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 **Holiday Activity and Food Grant Agreement**

THIS AGREEMENT IS MADE AS OF **[date]**

**BETWEEN:**

The London Borough of Croydon, Bernard Weatherill House, 8 Mint Walk, Croydon CR0 1EA (Hereinafter referred to as “the Council”)

AND

**XXX** a XXX (whose registered office is at XXX) Hereinafter referred to as the “Organisation”

**The Council’s nominated contact is:**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Telephone |  |
| E-mail |  |

**The Organisation nominated contact for the Agreement is:**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Telephone |  |
| E-mail |  |

# BACKGROUND

In November 2020, the Government announced that the holiday activities and food programme will be expanded across the whole of England in 2021. The programme provides healthy food and enriching activities to disadvantaged children during the 2022 school holidays. Croydon delivered this programme as part of a pilot in 2019 and ran the programme in 2021 also.

The Department for Education (DfE) Holiday Activities and Food Programme 2022 provides grant funding to Local Authorities to co-ordinate free holiday provision (Easter, Summer and Christmas 2022 school holidays) for children in the local authority area who are eligible for and receive benefits-related free school meals (FSM).

The funding local authorities receive is to cover the:

* Provision of free holiday club places to include **healthy food/meals** and **enrichment/physical activities** for at least 4 hours a day, 4 days a week, 6 weeks a year (four weeks in the summer, plus a week’s worth of provision in each of the Easter and Christmas holidays)
* Co-ordination of the programme locally

Providers supporting this programme are required to meet high standards around:

* Healthy food / meals
* Enriching physical activities
* Nutritional education
* Signposting and referrals
* Policies and procedures

**DEFINITIONS**

In this agreement, the following terms shall have the following meanings:

|  |  |
| --- | --- |
| Funding partner | The funding organisation which has agreed to provide funding for the Project; |
| Grant | The total sum of up to **£XXXX** to be paid to the Organisation over the Grant period.  |
| Grant agreement | The information contained in this documents accepted by the Organisation together with the terms and conditions and the schedules. |
| Grant period | This grant is awarded for period of six weeks to deliver XXX from [date] to [date] |
| Project | The project or activity for which the grant is given, described fully in Schedule 1;  |

**TERMS AND CONDITIONS**

1. The grant will be used exclusively for the project and only by the Organisation in accordance with this agreement.

1. The Council agrees to pay separately the summer and winter grant allowance as per the Organisations approved budget. Insofar as possible, this will be in advance – no more than one month before project delivery.
2. The Council shall be notified in writing of any proposed major changes to the project or its delivery. No such changes will be made without the Council’s agreement in writing.
3. The Organisation shall agree to deliver a HAF programme as set out in the DFE guidance (<https://www.gov.uk/government/publications/holiday-activities-and-food-programme/holiday-activities-and-food-programme-2021>) The council’s specification and the Organisation’s application.
4. The Organisation accepts the need to evaluate the delivery of the project and its outcomes according to monitoring and evaluation requirements agreed with the Council, Monitoring will include weekly submissions of how many places were delivered and utilized as well as announced and un-announced visits from the HAF team.
5. The Organisation will appoint a project leader who holds a senior position within the Organisation to act as contact point for the project, both within the Organisation and to liaise with the Council.
6. Any previous grant agreement in place between the Council and the Organisation is not affected.
7. If the entire grant is not spent within the grant period, the unspent amount will be returned to the Council within one month.
8. If the Organisation significantly under-delivers on bookings, it agrees to return all unspent monies and a full account of what fixed costs have been paid for. Projects that significantly under deliver for Summer may not be funded for Winter. The Organisation must let the Council know at the earliest stage if there are a low number of bookings.
9. The grant will not be increased in the event of an overspend on the project.
10. The Organisation must promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Organisation.
11. All financial records and accounts, including receipts for items bought with the grant, are to be kept for at least six years following receipt of any Grant monies to which they relate. These will be made available to [Council] on request. It is understood that this does not release the Organisation from its legal responsibility to keep records for longer periods.
12. The Organisation must comply with all relevant legislation relating to children, young people and the work it carries out. This also includes recruitment and selection of staff and volunteers.
13. For the purposes of this agreement, the Council and the funding partner act solely as grant providers. The organisation hereby acknowledges and confirms that:
	* + 1. To the extent that the grant (or part thereof) is used to engage or employ staff – whether under a contract of service, a contract for services, or otherwise – neither the Council nor the funding partner are in any sense a party to that contract;
			2. In the event that an individual, engaged in the organisation, issues or threatens proceedings against the Council or the funding partner, the organisation will confirm in writing (and, where required, in any legal pleadings) that the Council and the funding partner act solely as grant providers and are not a party to any contract whatsoever with individuals engaged by the organisation.
14. The Council reserves the right to hold back a grant or seek repayment, in whole or in part, if the Organisation (i.e. any member of the governing body, its staff or volunteers):
15. Is in breach of any of the terms and conditions of the grant as contained in this agreement;
16. Fails to provide information or visits required by the Council, in accordance with the agreed timescales;
17. Supplies false or misleading information to the Council, either before receipt of the grant or during the period of the grant;
18. Fails to follow equal opportunities practice in employing people, recruiting new members and providing services;
19. Fails to administer, organise or run the project with the degree of skill and care to be expected of a competent Organisation;
20. Is dishonest in obtaining funds and/or in its use of such funds or is otherwise dishonest in relation to carrying out its aims; or
21. Closes down, becomes insolvent, goes into administration, receivership or liquidation (sequestration), or makes an arrangement with its creditors.
22. These terms and conditions apply until the Organisation has spent all the grant and until the Council is satisfied that all agreed requirements have been fulfilled.
23. This agreement is subject to satisfactory verification of the Organisation’s bank account details.
24. The Council’s intention is that the Grant will be paid to the Organisation in full. However, without prejudice to the Council’s other rights and remedies, the Council may, in its sole discretion, declare the Grant terminated if:
25. The Organisation fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure;
26. Any portion of the Grant is used in a manner that does not comply with the terms of this Agreement;
27. The Organisation obtains duplicate funding from a third party for the Project;
28. Any member of the governing body, employee or volunteer of the Organisation has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project;
29. If the Council does not have funding in relation to the Project or does not expect to receive further funding for the Project.

Signed by: …………………………………………….

Print name:

Position:

For and on behalf of the Council

Date:

Signed by: …………………………………………….

Print name:

Position:

For and on behalf of Organisation

Date:

**SCHEDULE 1**

**SERVICE SPECIFICATION**

**SCHEDULE 2**

**Funding in the event of under-delivering**

Under-delivery is defined as having fewer users register than places offered. While ideally this would be based on attendees, in these uncertain times it is not a fair expectation.

Starting from 10% fewer than expected places, the Organisation will be expected to pay back 5% of the grant for every 10% of non-utilised places (pro rata).

If the Organisation delivers fewer than 50% of placements, it will be expected to pay back 50% of the grant with the % to be paid back matching the % of fewer places.

Example 1:

The Organisation has bid for 30 HAF places and receives 30 registrations. On the day, 20 turn up.

In this example no money would need to be repaid as the Organisation registered enough people.

Example 2:

The Organisation has bid for 50 places and registers 40. On the day 30 turn up.

In this example, the Organisation would be required to pay back 10% of its funding. As there is a 20% shortfall in the number of registrations.

Example 3

The Organisation has bid for 100 places and registers 40. On the day, 40 turn up.

In this example, the Organisation would be required to pay back 60% of its funding as there is a 60% shortfall in the number of registrations

***(If required)***

 **ADDENDUM**

**to**

**Grant Agreement between [X Council] and [organisation name],**

 **dated [grant agreement date]**

This Addendum is made on the [date of addendum] between [X Council]and [organisation name].

The purpose of this funding is to make the necessary provisions for children with SEND needs so that they are able to partake in the activities associated with the [name of programme].

Evidence of expenditure will be required at the end of the delivery period.

An additional [send amount] has been agreed for SEND provision at [delivery address].

Signed by: …………………………………………….

Print name:

Position:

For and on behalf of [X Council]

Date:

Signed by: …………………………………………….

Print name:

Position:

For and on behalf of [organisation name]

Date: