



Telford & Wrekin
COUNCIL

Cooperative Council Delivery Team
1st Floor
Addenbrooke House
Ironmasters Way
TELFORD
TF3 4NT

Tel: 01952 385103
email: grant.applications@telford.gov.uk

Date: 2019

Dear

Holiday Activities and Eatwell Fund

Award of Grant to

I am happy to be able to write to advise you that your recent application for funding under the **Holiday Hunger Fund** has been successful.

This letter sets out the terms of the grant offer which Telford & Wrekin Council (**'the Council'**) is prepared to make to (**'you'**) following your successful application for grant funding.

The Council is prepared to offer you a grant of **written figure** pounds £.... (**'the Grant Funding'**). The payment of the Grant Funding is conditional upon you accepting the Council's terms and conditions for grant which are set out in this letter. Please read them carefully and return your signed copy of this letter within 10 working days of the date above to show your acceptance of the terms and condition of the Grant.

Terms and Conditions of Grant

1. The maximum amount of Grant Funding to be paid by the Council to is **written figure** pounds £.....
2. The Grant Funding is being paid to support the outcomes and objectives set out in the attached Appendix 1 (**'the Grant Outcomes'**). All projects must be completed by 30 April 2020.

3. The amount of the Grant Funding shall not be increased in the event of any overspend in delivery of the Grant Outcomes.
4. The Grant Funding will be paid directly to your nominated bank account in accordance with Appendix 2, subject to the necessary funds being available when payment falls due.
5. The nominated bank account must be in the name of the organisation running the project or the organisation who is managing the monies on your behalf, we are unable to pay into a private individual's bank account
6. You will use the Grant Funding exclusively for the delivery of the Grant Outcomes.
7. You shall ensure that any Grant Funding paid that remains unspent by 12 weeks following the conclusion of your project ("**the Grant Period**") is returned to the Council.
8. The Grant Period will only be extended upon the written approval of the Council in the case of exceptional circumstances.
9. You will provide at your own cost all information reasonably required by the Council to allow the Council to determine whether the Grant Outcomes are being or have been successfully achieved.
10. You will act in a fair and open manner without distinction as to race, religion, gender, sexual orientation, age or disability, and in compliance with relevant legislation.
11. You will acknowledge the Grant Funding publicly as appropriate and practical and will ensure that any publicity relating to the Grant Outcomes includes an acknowledgment of the funding from the Council and the Council logos.

12. The Council may contact you to arrange for a Cabinet Member or Council Officer to visit your event and if available to open your event, it is a condition of your grant that you comply with this request.
13. You agree to comply with all laws regulating the way that you deliver the Grant Outcomes. By signing these terms and conditions you agree to comply with the Council's Safeguarding Requirements as set out in the attached Appendix 3 when carrying out regulated activities.
14. You shall put and keep in place systems to the Council's satisfaction to prevent fraud/misappropriation of the Grant Funding.
15. You shall inform the Council if any legal claims are made or threatened against you which would adversely affect the delivery of the Grant Outcomes.
16. You agree to inform the Council in writing within 7 days of being made aware of any investigation which might affect the delivery of the Grant Outcomes carried out by the Police, Health and Safety Executive, HM Revenues & Customs or any other regulatory body.
17. You will be available for meetings as reasonably required by the Council and allow the Council and its agents and auditors full and free access to any records and accounts relating to the Grant Funding.
18. The Grant Funding is not consideration for any taxable supply for VAT purposes from you to the Council. The Council's obligations do not extend to paying you any amounts in respect of VAT in addition to the Grant Funding and the Grant Funding is inclusive of VAT should any VAT be deemed to be payable. You will be responsible for the payment of VAT on any goods or services obtained in meeting the Grant Outcomes.
19. You agree to monitor the progress of the Grant Outcomes and complete any reports required by the Council, including:

- a. Completing and returning the required monitoring form within 30 days of the completion of your project to grant.applications@telford.gov.uk
 - b. And permitting any person authorised by the Council for the purpose to visit the project at least quarterly to monitor the delivery of the Project. Where, in its reasonable opinion, the Council considers that additional visits are necessary to monitor the Project, it shall be entitled to authorise any person to make such visits on its behalf.
20. You agree to send the Council any further information that it may ask for about the Grant Outcomes or its organisation and activities, the number of users and other beneficiaries and such other information as the Council may require from time to time. The Council may use this information to monitor the Grant Outcomes.
21. The Council may share information about the Grant Outcomes or the Grant Funding with parties of its choice as well as with any applicants who make an information access request under the Freedom of Information Act 2000 or other relevant information law provisions.
22. The Council may withhold or demand repayment of the Grant Funding at the Council's absolute discretion, in any of the following circumstances if:
 - a. you fail to comply with the terms of this grant offer letter;
 - b. you give misleading or inaccurate information, whether deliberately or accidental including but not limited to any information relating to the Grant Outcomes;
 - c. you become legally ineligible to hold the Grant Funding;
 - a. at any stage during the Grant Period you do not let the Council have information that the Council has reasonably requested you to supply that could affect the Council's decision to continue, withdraw or demand repayment of all or part of the Grant Funding;

d. the Council has reasonable grounds to believe that it is necessary to protect public money;

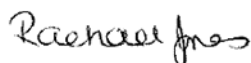
e. you are or are likely to become insolvent.

23. This Grant Agreement is subject to English law.

Important Note - European State Aid Rules: As this grant constitutes public funding it has to be considered against the State Aid requirements applicable to the Council (Under EC regulation 1407/2013 (de minimis aid regulation)), and, whilst it is unlikely that this grant funding would be considered to be state aid, if it was, it would be de minimis aid. There is a ceiling of €200,000 for all de minimis aid provided to any one organisation over a 3-year period. Any de minimis aid awarded to you under this offer letter will be relevant if you wish to apply, or have applied, for any other de minimis aid. For the purposes of the de minimis regulation, you must retain this letter for 3 years from the date on this letter and produce it on any request by the UK public authorities or the European Commission. (You may need to keep this letter for longer than three years for other purposes).

To accept the Council's offer please return a signed copy of this letter at your earliest convenience.

Yours sincerely



Rachael Jones

Community Participation Service Delivery Manager

Acceptance of Grant Terms and Conditions

We accept the offer of grant on the terms and conditions set out in this letter:

We are duly authorised by (name of group) to accept this offer of grant on the terms and conditions set out in this letter:

Signed: **Signed:**

Print Name: **Print Name:**

Capacity: **Capacity:**
(e.g. Secretary/authorised officer) (e.g. Secretary/authorised officer)

Date: **Date:**

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Appendix 1

The Grant Outcomes

The School holidays can be a challenge for some families. This can be due to increased costs such as providing meals, childcare and reduced incomes due to reduced working hours. Also, there is no provision for free school meals (FSM) during the holidays. There is growing evidence that this can impact on the health and wellbeing of some families during the holidays. Children, Young People and Families on low incomes are:

- Less likely to access organised holiday activities
- More likely to experience “unhealthy holidays” in terms of nutrition and physical health and
- More likely to experience social isolation

Free holiday clubs can be part of a community solution to this problem and deliver a positive impact for Children and Young People (CYP). Evidence suggests that holiday clubs work best where there is regular and accessible provision of a diverse range of positive activities which include physical activity, and a healthy nutritious meal. The benefits are even better when children and their parents are involved in food preparation.

The issue of food poverty is often exacerbated during the school holidays when free school meals are not available. It is estimated that there are approximately 170 non-school days (including weekends) in the year in the UK that free school meal (FSM) pupils cannot access their entitlement to a school lunch. Access to FSM may provide the only hot meal for some children over the school term.

The Holiday Activities and Eatwell Fund is targeted at the areas of Telford with the highest levels children and young people in receipt of free school meals. The aim is to support the development of projects in these areas and to provide funding that can assist in making the projects sustainable.

The grant will be used to deliver a holiday activity and eatwell project in the **INSERT area**. The funding will contribute towards the delivery of the project that will assist in addressing the issue of food poverty for children, young people and their families during the school holidays. The aim of this funding is to support your organisation to develop a project that can be sustained beyond 2020. Therefore funding can be used as a contribution towards the setting up costs of a project, eligible costs include training, volunteer costs, purchase of equipment, food costs, promotion etc. It is expected that the project will be sustained beyond 2020, therefore this funding should be used to put the foundations of the project in place so that it can be delivered in future years.

Appendix 2

Payment Schedule

Item	Amount	Date of Payment/Trigger	Evidence Required
Contribution towards items such as;		Within 30 working days from receipt of signed Grant offer letter	<i>Signed Grant Approval letter.</i>

Appendix 3

Safeguarding Requirements

1 SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- 1.1 The Parties acknowledge that the Recipient is a Regulated Activity Provider with ultimate responsibility for the management and control of Regulated Activities for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 1.2 The Recipient shall :
- (a) ensure that all Staff engaged by the organisation in Regulated Activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the children's barred list or the adults' barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under these requirements for each member of Staff.
- 1.3 The Recipient warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Recipient in the provision of the Project is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 1.4 The Recipient shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to children or vulnerable adults.
- 1.5 The Recipient shall immediately notify the Council and the Disclosure and Barring Service about any member of Staff where it removes permission for such person in the organisation (or would have, if such person had not

otherwise ceased to work with the organisation) because, in its opinion, such person has harmed or poses a risk of harm to children or vulnerable adults.

- 1.6 The Recipient shall immediately notify the Council in writing of any information that is required under this Clause or it reasonably requests to enable it to be satisfied that the obligations of this Clause have been met.

“Regulated Activity” in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

“Regulated Activity Provider” as defined in Section 6 of the Safeguarding Vulnerable Groups Act 2006.

“Staff” means all persons employed by the Recipient to perform the Agreement together with the Recipient’s servants, agents, volunteers, members and sub-contractors used in the performance of this Agreement.]

2. SAFEGUARDING PROCEDURES

- 2.1 The Recipient will ensure that it maintains as necessary an adequate Child Protection Policy and/or Vulnerable Adult Protection Policy. All children, young people, vulnerable adults and their families associated with the Organisation shall have access to copies of the Policies.
- 2.2 The Recipient will ensure that all Staff will have access to copies of the Child Protection Policy and/or Vulnerable Adult Protection Policy and understand them.
- 2.3 The Recipient shall adopt procedures for dealing with allegations or suspicions of Abuse including the [West Midlands Multi-Agency Safeguarding Adults Policy and Procedure](#) and the [West Midlands Child Protection and Safeguarding Procedures](#)

2.4 In cases of actual or suspected Abuse to a Child the Recipient must report such issues to Family Connect Safeguarding Services as follows:

- Telephone: 01952 385 385 (Monday to Friday, 9am to 5pm excluding bank holidays)
- Telephone: 01952 676 500 (out of hours and bank holidays)
- If you believe a crime has been committed:
 - o West Mercia Police: Telephone 0300 333 3000 or 101
 - o In an emergency: Telephone 999

2.5 In cases of actual or suspected abuse to a Vulnerable Adult the Recipient must ensure strict adherence to the West Midlands Multi-Agency Safeguarding Adults Policy and Procedure in order to protect the individual, and in so doing shall comply with requirements of any investigation carried out by the Council or other appropriate agency.

2.6 In cases of actual or suspected Abuse to a Service User who is a Vulnerable Adult the Recipient must report such issues to Telford & Wrekin Access Team as follows:

- Telephone: 01952 385 385 (Monday to Friday, 9am to 5pm excluding bank holidays)
- Telephone: 01952 676 500 (out of hours and bank holidays)
- If you believe a crime has been committed:
 - o West Mercia Police: Telephone 0300 333 3000 or 101
 - o In an emergency: Telephone 999

2.7 The Provider shall immediately notify the Council in writing of any information that is required under this Appendix 2 or it reasonably requests to enable it to be satisfied that the obligations of this Appendix 2 have been met.