



HOLIDAY ACTIVITY AND FOOD GRANT 2021

Between

NOTTINGHAMSHIRE COUNTY COUNCIL

and

GEDLING BOROUGH COUNCIL

**DEPARTMENT FOR EDUCATION - HOLIDAY ACTIVITIES AND FOOD PROGRAMME
SUMMER 2021**

NOTTINGHAMSHIRE COUNTY COUNCIL
COUNTY HALL
WEST BRIDGFORD
NOTTINGHAM, NG2 7QP
LEGAL SERVICES REF: 041448

THIS DEED is dated ____ June 2021

PARTIES

- (1) **NOTTINGHAMSHIRE COUNTY COUNCIL**, whose principal address is at County Hall, West Bridgford, Nottingham, NG2 7QP (**Council**), and
- (2) **GEDLING BOROUGH COUNCIL** whose principal address is at Civic Centre, Arnot Hill Park, Arnold, Nottingham NG5 6LU (**Recipient**).

BACKGROUND

- (A) The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Programme.
- (B) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (C) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: The Programme will commence on 02 August 2021.

Data Protection Legislation: (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

DBS: the Disclosure and Barring Service established under the Protection of Freedoms Act 2012.

Delivery Partners: any third party the Recipient engages to assist with the delivery of the Programme. Such third party may include all types of organisations (for example charities, uniformed services and other third sector organisations, and holiday club providers) provided they can demonstrate the ability to deliver the Programme aims. Delivery Partners must comply with any sector regulations as issued by the Council or by relevant Sector bodies (for example: Ofsted regulations).

DfE: the Department for Education

DPA 2018: Data Protection Act 2018.

Employment Checks: the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks.

Grant: the sum of £66,251.75 to be paid to the Recipient in accordance with this Agreement.

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on 01 September 2021.

HAF: Holiday Activity and Food programme 2021.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

LED: Law Enforcement Directive (Directive (EU) 2016/680) as transposed into UK law by the DPA 2018.

Prohibited Act: means:

- (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;
- (b) entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or
 - (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- (d) defrauding or attempting to defraud or conspiring to defraud the Council.

Programme: the Programme described in Schedule 1.

Programme Aims: the provision of Holiday Activity and Food Programme to children in Nottinghamshire as more particularly described in Schedule 1, paragraph 1.

Programme Officer: the individual who has been nominated to represent the Council for the purposes of this Agreement.

Subsidy Regime: means the UK's international subsidy control commitments (including the rules in the EU/UK Trade Co-operation Agreement (which took effect from 1 January 2021 under s29 of the European Union (Future Relationship) Act 2020)).

UK GDPR: the General Data Protection Regulation (Regulation (EU) 2016/679).

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Programme and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The Recipient shall not make any significant change to the Programme without the Council's prior written agreement.
- 2.3 Where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding in its weekly monitoring report. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Programme or any related administration costs that the Council is funding under this Agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 13, the Council shall pay the Grant to the Recipient in accordance with Schedule 2, subject to the necessary funds being available when payment falls due and the organisation fulfilling the terms and conditions of this agreement. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds and the

extent to which the organisation has fulfilled the terms and conditions of this agreement (for example, satisfactory monitoring).

- 3.2 No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Programme.
- 3.3 The Council may, at its sole discretion, increase the amount of the Grant if there is an increase in demand for the HAF. However, the Recipient accepts that the Council is under no obligation to increase the Grant at any point during the Grant Period. Any increase to the Grant will be notified to the Recipient and the amounts in Schedule 2 will be amended accordingly.
- 3.4 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Programme.
- 3.5 The amount of the Grant may be reduced in the event of a consistent and significant shortfall in the delivery outputs (e.g. a significant shortfall in the number of hours delivered, in the number of service users/clients accessing the service), without good reason provided for the shortfall by the Recipient.
- 3.6 The Grant shall be paid into a bank account in the name of the Recipient which must be an ordinary community/charity/club/district council/ borough council/parish council/business bank account. The bank account must require two individual, unrelated people to authorise cheques and make withdrawals.
- 3.7 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary community/charity/club/parish council/business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.8 The Recipient shall 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 Recipient.

4. USE OF GRANT

- 4.1 The Grant shall be used by the Recipient for delivering the Programme as stated in Schedule 1.
- 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Programme (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be declared in the weekly monitoring report and in the final report , including a clear description of what that funding has been used for.
- 4.3 The Recipient shall not use the Grant to:
 - (a) make any payment to any council members of the Recipient;
 - (b) purchase buildings or land; or
 - (c) pay for any expenditure commitments of the Recipient entered into before the Commencement Date; or
 - (d) pay for activities that are not recognised in the Recipient's governing document; or
 - (e) pay for unspecified expenditure; or
 - (f) create general appeals or endowment funds; or
 - (g) pay for other capital costs (e.g. spending on assets that will last for many years, such as vehicles, plant, machinery or equipment) except as expressly permitted in paragraph 4.1.9 of Schedule 1; or
 - (h) pay for capital building maintenance (e.g. building repairs); or
 - (i) pay for Programmes/services that are not delivered within the Nottinghamshire County geographical boundary; or
 - (j) pay for Programmes/services that do not primarily benefit Nottinghamshire County residents; or

- (k) pay for activities that are for the sole purpose of promoting political or religious views; or
 - (l) pay for office/IT equipment, including PCs, laptops and associated periphery equipment such as keyboards, printers, laminators etc.; or
 - (m) pay for organisational overheads or running costs which the Recipient would incur whether the Programme was running or not; or
 - (n) build up a reserve or surplus; or
 - (o) repay loans/debts.
- 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Programme after the Grant Period unless this has been approved in advance in writing by the Council.
- 4.5 Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council within 1 month of the end of the Grant Period.
- 4.6 The Recipient must adhere to, and must ensure that any Delivery Partner adheres to, the safeguarding provisions in clause 5.
- 4.7 Any liabilities arising at the end of the Programme including any redundancy liabilities for staff employed by the Recipient or the Delivery Partners to deliver the Programme must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.

5. SAFEGUARDING

- 5.1 At all times, the Recipient shall ensure that:
- (a) each of the Recipient's personnel is suitably qualified, adequately trained and capable of providing the applicable Programme in respect of which they are engaged;
 - (b) each of the Delivery Partners' personnel is suitably qualified, adequately trained and capable of providing the applicable Programme in respect of which they are engaged;
 - (c) there is an adequate number of personnel to provide the Programme properly; and
 - (d) only those people who are authorised by the Recipient (under the authorisation procedure to be agreed between the parties) are involved in providing the Programme.
- 5.2 Before the Recipient or a Delivery Partner engages or employs any person in the provision of the Programme, or in any activity related to, or connected with, the Programme, the Recipient must ensure that the Delivery Partner must without limitation, complete:
- (a) the Employment Checks where a person is engaged as an employee; and
 - (b) such other checks as required by the DBS.
- 5.3 The Recipient shall at all times comply with its obligations pursuant to Law relating to employment.
- 5.4 The Recipient shall:
- (a) Have a procedure for dealing with allegations or suspicions of improper conduct;
 - (b) Maintain a proactive approach to prevent improper conduct;
 - (c) Have robust systems in place so that Delivery Partner personnel are familiar with and follow all policies and guidance in relation to safeguarding children;
 - (d) Address issues around bullying and have in place an anti-bullying policy which should be linked to their safeguarding procedures as appropriate. It is expected that Delivery Partners personnel will be made aware of this policy and that relevant training will be given to Delivery Partners personnel.
- 5.5 Where appropriate, Delivery Partners must also be compliant with Ofsted requirements for working with children.
- 5.6 The Recipient must ensure that their local safeguarding partners understand the HAF Programme and Delivery Partners are familiar with the DfE working together to safeguard children guidance.

6. ACCOUNTS AND RECORDS

- 6.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 6.2 The Recipient shall, and shall ensure that each Delivery Partner shall, keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six years following receipt of any Grant monies to which they relate. The Council and/or the DfE shall have the right to review, at the Council's or the DfE's (as applicable) reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 6.3 The Recipient shall comply with the relevant, statutory accounting and annual report requirements.
- 6.4 If or, as and when requested by the Council or the DfE, the Recipient shall provide the Council and/or the DfE (as applicable) with a copy of its annual accounts in respect of each year in which the Grant is paid.
- 6.5 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

7. MONITORING AND REPORTING

- 7.1 The Recipient shall closely monitor the delivery of the Programme throughout the Grant Period to ensure that the aims and objectives of the Programme are being met and that this Agreement is being adhered to.
- 7.2 The Grant will be monitored in accordance with Schedules 1 & 2.

8. ACKNOWLEDGMENT, PUBLICITY AND ENGAGEMENT

- 8.1 As further detailed in clause 8.2 below the Recipient shall acknowledge the Grant (and the DfE as the source of the Grant and the Council as a partner in the delivery of the Grant) in all of its written materials relating to the Council grant including but not limited to its annual report and accounts, press releases, letters, building signage, event invitations and social media.
- 8.2 The Recipient shall acknowledge the support of the DfE and the Council in any materials that refer to the Programme and in any written or spoken public presentations about the Programme. Such acknowledgements (where appropriate or as requested by the DfE or the Council) shall include the DfE's and/or the Council's name and logo (or any future name or logo adopted by the DfE or the Council) using the templates provided by the DfE and/or the Council from time to time. The Recipient shall ensure all proposed materials meet the DfE's and/or the Council's appropriate guidelines, the DfE's and/or the Council's Communications and Marketing team should be notified of any proposed building signage, photo calls, Programme openings and/or relevant promotional events at least four weeks prior to review the arrangements. Consideration should also be given for a DfE representative or a Council representative and elected County Councillor(s) to attend on the day of the event, where available.
- 8.3 In using the DfE's and/or Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the DfE and/or the Council from time to time.
- 8.4 The Recipient agrees that any publicity/press releases concerning the Programme should be arranged in partnership with the DfE's and/or Council's Communications and Marketing team who will ensure that the publicity/press release is in line with the DfE's and/or Council's requirements and to support the distribution of publicity/press releases to the media. The contact information for the teams are:

DfE	Council
HAF@mottmac.com HAF.PROGRAMME@education.gov.uk	0115 977 2624 communications@nottscc.gov.uk

- 8.5 The Recipient agrees to participate in and co-operate with promotional activities and/or events relating to the Programme and/or the DfE's and/or the Council's strategic aims that may be

instigated and/or organised by the DfE and/or the Council. Events may include meetings, briefings, workshops, conferences etc, with the aim of engaging, networking and sharing best practice.

- 8.6 The Council may acknowledge the Recipient's involvement in the Programme as appropriate without prior notice.
- 8.7 The Recipient shall comply with all reasonable requests from the DfE and/or the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the DfE and/or the Council in their monitoring, promotional and fundraising activities relating to the Programme.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 The Council and the Recipient agree that all rights, title and interest in or to any information (including data, documents and procedures), Know-How and any other Intellectual Property Rights whatsoever owned by either the Council, the DfE or the Recipient before the Commencement Date or developed by either the Council, the DfE or the Recipient during the Grant Period, shall remain the property of that organisation.
- 9.2 Where the Council and/or the DfE have provided the Recipient with any of their Intellectual Property Rights (including their name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Council and/or the DfE (as applicable).

10. CONFIDENTIALITY

- 10.1 Subject to clause 11 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose it to any person save to the extent necessary to perform its obligations or as expressly authorised in writing by the other party.
- 10.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
- (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party; or
 - (b) is already known to the receiving party (as evidenced by written records at the time of its disclosure by the disclosing party) and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose it to the receiving party.

11. FREEDOM OF INFORMATION

- 11.1 The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 11.2 The Recipient shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Council all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt; and
 - (c) provide the Council with a copy of all information belonging to the Council requested which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information.
- 11.3 The Recipient acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Recipient. The Council shall take reasonable steps to notify the Recipient of a request for information (in accordance with any

applicable codes) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

12. DATA PROTECTION

12.1 In the event that the Recipient is processing Personal Data (not being Council controlled Personal Data) in relation to any Programme funded by the Grant the Recipient shall ensure that it complies with its obligations under relevant Data Processing Legislation.

13. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

13.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

- (a) the Recipient uses the Grant for purposes other than those for which they have been awarded;
- (b) the delivery of the Programme does not start in the week commencing 2 August 2021 and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
- (c) the funding exceeds Subsidy Regime limits to the extent that any funding paid should not have been paid, or if a decision of the Supreme Court requires payment to be withheld or recovered;
- (d) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Programme;
- (e) the Recipient is, in the reasonable opinion of the Council, delivering the Programme in a negligent manner;
- (f) the Recipient obtains duplicate funding from a third party for the Programme;
- (g) the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Programme or the Council into disrepute;
- (h) the Recipient provides the Council with any materially misleading or inaccurate information;
- (i) the Recipient commits or committed a Prohibited Act;
- (j) any council member of the Recipient, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Programme or (b) taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute;
- (k) the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- (l) the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- (m) the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 2 weeks of receiving written notice detailing the failure.

13.2 The Council may retain or set off any sums owed to it by the Recipient which have fallen due and payable against any sums due to the Recipient under this agreement or any other agreement pursuant to which the Recipient provides goods or services to the Council.

13.3 The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, or otherwise.

- 13.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Programme or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Grant monies.

14. ANTI-DISCRIMINATION

- 14.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment, and service delivery (including voluntary roles).
- 14.2 The Recipient shall take all reasonable steps to secure the observance of clause 14.1 by all employees, volunteers or agents of the Recipient and all suppliers and sub-contractors engaged on the Programme.

15. HUMAN RIGHTS

- 15.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 15.2 The Recipient shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

16. LIMITATION OF LIABILITY

- 16.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Programme, the use of the Grant or from withdrawal of the Grant. The Recipient 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 the actions and/or omissions of the Recipient in relation to the Programme, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 16.2 Subject to clause 16.1, the Council's liability under this Agreement is limited to the payment of the Grant.

17. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Programme (assuming due receipt of the Grant);
- (b) it has not committed, nor shall it commit, any Prohibited Act;
- (c) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (d) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Programme;
- (e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (f) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- (g) all financial and other information concerning the Recipient which has been disclosed to the Council is to the best of its knowledge and belief, true and accurate;
- (h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;

- (i) it is not aware of anything in its own affairs, which it has not disclosed to the Council or any of the Council's advisers, which might reasonably have influenced the decision of the Council to make the Grant on the terms contained in this Agreement; and
- (j) since the date of its last accounts there has been no material change in its financial position or prospects.

18. SUBSIDY REGIME

All grant funding is subject to Subsidy Regime rules and the Recipient will need to confirm that their Programme is compliant with Subsidy Regime rules as the Council accepts no liability with regard to this.

19. INSURANCE

- 19.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. **NOTE** it is the Recipient's responsibility to take professional advice to ensure that the adequate types and levels of insurance are held.
- 19.2 The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

20. DURATION

- 20.1 Except where otherwise specified, the terms of this Agreement shall apply from the Commencement Date for the Grant Period.
- 20.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

21. TERMINATION

- 21.1 The Council may terminate this Agreement and any Grant payments on giving the Recipient 2 weeks written notice should it be required to do so by financial restraints.
- 21.2 The Council may terminate this Agreement and any Grant payments in accordance with the rights set out in this Agreement.

22. ASSIGNMENT

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Programme, transfer or pay to any other person any part of the Grant.

23. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

24. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if emailed, personally delivered, or mailed to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or e-mailed it shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day, and if e-mailed have had a delivery receipt) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

25. DISPUTE RESOLUTION

- 25.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the individual nominated by the Council.
- 25.2 Should the complaint or dispute remain unresolved within 5 working days of the matter first being referred to the nominated individual, either party may refer the matter to the Team Manager of the Young Peoples Services who will attempt to resolve the dispute by agreement within 10 working days, or other time frame that may be mutually agreed by the Council and the Recipient.
- 25.3 Having observed clause 25.2, should the complaint or dispute remain unresolved, the Recipient may refer the matter in writing to the Council's Corporate Complaints team at County Hall or by contacting the Council's Customer Service Centre on 0300 500 80 80. The complaint will then be dealt with in line with the Council's complaints process which is published on the Council's website: <http://www.nottinghamshire.gov.uk/contact-and-complaints/complaints/complaints-process>.
- 25.4 If the complaint/dispute is raised against the Recipient and, having observed clause 25.2, the matter is not resolved the Council may raise the issue with the senior manager/director and/or the Chair of the Recipient (or other nominated trustee), with a view to resolving the matter.
- 25.5 In the absence of agreement under the above clauses the parties may seek to resolve the matter through mediation under the CEDR (Centre for Effective Dispute Resolution) Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

26. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

27. JOINT AND SEVERAL LIABILITY

Where the Recipient is not a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

28. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

29. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same Agreement.

30. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts. This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1: The Programme

The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the following Programme (service / activities):

Recipient: Gedling Borough Council
Programme: Holiday Activity and Food Programme (Summer 2021)
Grant Amount: £66,251.75
1. Summary of the Programme/service: <p>School holidays can be particular pressure points for some families because of increased costs (such as food and childcare) and reduced incomes. For some children that can lead to a holiday experience gap, with children from disadvantaged families:</p> <ul style="list-style-type: none">• less likely to access organised out-of-school activities;• more likely to experience 'unhealthy holidays' in terms of nutrition and physical health;• more likely to experience social isolation. <p>Local authorities are asked to ensure that the offer of free holiday club provision is available for all children eligible for and in receipt of free school meals in their area. This does not mean they are all required to attend as the provision is voluntary.</p> <p>As a result of this programme, the Council wants children who attend this provision to:</p> <ul style="list-style-type: none">a) eat more healthily over the school holidays;b) be more active during the school holidays;c) take part in engaging and enriching activities which support the development of resilience, character and wellbeing along with their wider educational attainment;d) be safe and not to be socially isolated;e) have a greater knowledge of health and nutrition;f) be more engaged with school and other local services; <p>The Council also wants to ensure that the families who participate in this programme:</p> <ul style="list-style-type: none">a) develop their understanding of nutrition and food budgeting;b) are signposted towards other information and support, for example, health, employment and education.
2. Target group(s): <p>Children and young people aged from 5 to 16 who are in receipt of benefits-related free school meals.</p>
3. Frequency of delivery: <p>Children and young people must have access to HAF provision for 4 hours a day, 4 days of the week, for 4 weeks of the Summer holiday.</p>
4. Other terms & conditions of funding

4.1. Financial terms and conditions of funding:

- 4.1.1. The Recipient shall, and will ensure that each Delivery Partner shall, maintain a record of all expenditure from the grant and these records must be made available for inspection by the Council and/or the DfE if requested;
- 4.1.2. The Recipient will be required to support the Council's financial reporting and evaluation following Summer delivery, using provided templates, within one month of the end of the funded activity;
- 4.1.3. The Recipient must submit details of additional funding received if requested to do so by the Council;
- 4.1.4. Payment of this grant by the Council does not constitute any guarantee or commitment to provide further funding in addition to the Grant;
- 4.1.5. The DfE must be acknowledged as a funder and the Council must be recognised as a partner as part of all publicity about the Programme, including any written or spoken public presentations;
- 4.1.6. If any of the conditions specified within this grant agreement are not fulfilled by the Recipient, the Council may withhold up to 20% of the grant (due to be paid in accordance with paragraph 6, Schedule 2) and may also require all or part of the grant to be repaid;
- 4.1.7. Any unspent Grant monies must be repaid to the Council, within one month of the end of the Grant Period;
- 4.1.8. The Recipient must not spend more than 10% of the total funding allocated on the costs associated with running the programme (including management and administration). The remaining 90% should be used to fund places for children eligible for and in receipt of free school meals.
- 4.1.9. The Recipient must not spend more than 2% of overall programme expenditure on capital expenditure, this is classed as:
 - 4.1.9.1. individual assets worth over £2,500;
 - 4.1.9.2. grouped assets, that is assets of a similar nature that are purchased at the same time, which cost £2,500 or more overall;
 - 4.1.9.3. bulked assets, for example, a bulk purchase of equipment where the value of the individual item is below the set value, which cost £2,500 or more overall,any equipment that does not meet these criteria, will not be classed as capital expenditure or be subject to the 2% cap.
- 4.1.10. Funding provided by the Council under this agreement to local authorities or providers cannot be used to support:
 - 4.1.10.1. Activities where making profit is a primary aim;
 - 4.1.10.2. Statutory organisations or private businesses;
 - 4.1.10.3. Activities where the primary purpose is to promote religious beliefs, or where people are excluded on religious grounds;
 - 4.1.10.4. Political groups or groups promoting political activities;
 - 4.1.10.5. Deficit or retrospective costs (in other words, costs you owed or promised to pay before your application was approved);
 - 4.1.10.6. Grant making bodies applying for funding to redistribute to individuals or groups;
 - 4.1.10.7. Charitable or fund-raising activities;
 - 4.1.10.8. Costs associated with foreign travel.

4.2. Delivery Partners

4.2.1. The Council encourages the Recipient to network, work in partnership and support the Delivery Partners for the benefit of service users and to reduce duplication and minimise costs, wherever possible and practicable;

4.2.2. It is the responsibility of the Recipient to ensure that:

4.2.2.1. All Delivery Partners must be able to demonstrate that:

- the bid is for work delivered to children in Nottinghamshire;
- the whole bid is made on a not for profit basis;
- the bid will directly impact children eligible for and claiming free school meals.

4.2.2.2. all Delivery Partners maintain a properly constituted management committee or equivalent. This management committee must meet regularly and ensure that these meetings are adequately publicised;

4.2.2.3. all Delivery Partners take reasonable steps to ensure that effective safeguarding and equal opportunities practice is followed in relation to their management, volunteers, service delivery and employment practices;

4.2.2.4. All Delivery Partners must undertake suitable and sufficient risk assessment for their Programme, seeking professional guidance where appropriate from a competent person;

4.3. Minimum standards of Provision

The Recipient must ensure the Delivery Partners meet the minimum standard for delivery:

4.3.1. Food - the Delivery Partners must provide at least one meal a day (breakfast, lunch or tea) and all food provided at the holiday club (including snacks) must meet school food standards. Our expectation is that the majority of food served by Delivery Providers will be hot. However, we acknowledge that there will be occasions when this is not possible and a cold alternative may be used. All food provided as part of the programme must:

- a. comply with regulations on food preparation:
- b. take into account allergies and dietary requirements (see the allergy guidance for schools);
- c. take into account any religious or cultural requirements for food.

4.3.2. Enriching activities - Holiday clubs must provide fun and enriching activities that provide children with opportunities to:

- a. develop new skills or knowledge;
- b. consolidate existing skills and knowledge;
- c. try out new experiences.

This could include:

- a. physical activities, for example, football, table tennis or cricket;
- b. creative activities, for example, putting on a play, junk modelling or drumming workshops;
- c. experiences, for example, a nature walk or visiting a city farm.

4.3.3. Physical activities - Holiday clubs must provide activities that meet the physical activity guidelines on a daily basis.

4.3.4. Nutritional education - Delivery Partners must include an element of nutritional education each day aimed at improving the knowledge and awareness of healthy eating for children. These do not need to be formal learning activities and could for example include activities such as:

- a. getting children involved in food preparation and cooking;
- b. growing fruit and vegetables;
- c. taste tests.

4.3.5. Food education for families and carers - Delivery Partners must include at least weekly training and advice sessions for parents, carers or other family members. These should provide advice on how to source, prepare and cook nutritious and low-cost food.

4.3.6. Signposting and referrals - Holiday clubs run by Delivery Partners must be able to provide information, signposting or referrals to other services and support that would benefit the children who attend their provision and their families. This could include sessions provided by:

- a. Citizen's Advice;
- b. school nurses, dentists or other healthcare practitioners;
- c. family support services or children's services;
- d. housing support officers;
- e. Jobcentre Plus;
- f. organisations providing financial education.

4.3.7. Policies and procedures - all Delivery Partners must be able to demonstrate and explain the safeguarding procedures and checks that they have in place for the holiday activities and food programme. They must have relevant and appropriate policies and procedures for:

- a. safeguarding, including the recruitment of staff and volunteers;
- b. health and safety;
- c. relevant insurance policies;
- d. accessibility and inclusiveness.
- e. Where appropriate, holiday clubs must also be compliant with the Ofsted requirements for working with children.

4.4. Evaluation and reporting - Terms and conditions of funding

4.4.1. The Recipient must ensure that delivery partners are meeting minimum standards of the Programme delivery via a quality assurance framework and planned visits to some or all Delivery Partners. Quality assurance may also be provided by the Council;

4.4.2. The Recipient will be required to submit management data to the Council during delivery (on a weekly basis) and at the end of Summer delivery in accordance with paragraphs 4 and 5 of Schedule 2. This management data may include:

- a. How many HAF sessions (4 hour activity slots) have been delivered;
 - b. How many different children or young people in total were supported over the Summer 2021 holidays through face-to-face attendance:
 - c. On average, how many days did participating children or young people attend the holiday club provision:
 - d. Of the children or young people who participated in face-to-face holiday clubs, how many were Primary school age:
 - e. Of the children or young people who participated in face-to-face holiday clubs, how many were Secondary school age:
 - f. How many children or young people did you deliver to with additional/special educational needs and disabilities:
 - g. How many children or young people did you deliver to from each of Nottinghamshire's seven Districts and Boroughs;
- 4.4.3. Further management data may be required by the DfE and will be communicated to the Recipient at the earliest possible date;
- 4.4.4. An evaluation will be undertaken this year to evaluate the impact the national programme has had and will focus on delivery across the summer. This will be undertaken by a national provider selected by the DfE, following a tendering process. All local authorities must cooperate with the evaluation of the holiday activities and food programme;

Schedule 2: Monitoring Requirements & Payment Schedule 2021

Why we monitor

Monitoring provides evidence to show how the Grant is being used and the benefits it is bringing to local communities. Monitoring should also help groups to:

- ✓ Collect and share valuable information about how service users / clients benefit from the Programme/service
- ✓ Identify what's working well
- ✓ Review the challenges and plan actions for addressing them
- ✓ Identify where further support may benefit the organisations and options for accessing the support.

Types of monitoring

Below is a summary of the types of monitoring used by the Council:

- 1. Conditions of funding information:** This information (e.g. a copy of your insurance as per paragraph 17 of this Agreement and any other information as requested by the Council), is required in order to start the HAF agreement and make the first payment, as outlined in the pre-agreement letter.
- 2. Start of Agreement Monitoring Check:** A Nottinghamshire County Council Programme Officer will contact the organisation, in order to:
 - Introduce themselves.
 - Ask if the organisation has any questions about the agreement.
 - Confirm the payment schedule and status (e.g. has the organisation received their first payment?).
 - Discuss how the Programme is progressing (at least some activity must have started on all revenue Programmes by 6 August 2021).
 - Check that the organisation is clear about the monitoring arrangements.
 - Arrange the first monitoring visit. Please see the paragraph regarding monitoring visits below.
 - Discuss any other matters as appropriate / relevant to the HAF Programme.
- 3. Monitoring visits:** Monitoring visits provide an opportunity to:
 - See and discuss the successes and challenges of your Programme / service first hand.
 - Discuss other support that may be beneficial to the Programme / organisation.
 - Review how the Programme / service is operating in line with the HAF Programme.

4. **Weekly Monitoring Report (WMR):** the Recipient will be required to complete their WMR in the format included at Appendix 1 and submit it to the Council by the end of each week in the Grant Period.
5. **Final Report (FR):** the Recipient will be required to complete their FR in the format included at Appendix 1 and submit it to the Council within 3 weeks of the end of the Grant Period
6. **The following table is an outline of the payment schedule for the Programme.**

HAF Monitoring Payment Schedule

Total Grant	Initial Payment		Post Delivery	
	Payment Date	Amount	Payment Date	Amount
£66,251.75	[DATE]	£53,001.40	The date on which the Council confirms receipt of the Recipient's completed Final Report.	£13,250.35

Appendix 1 –Monitoring Report Templates

Weekly Monitoring Report

Part 1. Attendance of HAF		
<p>a. How many HAF sessions were delivered:</p> <p>- A HAF Session is a delivery of 4 hours activity and food to an individual; - If Child A attends 3 days of provision (totalling 12 hours) you have delivered 3 sessions; - If Child A attends 3 days of provision, Child B attends 1 day of provision and Child C attends 4 days of provision (totalling 32 hours) you have delivered 8 sessions;</p> <p>A session can only be counted if a child or young person were delivered to. e.g. places provided by a provider, but not attended by a child or young person cannot be counted as a session.</p>		
	Mainstream	SEND/additional needs
Week 1 (Week commencing Monday 2 nd August)	0	0
Week 2 (Week commencing Monday 9 th August)	0	0
Week 3 (Week commencing Monday 16 th August)	0	0
Week 4 (Week commencing Monday 23 rd August)	0	0
Total HAF sessions delivered:	0	0

Final Report

Part 1. Attendance of HAF		
<p>a. How many HAF sessions were delivered:</p> <p>- A HAF Session is a delivery of 4 hours activity and food to an individual; - If Child A attends 3 days of provision (totalling 12 hours) you have delivered 3 sessions; - If Child A attends 3 days of provision, Child B attends 1 day of provision and Child C attends 4 days of provision (totalling 32 hours) you have delivered 8 sessions;</p> <p>A session can only be counted if a child or young person were delivered to. e.g. places provided by a provider, but not attended by a child or young person cannot be counted as a session.</p>		
	Mainstream	SEND/additional needs
Week 1 (Week commencing Monday 2 nd August)	0	0
Week 2 (Week commencing Monday 9 th August)	0	0
Week 3 (Week commencing Monday 16 th August)	0	0
Week 4 (Week commencing Monday 23 rd August)	0	0
Total HAF sessions delivered:	0	0
b. How many <i>different</i> children or young people in total were supported over the Summer 2021 holidays through face-to-		0
c. On average, how many days did participating children or young people attend the holiday club provision:		0
d. Of the children or young people who participated in face-to-face holiday clubs, how many were Primary school age:		0
e. Of the children or young people who participated in face-to-face holiday clubs, how many were Secondary school age:		0
f. How many children or young people did you deliver to with additional/special educational needs and disabilities:		0
g. How many <i>different</i> children or young people did you deliver to from each District/Borough:	Ashfield	0
	Bassetlaw	0
	Broxtowe	0
	Gedling	0
	Mansfield	0
	Newark & Sherwood	0
	Rushcliffe	0
	Other Local Authority	0
	Total:	0

Part 2. Financial Returns	
a. Face-to-face holiday club provision, including:	£ -
Provider costs	£ -
Holiday club staff	£ -
Venue cost	£ -
Activity costs	£ -
Meal costs	£ -
Other costs directly associated with the provision of free holiday club places directly funded through the HAF programme	£ -
Total face-to-face holiday club provision cost:	
b. Cost of booking facilities for holiday club places or deliveries/collection	£ -
c. Cost of support for health and wellbeing	£ -
d. Cost of signposting to other services	£ -
e. Cost of nutritional advice/information	£ -
f. Cost of publicising the scheme to eligible families and other communications	£ -
g. Cost of capital expenditure (e.g., catering or sports equipment for clubs)	£ -
h. Cost of management and administration of the programme	£ -

Schedule 3: Contact details

For the Council:

For all queries relating to this Agreement and the Holiday Activity and Food Programme, please contact the Young Peoples Service Team:	«Alexander Chalkley» «alexander.chalkley@nottsc.gov.uk» +441159773101
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For the Recipient:

Recipient contact person for Programme/service specific enquiries:	«Primary_Contact_First_Name» «Primary_Contact_Last_Name» «Primary_Contact_Email» «Primary_Contact_Telephone_1» <i>(Note that the Council may also contact the secondary and / or trustee contact as and when required. The organisation should ensure that the Council is notified as soon as possible with regards to changes in the organisation contacts)</i>
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Executed as a deed by affixing the common seal of NOTTINGHAMSHIRE COUNTY COUNCIL in the presence of

Authorised signatory:

Print Name: _____

Position: _____

Date: _____

Executed as a deed by affixing the common seal of GEDLING BOROUGH COUNCIL in the presence of

Authorised signatory:

Print Name: _____

Position: _____

Date: _____

Authorised signatory:

Print Name: _____

Position: _____

Date: _____