the specific activities for which the funding is provided. Whether it has its own Welsh Language Scheme or not, the grantee shall ensure that:

* Welsh language related issues are reflected in all core activities pertinent to the grant; and

• Services provided under the grant are delivered bilingually and meet the requirements in the Welsh Standards Act.

**Restrictions on the liability of the grantor**

21. The grantee shall not (and shall ensure that all members of its organisation do not) represent the organisation in such a way, say or do anything that might lead persons to believe that the grantee is an agent of the grantor or that the grantor is responsible for any liability of the grantee. Nothing in the terms and conditions of grant shall impose any liability on the grantor in respect of any liability incurred by the grantee to any other person or entity.

**Income**

22. The grantor shall be entitled to receive a proportion of all monetary consideration received by the grant recipient arising from the scheme, as the grantee cannot profit from the scheme in the first three months. Income profit generated from the scheme in the first three months should be shared pro rata to the financial contribution by each party to the scheme.

If the grant (together with other grantee funds) is not the sole source of funding for the scheme, then the income generated should be allocated pro rata across all parties that have made a financial contribution.

**Crown Copyright**

23. The grantee shall take such steps as are required to vest in the Crown, copyright and other intellectual property rights arising out of any material produced as a result of activities funded under the grant scheme.

**Variance in Grant**

24. Unless included in the initial approval, the level of grant awarded will not be adjusted to take account of pay and price changes during the life of the approved scheme/project.

**Procurement**

25. The grantee shall comply with its own standing orders and arrangements for the purchase of goods and services. The grantor will expect the grantee to take all reasonable steps to ensure the best value for money attainable from grant funding through the procurement of goods and services open competition.

**Maintenance and Retention of Records**

26. The grantor expects grantees to ensure adequate financial controls are put in place to safeguard public funds e.g. ensure segregation of duties, maintain proper books and records, bank accounts requiring two signatures and retention of supporting documentation for audit purposes.

27. The grantee shall ensure that it retains all books of accounts and such other documents or records relating to the scheme/project. Books of account and related financial records shall be retained for a period of 10 years from the end date of the grant scheme. Other documents and records shall be retained for 6 years.

**Underspend of Grant**

28. The grantee shall notify the grantor as soon as it becomes apparent to it that an underspend of grant is likely to arise or has arisen. In these cases, the grantee will be required to repay the grantor any grant which is likely to arise or has arisen in an underspend of the grant monies awarded. However, the grantor may at its discretion and in accordance with the powers under which the grant is paid, approve the use of the underspend for other beneficial purposes. Such approval is especially likely to be given where the underspend arises due to improved effectiveness or efficiency in the management of resources, but approval is not likely to be given where it is due to the delayed start of a grant aided activity.

**Recovery/Clawback**

29. The grantor reserves the right at any time to recover the grant, in whole or in part, to the extent that it is not used for eligible purpose(s) or if the grantor considers that any other terms or conditions of the grant are not being fulfilled.

30. If the grant is not spend for the eligible purpose(s) during the financial year to which it relates, the unspent amount may be recovered by the grantor during or at the end of that financial year and/or may be taken into account in determining the amount of grant aid to be paid in the following financial year.

31. In accepting this offer of funding the applicant agrees to provide Childcare Offer places for a minimum of 5 years. If the grantee within a period of 5 years of accepting grant monies fails to accept children being funded via the offer, fails to complete registration or closes provision reducing the registered places within 1 year of start-up and opening, is wound up or goes into liquidation (including being subject to any administration order), receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors, or is likely, in the view of the grantor, to become unable to pay any of its debts then on the occurrence of any of those events the grantor shall be entitled to recover forthwith from the grantee all or part of the grant paid and no further monies shall be due or payable by the grantor to the grantee or to anyone acting for or on its behalf or in its name. Any references to the amount of grant paid or to be paid to the grantee shall be deemed to mean and to be limited to the amount of money actually paid to the grantee by the grantor at the time that any of the events referred to above occurs.

**Access**

**Grantor**

32. The grantee shall, without charge, permit any officer or officers of the grantor, at any reasonable time to visit its premises and / or to inspect any of its activities and / or to examine and take copies of the grantee’s books of account and such other documents or records as in such officers view may relate in any way to the use of grant by the grantee. This condition is without prejudice and subject to any other statutory rights and powers exercisable by the grantor or any officer, servant, or agent thereof.

**Disclosure of Information**

33. The grantor may in its absolute discretion disclose to Parliament or to any Court any information supplied to it by the grantee in connection with its application for the award of grant.

**Material Change in Financial Status**

34. If during the financial year, or during the audit of accounts relating to that financial year, the grantee becomes aware of a material deterioration in its financial circumstances (for instance a deficit on its income and expenditure account; a significant reduction in the value of its asset base; or a cash flow problem) it should inform the grantor immediately. It should also inform any other bodies providing the grantee with public funds. In the event of a failure by the grantee to inform other such funding bodies, the grantor reserves the right to communicate the information itself to protect the interests of the taxpayers.

**Breach of Terms and Conditions**

35. If the grantee is in breach of any of the above terms and conditions or those set out in the grantor letter making the offer of grant the grantor shall forthwith be entitled to recover all or any grant already paid and to withhold, whether temporarily or permanently, any grant not yet paid; save that where the grantor considers that the failure by the grantee is one capable of rectification to its satisfaction then before the grantor recovers any grant it shall first serve on the grantee a notice in writing specifying the nature of the failure and the steps required of the grantee to rectify it, and the time allowed to rectify the failure.

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Declaration by Grantee:

I, Click or tap here to enter text., on behalf of

Click or tap here to enter text. (Setting name)

Have read, understood, and agreed the above Terms and Conditions of grant.

Signed:Click or tap here to enter text. Date: Click or tap to enter a date.