

CHILDCARE AND EARLY YEARS CAPITAL GRANT PROGRAMME

SMALL GRANTS SCHEME 2023-24

Core Terms and Conditions of Small Capital 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 **Small Grants Scheme 2023/24**.
2. All providers in receipt of funds from the Small Grants Scheme will be expected to formally accept the offer in writing (email is acceptable), they must also sign up to the terms and conditions attached to the grant.

Use of and Eligibility for Grant

3. 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 be modified by agreement in writing between the grantor and the grantee. All expenditure is considered ineligible unless it arises from the approved purposes and is consistent with all terms and conditions of the grant.
4. 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

5. The grant is awarded for use during a period of the current financial year and must be spent by 31st March 2024. Any portion of the grant not spent by this date will be repayable to the Council. If funding may be needed to cross the financial year, you will need to clearly identify the amount to be spent by 31st March 2025 and the

amount required for financial year 2024-25, with a plan for how you will complete any outstanding work should there not be further small grant capital funding available. While we anticipate further small capital grants in future financial years until March 2025, we cannot guarantee this and so will be at the risk of the childcare provider.

6. The grantor reserves the right to terminate the Small Grants Scheme Award upon written notice to the grantee. Reasonable notice of termination would be given and the grantor would take into account the grantee's contractual obligations. In the event of the Grant Award 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

7. The grantee will nominate a named person to act as lead on grant scheme matters. In the case of a Childminder, this will be the Childminder. The grantee will inform the grantor immediately of any change in that named person. The grantor will likewise inform the grantee of any change in its named contact.
8. The grantee shall monitor the progress of the grant aid awarded and ensure the grant is being spent as agreed, that financial controls are adequate, and that the grantee's management of the grant aid awarded is satisfactory and complies with these terms and conditions.
9. The grantee shall submit to the grantor within the specified time provided of receiving the grant aid award 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 must be signed by the lead/childminder as verification of the fact that the Report is an accurate representation of progress.
10. The Report must be accompanied by evidence of spend in the form of paid invoices, receipts, bank statements, etc. Handwritten receipts will not be accepted. All receipts must show date, invoice number and company name with company registration number, full description of items and full amount of spend.
11. Approval must be sought in advance from the grantor for any significant changes to the related expenditure profiles agreed between the grantee and the grantor. A significant change would be a proposed additionality, alternative capital item or discontinuation of a grant related activity.

Additional Information

12. 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 approved by the lead or another official of the grantee organisation that the grantor may consider appropriate in all the circumstances.

Capital Grant Related Provisions.

13. "Capital" means spending on the purchase or creation of assets which are expected to be used for a period of at least one year. It includes the purchase of buildings, equipment, and land.

Insurance

14. 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 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.

Publicity

15. The grantee shall acknowledge, through the inclusion of appropriate wording on press releases and branding (on publicity, communication materials and signage), that the funding is being provided by the Welsh Government and this must be acknowledged in any literature and social media correspondence such as newsletters and the relevant Welsh Government branding should be used.

Party Political Purposes

16. 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

17. The grantee shall always comply with its obligations under the Equalities Act 2010.

Welsh Language

Voluntary and non-statutory organisations

18. 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 where applicable and meet the relevant requirements under the Welsh Language Standards Act 2018

Restrictions on the liability of the grantor

19. 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.

Variance in Grant

20. 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. Where prices are reduced, the grantor must be informed and any amendments to the grant application must be approved prior to purchase.

Procurement

21. The grantee shall comply with its own 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.

22. The grantee agrees and understands that where the setting is on a CCBC/School site the works must be completed under the direction of the relevant local authority department and therefore guidance and permission must be sought prior to application.

Maintenance and Retention of Records

23. The grantee shall ensure that it retains all records of accounts and such other documents or records relating to the scheme/project. Records of accounts 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

24. 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. The grantor may at its sole 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

25. 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.
26. If the grant is not spent for the eligible purpose(s) during the financial year to which it relates, the unspent amount will be repayable to the grantor during or at the end of that financial year and/or may be considered in determining the amount of any grant aid to be paid in any following financial year.
27. In accepting this offer of funding, the applicant agrees to provide Childcare places for a minimum of 5 years from the date the grant funding is paid.
28. If the grantee within a period of 5 year from accepting grant monies closes or suspends delivery of the provision and/or reduces registered places, the grantor will be entitled to recover all or part of the amount of the grant awarded.
29. If the applicant decides not to accept children being funded via a Welsh Government funded programme, then it will be liable to repay all, or part of the funding paid. This will not apply if the applicant can clearly demonstrate that he / she would welcome children under these programmes but there is no capacity.
30. If the grantee 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 grant shall be repaid to the Council forthwith 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

31. 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 records of account and such other documents or records as in such officer's 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.

Material Change in Financial Status

32. 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 Welsh Government in order to protect the interests of the taxpayers.

Breach of Terms and Conditions

33. If the grantee is in breach of any of the above terms and conditions or those set out in the 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, including the time allowed to rectify the failure. Failure by the grantee to comply with such a notice will entitle the grantor to recover the grant monies from the grantee.

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 agree to abide by the above Terms and Conditions of grant.

Signed:[Click or tap here to enter text.](#)Date:[Click or tap to enter a date.](#)

CCBC Signature:

I, [Click or tap here to enter text.](#), For and on behalf of

Caerphilly County Borough Council

Address: Ty Penallta

Tredomen Business Park

Ystrad Mynach

Hengoed

CF82 7PG

Signed:[Click or tap here to enter text.](#)Date:[Click or tap to enter a date.](#)

