



- (1) **ROYAL BOROUGH OF GREENWICH**
- (2) **Provider name**

AGREEMENT relating to

AN APPROVED PROVIDER LIST FOR
HOLIDAY ACTIVITIES AND FOOD
PROGRAMME 2023.

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BETWEEN

- (1) **ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street, London SE18 6PW (the "**Council**"); and
- (2) **Provider name** (Company Registration No: **xxx**) whose registered office is at **address** the ("**Provider**").

BACKGROUND

- (A) The Council placed a notice seeking expressions of interest from potential providers for appointment to an Approved Provider List for the delivery of Projects supporting the Holiday Activities Fund Programme.
- (B) On the basis of the Provider's Response and in reliance upon the skill, knowledge and experience of the Provider meeting the Council's Requirements, the Council has appointed the Provider to the Approved Provider List which will mean that the Provider is entitled to be awarded a Grant to deliver a Project if requested to do so by the Council under the Call-Off process set out in this Agreement and the Council's Requirements.
- (C) The Agreement sets out the terms and conditions for the Provider being appointed to the Approved Provider List and those which will apply to any Grant awarded to deliver a Project if requested to do so by the Council following a Call-Off process.
- (D) The Provider agrees to and accepts the appointment to the Approved Provider List in accordance with the terms and conditions of this Agreement.

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Agreement unless the context otherwise requires the definitions set out below shall apply.

Administrator	the Council officer responsible for the monitoring and management of this Agreement whose details are set out in Schedule 4, or such other person as the Council may otherwise advise in writing;
Agreement	this agreement, its terms and conditions, schedules and any other document attached in relation to the Approved Provider List;
Approved Provider List	the list of approved providers including the Provider, following a provider's successful response to their application to be placed on this list;
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;
Call-Off process	the process by which the Council awards the Provider a Grant to deliver any Project as specified in the Council's Requirements;
Commencement Date	20 th June 2023
Commercially Sensitive Information	the information listed in Schedule 5 comprising the information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business or which the Provider has indicated to the Council that, if disclosed by the Council, would cause the Provider significant commercial disadvantage or material financial loss;
Confidential Information	all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that

party's representatives in connection with this Agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, service providers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this Agreement;
- (c) Personal Data; and
- (d) any Commercially Sensitive Information;

Council's Requirements

The requirements for the Provider to be on the Approved Provider List as set out in Schedule 1;

Data Controller

the same meaning as set out in the UK Data Protection Legislation;

Data Processors

the same meaning as set out in the UK Data Protection Legislation;

Data Subject

the same meaning as set out in the UK Data Protection Legislation;

Expiry Date

the date of expiry or termination of the Agreement;

Force Majeure Event

any cause materially affecting the performance or delivery of the Project under the Agreement arising from any act, events, omissions, happenings or non-happenings beyond the parties reasonable control including, without limitation, acts of God, war, riot, fire, flood or

	any disaster affecting either of the parties but will not mean any labour dispute between the Provider and the Provider's employees, agents or sub-contractors;
Good Industry Practice	standards, practices, methods and procedures conforming to the Laws and with all due skill and care, diligence, prudence and foresight which would be expected from a skilled and appropriately experienced, qualified and trained person or body engaged in a similar type of undertaking under the same or similar circumstances;
Grant	the sum of money awarded to the Provider to deliver a Project following a Call-Off process;
HAF Programme	The Holiday Activities and Food (HAF) programme as described at https://www.gov.uk/government/publications/holiday-activities-and-food-programme/holiday-activities-and-food-programme-2021
Initial Term	the period of three years commencing on the Commencement Date;
Invitation	the Council's advertisement to be appointed on the Approved Provider List in order to deliver a Project funded by a Grant;
Laws	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body which the Provider is bound to comply with;

Personal Data

the same meaning as set out in the UK Data Protection Legislation;

Prohibited Act

- (a) offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:
 - (i) for 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 agreement with the Council; or
 - (ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;
- (b) committing any offence:
 - (i) under the Bribery Act and or the UK Data Protection Legislation; or
 - (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 agreement with the Council; or
 - (iv) defrauding or attempting to defraud or conspiring to defraud the Council;
 - (v) any action that may reasonably be considered to be to the detriment of the Council and or its end user's or attendees' welfare, either by positive action or by omission.

	Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure;
Project	Any Project delivered by a Provider which is funded by a Grant awarded following the Call-Off process;
Provider Response	the Provider's response to the Invitation to join the Approved Provider List;
Provider's Representative	the representative appointed by the Provider in relation to this Agreement, whose details are set out in Schedule 4, or such other person as the Provider may otherwise advise in writing;
Regulated Activity	in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Regulated Activity: Groups Act 2006;
Safety Legislation	the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has

	direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Project and the health and safety of the users of such equipment;
Schedules	the schedules attached to this Agreement unless expressly stated otherwise;
Staff	all persons employed by the Provider to perform its obligations under the Agreement together with the Provider's servants, agents, supplier and sub-contractors used in the performance of its obligations for the Project. References to in this Agreement includes where appropriate volunteers providing these Services;
Term	the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (c) any extensions to this Agreement which are agreed pursuant to clause 2; or (d) the earlier termination of this Agreement in accordance with its terms;
UK Data Protection Legislation	any data protection legislation from time to time in force in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or any successor legislation including all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic

	communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party and all applicable data protection and privacy legislation in force from time to time in the UK;
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 as amended;
Working Day	Monday to Friday, excluding public holidays in England and Wales.

- 1.2. The interpretation and construction of the Agreement shall be subject to the following provisions:
- 1.2.1. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - 1.2.2. words importing the masculine include the feminine and neuter;
 - 1.2.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4. reference to a schedule is a reference to a schedule to this Agreement unless stated otherwise;
 - 1.2.5. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - 1.2.6. references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

- 1.2.7. the words "include", "included", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.2.8. headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement; and
- 1.2.9. in cases of conflict the following order of precedence shall apply:
 - 1.2.9.1. the clauses of this Agreement;
 - 1.2.9.2. Schedule 1;
 - 1.2.9.3. Schedule 2;
 - 1.2.9.4. Schedule 3 and Schedule 4; and
 - 1.2.9.5. Any other Schedule.

2. TERM

- 2.1. This Agreement shall take effect on the Commencement Date and shall continue for the Term, subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement.
- 2.2. The Council may extend this Agreement beyond the Initial Term for up to Two years (the "Extended Period") if both parties agree in writing to such an extension or extensions. The same terms and conditions as those contained within this Agreement shall apply to any Extended Period.
- 2.3. If the Council does not wish to extend this Agreement beyond the Initial Term this Agreement shall terminate on the expiry of the Initial Term.

3. DUE DILIGENCE, PROVIDER'S WARRANTY AND THE SERVICE STANDARD

- 3.1. The Provider acknowledges and confirms that:

- 3.1.1. the Council has delivered or made available to the Provider all of the information and documents that the Provider considers necessary or relevant for the performance of its obligations under this Agreement;
 - 3.1.2. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to clause 3.1.1.
 - 3.1.3. it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement; and
 - 3.1.4. it has entered into this Agreement in reliance on its own due diligence.
- 3.2. Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3. The Provider:
 - 3.3.1. warrants and represents that all information and statements made by the Provider as a part of the procurement process, including without limitation the Provider's tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement; and
 - 3.3.2. shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and

adversely affects its ability to perform the Project or meet any performance target or KPIs.

- 3.4. The Provider shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Provider in accordance with clause 3.3.2, save where such additional costs or adverse effect on performance have been caused by the Provider having been provided with fundamentally misleading information by or on behalf of the Council and the Provider could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Provider shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the clause 31 - Variation.
- 3.5. Nothing in these clauses 3.1, 3.2, 3.3 and 3.4 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.
- 3.6. In delivering the Project, the Provider shall ensure, throughout the Term of this Agreement, that it:
 - 3.6.1. complies with the terms of this Agreement and the delivery of each Project in accordance with the requirements set out in Schedules attached in all material respects ensuring that, except with the written consent of the Council, the Project are carried out exclusively by the persons named in the Provider's Response;
 - 3.6.2. operates in accordance with Good Industry Practice and in compliance and conformance with all applicable Laws;
 - 3.6.3. notifies the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Project;

- 3.6.4. co-operates with the Council in all matters relating to the Project;
 - 3.6.5. co-operates, and procures that its Staff co-operates, with the Council in carrying out any performance monitoring, at no additional charge to the Council; and
 - 3.6.6. uses its best endeavours to promote the interests of the Council.
 - 3.6.7. Is skilled to deliver high quality, personalised care and flexibility, supporting individuals to develop their social, emotional, communication and independent living skills
- 3.7. The Council shall provide, in a timely manner, such information as the Provider may reasonably require, and ensure that it is accurate in all material respects.
- 3.8. The Provider confirms that it is aware of the requirements for the HAF Programme.
- 3.9. The Provider shall apply all reasonable endeavours to meet the Framework of Standards as described in the Project for the HAF Programme. Where the Provider is unable to do so, it must inform the Council and request assistance in meeting the Framework of Standards.
- 3.10. The Provider confirms it is registered with Ofsted or, at the very least, in the process of obtaining Ofsted registration at the date of entering this Agreement unless they cannot or do not have to register or exempt. If the Provider fails to maintain or obtain Ofsted registration, they will be immediately removed from the Approved Provider List and this Agreement will be terminated on immediate notice.

4. APPROVED PROVIDER LIST AND CALL OFF

- 4.1. This Agreement governs the overall relationship of the Parties in relation to the Approved Provider List and the award of Grants to Providers deliver any Project.

- 4.2. The Provider acknowledges that, in entering this Agreement, no form of exclusivity or volume guarantee has been granted by the Council for the delivery of a Project and that the Council is at all times entitled to enter into other contracts and arrangements with other Providers or providers for the provision of any or all services which are the same as or similar to the Project.
- 4.3. The Approved Provider List shall remain open throughout the Term for other providers to be appointed on it by the Council at such intervals as the Council determines.
- 4.4. The Provider acknowledges that the Provider is one of many providers appointed to provide Projects via a Call-Off.
- 4.5. The Provider agrees that a condition of being on the Approved Provider List, is that it will comply with all the terms and conditions of this Agreement and the Grant Agreement if awarded a Grant to deliver a Project.
- 4.6. The Provider confirms that it continues to comply with the Council's Requirements as a condition to remain on the Approved Provider List.
- 4.7. Where the Provider fails to meet the Council's Requirements for the Approved Provider List, the Council reserves the right in its absolute discretion to remove the Provider from the Approved Provider List and terminate this Agreement on immediate written notice to the Provider.
- 4.8. The Approved Provider List will be regularly updated and communicated to all providers appointed on the Approved Provider List.
- 4.9. Each Call-Off process shall be subject to
 - 4.9.1. Paragraph 6 of the Council's Requirements:
 - 4.9.2. The terms and conditions of the Grant Agreement set out in Schedule 2;
- 4.10. The Council shall make, in its absolute discretion a final determination on the amount of Grant for each Call-Off which the Provider must not dispute or contest.

- 4.11. For avoidance of doubt, all Call-Offs are dependent on the Council being a recipient of the Department of Education (DfE) funding for the HAF Programme during the Term.
- 4.12. The Provider may agree to deliver one or more Projects after it has executed this Agreement with the Council.

5. STATUTORY RIGHTS

- 5.1. Nothing in these conditions shall affect in any way the statutory rights of the Council or any subsequent amending or consolidating legislation.
- 5.2. A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.
- 5.3. The Provider shall at its own expense, comply in all respects with the Laws and all applicable rules and regulations in all matters arising in the performance of or in connection with the Agreement.

6. MONITORING

- 6.1. The Provider's delivery of the Project shall be monitored by the Administrator, who shall be entitled to make recommendations to the Provider for improving the standard of the Provider's performance in undertaking the Project.
- 6.2. The Provider's Representative will meet regularly with the Administrator upon receiving a request to do so, to discuss the Project being provided by the Provider and to provide the Council with progress reports and or information.
- 6.3. At the meetings the Administrator and the Provider's Representative will review, among other things, the Provider's performance, key performance indicators where applicable, progress-to-date on the delivery of the Project, and any issues relating to the performance of the Project.

- 6.4. The Administrator shall keep minutes of all meetings in relation to monitoring of the Agreement.
- 6.5. The Administrator shall review the Provider's compliance with the UK Data Protection Legislation, the FOIA, in accordance with clause 10 (Data Protection) and clause 11 (Freedom of Information) and any other Laws applicable to the Project;
- 6.6. The Council may terminate the Agreement by written notice with immediate effect if the Provider fails to perform the Project in accordance with the Agreement.

7. ANTI-BRIBERY AND MODERN SLAVERY ACT REQUIRMENTS

- 7.1. The Provider shall:
 - 7.1.1. comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;
 - 7.1.2. maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;
 - 7.1.3. use reasonable endeavours to ensure that all persons associated with the Provider (as defined by section 8 of the Bribery Act) including any sub-contractors and Providers comply with this clause;
 - 7.1.4. implement due diligence procedures for its own Providers, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain; and
 - 7.1.5. use reasonable endeavours not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice.

8. EQUALITIES AND HUMAN RIGHTS

The Provider shall (and shall procure that its Staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in employment including but not limited to the Equality Act 2010 and shall (and shall procure that its Staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of or delivery of the Project.

9. SAFEGUARDING

9.1. The parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

9.2. The Provider shall:

9.2.1. ensure that all individuals engaged in Regulated Activity including all Staff are subject to a valid enhanced disclosure check for regulated activity with a Child's Barred List undertaken through the Disclosure and Barring Service (DBS); and

9.2.2. monitor the level and validity of the checks under this clause 9.2.1 for each member of staff;

9.2.3. 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 Regulated Activity or who may otherwise present a risk to attendees.

9.3. The Provider 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 Provider 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.

- 9.4. The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 9 have been met.
- 9.5. The Provider shall refer information about any person carrying out the Project to the DBS where it removes permission for such person to carry out the Project (or would have, if such person had not otherwise ceased to carry out the Project) because, in its opinion, such person has harmed or poses a risk of harm to the attendees and or children and or young people and or vulnerable adults.
- 9.6. For avoidance of doubt, the selection and vetting of volunteers as Staff should be rigorous and properly conducted and in no circumstances shall the Provider allow for a volunteer in respect of whom no DBS checks have been obtained be left unsupervised or allowed to work in a Regulated Activity.

10. DATA PROCESSING

- 10.1. Both parties will comply with all applicable requirements of the UK Data Protection Legislation and any applicable Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the UK Data Protection Legislation. In this clause 10, applicable Laws means (for so long as and to the extent that they apply to the Provider) and UK Data Protection Legislation; and.
- 10.2. The parties acknowledge that for the purposes of the UK Data Protection Legislation, the Council is the Data Controller and the Provider is the Data Processor. Schedule 3 sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 10.3. Without prejudice to the generality of clause 10.1, the Council will ensure that it has all necessary appropriate consents and notices

in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Agreement.

10.4. Without prejudice to the generality of clause 10.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this Agreement:

10.4.1. process that Personal Data only on the written instructions of the Council (as set out in Schedule 3) unless the Provider is required by applicable Laws to otherwise process that Personal Data. Where the Provider is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;

10.4.2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

10.4.3. not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Council

has been obtained and the following conditions are fulfilled:

- 10.4.3.1. the Council or the Provider has provided appropriate safeguards in relation to the transfer;
 - 10.4.3.2. the Data Subject has enforceable rights and effective remedies;
 - 10.4.3.3. the Provider complies with its obligations under the UK Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 10.4.3.4. the Provider complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- 10.4.4. notify the Council immediately if it receives:
- 10.4.4.1. a request from a Data Subject to have access to that person's Personal Data;
 - 10.4.4.2. a request to rectify, block or erase any Personal Data;
 - 10.4.4.3. receives any other request, complaint or communication relating to either Party's obligations under the UK Data Protection Legislation (including any communication from the Information Commissioner);
- 10.4.5. assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the UK Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.4.6. notify the Council immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that

results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;

- 10.4.7. at the written direction of the Council, delete or return Personal Data and copies thereof to the individual on termination or expiry of the Agreement unless required by the applicable Laws to store the Personal Data;
 - 10.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Council or the Council's designated auditor on reasonable request.
- 10.5. The Provider shall indemnify the Council against any losses, damages, cost or expenses incurred by the Council arising from, or in connection with, any breach of the Provider's obligations under this clause 10.
- 10.6. Where the Provider intends to engage a Sub-Contractor pursuant to clause 10.4 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- 10.6.1. notify the Council in writing of the intended processing by the Sub-Contractor;
 - 10.6.2. obtain prior written consent to the processing; and
 - 10.6.3. ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 10.
- 10.7. Either party may, at any time on not less than thirty (30) Working Days' written notice to the other party, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.
- 10.8. The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.
- 10.9. Where applicable from time to time, additional processing of personal data may be required for the Project as a condition of a

Call-Off and the Council will provide further instruction as necessary.

11. FREEDOM OF INFORMATION

- 11.1. The Provider recognises that the Council has information disclosure obligations under the Freedom of Information Act 2010 ("FOIA") and the Environmental Information Regulations ("EIR"). The Provider agrees to provide such assistance and support as may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with these information disclosure obligations in respect of matters relating to or arising out of this Agreement.
- 11.2. In the event that a request made to the Council for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Council in relation to its obligations under the FOIA or EIR, the Provider will within five (5) Working Days of the date of a request from the Council provide to the Council, any details in its possession relating to this Agreement or to the Provider as the Council may require to deal with such access request or deal with such notice, recommendation or complaint.
- 11.3. The Provider acknowledges the Council may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Provider to provide the Project under this Agreement, and the terms of this Agreement, subject to certain exemptions. The Provider further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Council's sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Provider's legitimate commercially sensitive information.

12. TRANSPARENCY

The Provider acknowledges that the Council has information publication obligations under the Local Government Transparency Code 2015, and agrees that this Agreement (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the "Procurement Documents") issued by the Council in relation to this Agreement are not Confidential Information, and may be published by the Council, save where in the reasonable opinion of the Council the contents of the Agreement or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Provider consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions.

13. CONFIDENTIALITY AND COUNCIL'S INTELLECTUAL PROPERTY

13.1. Subject to clause 10 (Data Protection), clause 11 (Freedom of Information) and Clause 12 (Transparency), the Provider shall not, without the prior written consent of the Council, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information.

13.2. The restriction in clause 13.1 does not apply to:

13.2.1. any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or

13.2.2. any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Provider; or

13.2.3. any disclosure authorised by the Council.

- 13.3. All documents, manuals, hardware and software provided by the Council to the Provider, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones, if provided by the Council) in relation to this Agreement, remain the property of the Council.
- 13.4. All intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in any works conceived originated or made by the Provider pursuant to the Project ("Intellectual Property") shall automatically vest in the Council and the Provider hereby assigns to the Council by way of future assignment the copyright and all other intellectual property rights in the Intellectual Property for the full term during which the said rights and any renewals or extensions shall subsist.
- 13.5. The Provider warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Provider agrees to indemnify the Council against any and all liability, loss, damages, costs and expenses which the Council or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third-party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.

14. INDEMNITY

- 14.1. Without prejudice to any other provision of this Agreement, the Provider will fully indemnify the Council against any claims made against it as a result of any failure by the Provider to comply with any statutory provision to be observed or performed in connection with the provision of the Project and the Council's Requirement.

14.2. The Provider's liability to indemnify the Council arising under clause 14.1 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

15. INSURANCE

15.1. Throughout the Term the Provider shall at its own cost effect and maintain with a reputable insurance company within the UK such policies of insurance as are necessary to cover any liability of the Provider in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Provider carrying out or failing to carry out its obligations under the Agreement or for which it may become liable to the Council under clause 14, including:

15.1.1. employers' liability insurance in the minimum sum of £5,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;

15.1.2. public liability insurance cover in the minimum sum of £5,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and should be adequate to cover all risks in the performance of the Project; and

15.2. The Provider shall continue to maintain the above policies of insurance for a 6-year period following the termination of the Agreement.

15.3. Upon request, the Provider will provide the Council with details of the policies of insurance (by way of insurer's certificate) effected in accordance with clause 15.1, so as to demonstrate that clause 15.1 is being complied with.

15.4. The Provider will immediately inform the Council of any failure or inability to maintain insurance in accordance with clause 15.1 and of any circumstances likely to render such insurance void or voidable in order that the Provider and the Council can discuss

the means of best protecting their respective positions in the absence of such insurance.

16. TERMINATION

16.1. In the event of:

16.1.1. the passing by the Provider of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Provider or the dissolution of the Provider; or

16.1.2. the making of an administration order in relation to the Provider or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Provider's assets; or

16.1.3. the Provider making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally,

16.1.4. the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Agreement forthwith by notice and the Provider shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

16.2. Without prejudice to the parties' other rights and remedies, either party may forthwith terminate the Agreement by notice if the other:

16.2.1. commits or attempts a Prohibited Act;

16.2.2. fails to comply with Good Industry Practice, UK Data Protection Legislation, Safety Legislation and or the Laws;

- 16.2.3. commits any material breach of the terms of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the other; or
 - 16.2.4. fails to perform its obligations under the Agreement with due diligence, the termination shall be at no loss or cost to the Council and the Provider hereby indemnifies the Council against all costs, expenses and damages for which the Council may suffer as a result of any such termination.
- 16.3. Notwithstanding the generality of this clause 16 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one month's written notice to the Provider.
- 16.4. In the event of:
 - 16.4.1. the Council having safeguarding concerns (including a failure by the Provider to comply with the safeguarding provisions of this Agreement and of any Call-Off with the Provider); or
 - 16.4.2. if the Provider lacks, or has lost, any required regulatory registrations at any time during the Term then this Agreement may be terminated with immediate effect on written Notice by the Council to the Provider and all Call-Offs with the Provider shall be terminated with immediate effect unless agreed otherwise in writing.
- 16.5. If this Agreement expires or terminates pursuant to clause 16.1, 16.2 or 16.3, subject to clause 16.7 no payment shall be due in respect of such termination from either Party to the other.
- 16.6. Following the termination or expiry of this Agreement, the Provider shall co-operate free of charge and in accordance with Good Industry Practice with the Council (as applicable) and any new provider appointed by the Council (as applicable) to ensure:
 - 16.6.1. the effective and orderly handover of all relevant attendees placed with the Provider;

- 16.6.2. that the best interest of the relevant attendees and or young person requiring handover is as far as possible safeguarded at all times;
- 16.6.3. that disruption to the relevant attendees and or young person is minimised to the maximum extent possible.
- 16.7. The termination of this Agreement shall:
 - 16.7.1. be without prejudice to any accrued liabilities and shall not affect liability for any payments due to either Party before the date of termination; and
 - 16.7.2. shall not prejudice the rights of either Party or any person being provided for in the delivery of the Project that have arisen on or before the date of termination.
- 16.8. For avoidance of doubt, when this Agreement terminates the Provider is removed immediately from the Approved Provider List and is not entitled to enter into a Call-Off or receive any amounts of the Grant.

17. CONSEQUENCE OF TERMINATION OF THIS AGREEMENT AND THE CALL-OFF

- 17.1. Where this Agreement has been terminated and the Provider removed from the Approved Provider List, the Call-Off may continue if the delivery of the Project has commenced unless the Council expressly terminates it in accordance with the Grant terms and conditions.
- 17.2. Where this Agreement has been terminated and the Provider removed from the Approved Provider List but the delivery of the Project has not been commenced, the Council is entitled to terminate the Call-Off and withdraw any Grants to the Provider. Any Grant received by the Provider for the purposes of that Project must be refunded without undue delay to the Council.
- 17.3. If the Provider exits this Agreement, for any reason, all details relating to the attendees supported in the process of delivering the Project, should be delivered to the Council within seven (7) Working Days of the termination date.

- 17.4. Where requested, the Provider is to engage actively with the Council to ensure that a transition to a new provider can be completed with minimal disruption and emotional impact to any of the attendees.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1. The Provider shall not assign or sub-contract the Project under this Agreement, or any part thereof, without the permission of the Council in writing. Assignment or sub-contracting any part of the Project shall not relieve the Provider of any obligation or duty attributable to the Provider under this Agreement.
- 18.2. The Provider shall be responsible for the acts and omissions of its assignees and sub-contractors as though they were its own. Where the Council has consented to the placing of an assignment or sub-contracts, copies of each contract of assignment or sub-contract shall be provided by the Provider to the Council within two (2) Working Days of issue.
- 18.3. The Council shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under this Agreement to:
- 18.3.1. a government body; or
 - 18.3.2. any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Council.

19. DISPUTES

- 19.1. If the Council reasonably believes that the delivery of the Project is deficient, the Provider shall be formally notified in writing by the Council, inviting the Provider at the earliest possible opportunity to discuss the matter and giving clear indications as to how the delivery of the Project have not been satisfactory.
- 19.2. After such discussions, the Provider shall remedy any agreed faults within an agreed, reasonable timescale. Once the Council has formally notified the Provider of any such deficiencies, it shall

be entitled to withhold payment or part payment that may be due to the Provider as it sees fit until such time as the agreed faults have been remedied.

- 19.3. If the Provider is unable or unwilling to remedy the above faults, the Council may terminate this Agreement in accordance with clause 16.2.3; if the Provider feels that the delivery of the Project are not deficient or that the Council has been unfair in its judgment of the quality of the delivery of a Project, and the parties are unable to come to an agreement on the matter amicably between them, the matter may be resolved by reference to an independent mediator who is acceptable to both parties, and whose decision both parties agree shall be final. Both parties shall share the cost of mediation.

20. NOTICES

- 20.1. Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing by letter, fax or email. If sending by email please include read receipt. Any such notice, request, demand, consent or approval shall in the case of the Council be sent to the Administrator at the Council's address as set out at the beginning of this Agreement and in the case of the Provider, to the Provider's Representative at the Provider's registered office address as set out at the beginning of this Agreement.
- 20.2. Notices may be delivered by hand or sent by post. If sent by post, a notice shall be deemed to have been received on the second Working Day following the date of posting. If sent by registered post or recorded delivery, it shall be deemed to have been received on the date and time receipt was acknowledged.

21. NO WAIVER

- 21.1. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the

Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.

- 21.2. A waiver of any right or remedy under this Agreement or by Law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

22. FORCE MAJEURE

Neither party shall be liable for delay in performing or failing to perform its obligations under this Agreement if the delay or failure results from Force Majeure. Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is prevented provided that if such delay or failure persists for more than two weeks nothing in this clause shall be taken to limit or prevent the exercise of the right to terminate under clause 16.

23. LIMITATION OF LIABILITY

- 23.1. Save that this clause 23.1 is not intended to exclude or limit liability for:
- 23.1.1. personal injury or death attributable to the Provider's negligence or the negligence of its employees, agents or subcontractors;
 - 23.1.2. fraud or fraudulent misrepresentation (without prejudice to clause 3.5); or
 - 23.1.3. breach of any other liability which cannot be limited or excluded by applicable law.
- 23.2. Subject to clause 23.1, neither party to this Agreement shall have any liability to the other party for any indirect or consequential loss arising under or in connection with this Agreement.
- 23.3. The restrictions on liability in this Clause 23 apply to every liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 23.4. The Council may reduce payment or any other remedy available to the Council in the event of a breach of contract, in respect of any Services which the Provider has either failed to provide or has, in the Council's reasonable opinion, provided inadequately.
- 23.5. The Council may at any time, without notice to the Provider, set off any liability of the Provider to the Council against any liability of the Council to the Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

24. ACCRUED RIGHTS AND REMEDIES

The termination of the Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

25. RIGHTS AND DUTIES RESERVED

All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved.

26. SURVIVAL OF TERMS

The terms of the Agreement will (except in respect of any obligations fully performed prior to or at the completion of each Project) continue in force and effect after the expiry of the Call-Offs by the Provider.

27. PUBLICITY AND BRANDING

- 27.1. The Provider shall not:
- 27.1.1. make any press announcements or publicise this Agreement or its contents in any way; or

27.1.2. use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Administrator.

28. ENTIRE AGREEMENT

28.1. This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the other's employees, representatives or agents and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

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. NO PARTNERSHIP OR AGENCY

30.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to bind or make or enter into any commitments for or on behalf of any other party.

30.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

31. VARIATION

31.1. No variation of this Agreement shall be effective unless it is in writing and signed by the Administrator and an authorised signatory by the Provider.

31.2. Always subject to clause 30.1, in the event of increased costs and or charges in the way the Project is delivered the parties will work together to apportion costs.

31.3. The Provider shall not be entitled to recover any additional costs from the Council unless agreed in writing.

32. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

IN WITNESS of which this Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1
THE COUNCIL'S REQUIREMENTS

Service Overview

- 4.1 The Royal Borough of Greenwich intends to develop a 3-year Approved Provider List of Royal Greenwich HAF providers, in the following categories:

Table 1: **HAF Providers Approved Provider List categories**

Category	Name	Description
1	Generic HAF provision	<p>The provision of planned HAF services for school aged children 4-16 years, who are in receipt of FSM.</p> <p>This provision may include those CYP who have targeted SEND requirements. This provision is for not for CYP who have identified specialist SEND.</p> <p><i>The hourly rate is a maximum £7.50/hr for the first 4 hours, per child, per day (e.g. £30/child/day) .</i> <i>Additional hourly rate is maximum £5.00 per child, per day</i></p>
2	Generic HAF provision with 1-5 spaces for specialist SEND	<p>The provision of planned HAF services for school aged children 4-16 years, who are in receipt of FSM.</p> <p>This provision includes primarily generic HAF provision (as above) but the organisation has capacity and skill to accept 1-5 CYP who have specialist SEND requirements.</p> <p><i>The hourly rate is a maximum £7.50/hour for generic and targeted SEND provision., per child, per day</i> <i>Additional hourly rate is a maximum £5.00, per child, per day</i> <i>The hourly rate is a maximum £25/hour for specialist SEND provision, per child, per day. (e.g. £100/child/day)</i></p>
3	HAF provision for CYP with high- level SEND	<p>The provision of planned HAF services for school aged children 4-16 years, who are in receipt of FSM.</p> <p>This provision only accepts CYP who have either targeted or specialist SEND. This provision would not accept any CYP who have no identified SEND.</p> <p><i>The hourly rate is maximum £7.50/hour targeted SEND provision, per child per day</i> <i>The hourly rate is maximum £25/hour for specialist SEND provision</i> Maximum spaces per session = 20</p>

- 4.2 The categories listed reflect the HAF requirements commissioned by DfE. It is expected that interested parties will apply (subject to individual approval) to provide services in any one or more of the categories. Evidence of expertise and training will be required to support the application process.
- 4.3 HAF services will only take place during the Easter, Summer and Winter school holidays each year for a total of 6 weeks.
- Easter = 1 week (4 days)
 - Summer = 4 weeks (16 days)
 - Winter = 1 week (4 days)
- 4.4 In addition to the categories listed above, providers who can demonstrate expertise in other key areas are sought for example those with specialist sports or nutrition training.
- 4.5 Commissioners will also be looking for a good range of providers to cover locations across the borough.
- 4.6 Subcontracting specific elements of the service, such as food and sports coaching, are permitted but the subcontractor must adhere to the same terms and conditions as outlined in the Approved Providers List such as paying London Living Wage.

Service Requirements

- 5.1 The provider must meet the following mandatory requirements as part of their delivery as set out by the DfE.

Food: clubs must provide at least one substantial meal each day (lunch or tea) and all food provided at the club (including snacks) must meet [School Food Standards](#). The expectation is that food will be served hot. All food provided as part of the programme must comply with regulations on food preparations and consider allergies, dietary requirements and preferences as well as any religious or cultural requirements for food. -All menus must be submitted to the HAF programme manager prior to the start of the programme for approval to ensure school food standards are adhered to. Food can either be prepared on site or purchased from a local food business / catering company. If purchasing food from a local food business or catering company, it is important that due diligence is undertaken particularly around food safety. RBG will not be held responsible for issues between the caterer and provider. It is also expected that snacks are offered within the food provision.

Enriching activities: All provision must provide fun and enriching activities that allow children to:

- develop new skills or knowledge
- consolidate existing skills and knowledge
- try out new experiences
- have fun and socialise

This could include but is not limited to:

- physical activities, for example, football, swimming, table tennis or cricket
- creative activities, for example, putting on a play, junk modelling or drumming workshops
- experiences, for example, a nature walk or visiting a city farm
- free play, for example, fun and freedom to relax and enjoy themselves

We expect all providers to provide a balanced programme. For providers whose primary focus is set around a specific activity or sport, we expect them to ensure that children attending their provision benefit from a holistic and varied experience.

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

In line with those guidelines, we expect:

- all children and young people participating in the HAF programme should engage in moderate-to-vigorous physical activity for an average of at least 60 minutes per day
- children and young people participating in the HAF programme should engage in a variety of types and intensities of physical activity to develop movement skills, muscular fitness, and bone strength
- children and young people should aim to minimise the amount of time spent being sedentary, and when physically possible should break up long periods of not moving with at least light physical activity

Meeting the physical activity requirement does not have to be in the form of a structured activity session, but might include active travel (not including the participants journey to the programme), free play and sports.

Increasing awareness of healthy eating, healthy lifestyles, and positive behaviours:

We expect providers to incorporate helping children to understand more about the benefits of healthy eating and nutrition into their programme. These do not need to be formal learning activities. This could include:

- getting children involved in food preparation and cooking
- growing fruit and vegetables
- taste tests
- discussing food and healthy eating during mealtimes
- including food and nutrition in other activities

Offering positive learning and development through HAF activities creates stigma-free opportunities to support children and young people in learning about healthy lifestyles and exercise. This could cover, for example, the use of vapes, cigarettes, drugs, and how this can lead to issues including:

- economic
- social
- personal safety
- exploitation
- Criminality

- **Signposting and referrals and supporting families:**

HAF providers should be able to offer information, signposting or referrals to other services and support, that would benefit the children who attend their provision and their families. Other services and support could include:

- Greenwich Supports
- Livewell Greenwich
- primary care, dentists, or other healthcare practitioners
- family support services or children's services
- Young Greenwich and Young Greenwich Early Years
- housing support officers
- Jobcentre Plus
- organisations providing financial education
- early years and childcare, including help to pay for childcare

Venue: Providers shall secure an accessible and appropriate venue within the Royal Borough of Greenwich in which to deliver their programme prior to the contracted start date of the service. As part of quality assurance, RBG commissioners reserve the right to visit proposed activity bases as part of the application process. When providers are called on for delivery, they will be asked to share details of venue leasing arrangements with RBG commissioners at clarification and evaluation meetings. It is important that all providers undertake due diligence for all venues hired, therefore visiting the space, looking at available facilities and agreeing what equipment can and cannot be used. RBG will not be held responsible for issues between the venue and provider.

Check here for community centres in Greenwich available for hire:
https://www.royalgreenwich.gov.uk/directory/50/directory_community_centres

Ofsted: where Ofsted registration is required, we expect it to be in place prior to the programme starting. If you are Ofsted registered, we would expect the latest reports to be provided. Where Ofsted registration is not compulsory, ideally, we would like you to register on the Voluntary register if you are not already. For those organisations who are successful in their application to join the Approved Provider List, then there is an expectation that they would join the Ofsted Voluntary register. For those organisations who would like to find out more about registration then please contact holiday-programme@royalgreenwich.gov.uk.

5.2 Food safety requirements: Food forms an integral part of the HAF programme, and it is essential that all food provided is compliant with the law and is safe to eat. All providers must undertake due diligence to ensure that all suppliers are reputable, particularly if they are receiving preprepared meals. There are a number of food safety checks that a provider needs to complete in order to deliver the food element of the programme. There may be some variability depending on whether you prepare your own food or purchase ready-made meals from a partner, but you must ensure that all food is served safely.

All providers whether they prepare their own food, or source from elsewhere food must:

- Register with the Royal Borough of Greenwich as a food business by completing the [Food Business Registration form](#) (if not already registered) and have achieved a Food Hygiene Rating Score (FHRS) score of 4 or 5. It is possible that if you only provide food very infrequently such as a one-off event you do not need to register but you will still need to comply with all other aspects of food safety legislation and the requirements here. If you feel you do not need to register as a food business, you will need to agree this with the Commercial Environmental Health team in advance of applying to be part of HAF.
- Have a completed food safety management system in place such as [Safer food, better business for caterers | Food Standards Agency](#). This system must be on site, available and up to date at all times. This system must also include the arrangements for staff sickness including monitoring and reporting, and actions to be taken if the programme can no longer be delivered safely. This system must also cover suppliers and checks that have been made on their suitability including arrangements for food transport and storage where ready-made

meals or similar items are being delivered.

- Have a minimum of two staff with at least Level 2 food hygiene training within the organisation, this must be completed prior to a programme starting. A list of accredited food safety courses is provided in Appendix 2.
- Have a minimum of two staff with completed [Food Standards Agency allergen training](#) prior to the programme starting.
- Have at least one dedicated supervisor on site at all times with respect to food safety. This member of staff must be fully trained to at least Level 2 in food hygiene and allergens.
- Ensure that all other staff and volunteers are trained and/or supervised and instructed in food hygiene appropriate to the activity they are carrying out.
- Ensure any venue being used has suitable facilities for the provision of a holiday programme and adjust the offer accordingly (for example, sourcing ready-made meals rather than preparing onsite if appropriate kitchen facilities are not available, making sure that fridges are in working order even if just for storing milk or snacks). —Organisations that only serve food that has been prepared elsewhere are still required to have suitable facilities for hand washing for serving staff and children (with hot and cold water, soap and towels), sanitising materials, hot or cold food storage (if food is not being served immediately) and appropriate arrangements for refuse disposal. Where an organisation is operating out of a premises that is not their own (such as a school or community venue), the provider will need to ensure that pest control is in place and that responsibility for this is clear.
- Ensure information on allergens and ingredients is available at every programme, for every meal served. Where food is to be taken away, pre-packed for direct sale requirements will apply (Natasha's Law), for more information see here <https://www.food.gov.uk/business-guidance/introduction-to-allergen-labelling-changes-ppds>
- Ensure that cultural food is handled correctly.
- Adhere to all Covid-19 regulations with respect to all food safety [Covid 19 regulations](#).

In addition, the provider that is preparing the food must:

- Be registered with a local authority and have a Food Hygiene Rating Score (FHRS) of four or five (evidence of this will be required as part of the application process for HAF).
- By taking part in the project, you are required to comply with all relevant legislation as a food business. The Royal Borough of Greenwich Commercial

Environmental Health team is allowed by law to visit at any reasonable time without appointment, and has a range of powers to ensure that standards are maintained <https://www.food.gov.uk/business-guidance/food-safety-inspections-and-enforcement>

- For more information and advice on the requirements prior to or during the programme, please do not hesitate to email health@royalgreenwich.gov.uk and an officer will reply to you.
- Providers who are yet to be registered as a Food Business, complete food allergen, and food safety training will be assessed to ensure compliance prior to being awarded any work under the Approved Provider List.

5.3 Equipment: The Provider is responsible for sourcing and maintaining all equipment necessary to deliver this service. This will include physical activity equipment, arts and crafts materials, food for cooking and nutrition education sessions. The provider is responsible for providing all crockery, serving dishes and disposables for the serving and preparation of food where applicable. -The disposables must be suitable for recycling or biodegradable.

5.4 Covid 19: The Provider is responsible for ensuring they adhere to ongoing Covid-19 regulations set out by the Government and their registered governing body as is necessary. If Covid-19 advice is required the Royal Borough of Greenwich Health Protection team will be able to assist.

5.5 Data Protection, Consent and Confidentiality: The provider will ensure that all aspects of the service delivery and practice are compliant to relevant Data Protection legislation and regulations including the General Data Protection Regulation (May 2018).

5.6 Data Collection: All providers must collect a specific set of data when services are being delivered. All data requirements and formats will be provided. All information must be stored safely in line with GDPR requirements. The following data must be collected:

- Registration data with key child information including a minimum set of data from each child or young person who attends prior to the programme starting. A standard registration form will be made available.
- Attendance data for each day of programme delivery.
- Programme details to gather information on programme Key Performance Indicators
- Information about CYP with SEND supported during your programme (Table 3).

5.7 Whole systems relationship: The Provider will facilitate and support the development of relationships, networks and partnerships across a wide range of stakeholders across the whole borough. This will involve developing positive relationships with and between other holiday programme providers, schools, nutritionists, Young Greenwich, residents and local communities and

where applicable local and regional food providers, physical activity providers. The network meetings and training sessions are mandatory.

5.8 Good Food in Greenwich (GFiG): The GFiG partnership aims to bring people and organisations together to address a wide range of food related issues including promoting sustainable and healthy food, tackling food poverty, building community skills, creating a thriving food economy, ensuring better food is bought in public settings, and tackling food waste and the impact on the environment.

The Provider should join the Good Food in Greenwich partnership, adopt the GFiG community food charter guidelines and must register to become Sugar Smart. Support on how to do this will be available from the Programme Manager.

5.9 Geographical coverage/boundaries: The service will cover the whole borough to ensure equity of access but will focus on areas of deprivation where there is higher need. See Appendix 3 for the Greenwich Levels of Deprivation FSM heat map showing which areas of the borough have the highest levels FSM. The service will need to take notice of geographical boundaries of neighbouring boroughs. If a child attends a Greenwich school but lives in a neighbouring borough, then they can choose whether to attend a RBG HAF programme with friends or attend one in their borough of residence. However, if an applicant lives and attends school in a different borough then they will be ineligible.

5.10 Staffing and volunteers: All members of staff and volunteers must have evidence of an up-to-date DBS check. The service may need to recruit volunteers to support the delivery of this programme but should not be wholly reliant on them. Staff will ensure that best practice is followed in relation to safeguarding children and adults. For more information visit www.disclosuresdbb.co.uk

5.11 Branding and communications: The entire programme will be branded Royal Greenwich Together: Holiday Food and Fun. Branding and communication of the holiday programme will be undertaken in line with the Royal Borough of Greenwich communication policies. There will be central branding and communications provided by the Commissioner and RBG corporate communications. Some providers may wish to facilitate their own communications which can be done using the central branding and resources provided by the Commissioner, but it should include Holiday Food and Fun. There will be an online directory produced with the details of all successfully funded HAF programmes. This will be sent to all schools, those eligible for FSM and community groups to publicise the programmes. All providers must work within the RBG advertising policy, which outlines that RBG settings must not use any visual promotional materials (including digital/social media content) that contain foods and drinks that are high in fat, sugar and salt.

The Families Information Service based within Children’s Services provides information and support to families to promote the range of universal services and opportunities for children, young people and families available in Royal Greenwich. As part of the Holiday Activity and Food Programme, a requirement will be that key information about the provision offered will be detailed in our centralised marketing publications/materials as well as promoted on the Greenwich Community Directory /Local Offer. This support will also be available after HAF to promote your programmes.

5.12 Recruitment: The expectation is that the provider will facilitate the recruitment and registration of places for their own programmes. There will be a standardised registration form to ensure the correct information is collected from each participant and supports the DfE data requirements. -The provider will be responsible for ensuring children, young people and their families know how to access the programme once they are confirmed on the programme. -Recruitment will be supported by the overarching HAF communications strategy.

5.13 Eligibility: The primary focus of the programme will be on resident school aged children and young people (4-16 years) who attend school and are eligible for and in receipt of benefits related FSM. The programme will be open to those who are currently in reception upwards. A minimum of 85% of your participants must be eligible for benefit related FSM. The provider should check this prior to booking. To ensure the majority of children attending are eligible for benefit related FSM, the advertising of your programme will be appropriately targeted and marketed. The Programme Manager will support with this. However, there is an expectation that the provider will liaise with local schools and get them to help with the targeted marketing.

Table 2: Eligibility age brackets

Holiday	Eligibility age
Summer 2023	1 st September 2017– 31 st August 2018 and older
Winter 2023	1 st September 2018 – 31 st August 2019 and older

5.14 SEND Provision: It is expected that all providers will be able to accommodate CYP with low-level SEND (targeted SEND) within their generic provision offers (category 1 and 2). Some providers will be able to offer specialist services for CYP with high-levels of need.

Please see **Appendix I** for definitions of targeted and specialist SEND provision.

When a child with SEND registers with a provider, the provider will be responsible for doing an appropriate and accurate assessment of their level

of need.

When a CYP has high-levels of need, evidence about how the child is supported at your provision should be recorded for quality purposes. A spreadsheet will be provided to collect the information outlined below in Table 3 and this will be submitted along with other data collection.

Table 3: Data collection for specialist SEND support

Staff	<ul style="list-style-type: none">- Staffing ratios, initials of staff and qualifications, who they worked with throughout the day / provision?
CYP	<ul style="list-style-type: none">- Full name, school and postcode of each CYP with SEND who attended at least 4 hours of provision.
Support	<ul style="list-style-type: none">- Explanation of what was done to accommodate the needs of the CYP who attended your provision.- If a child isn't known to the local authority and there isn't sufficient evidence to show that additional support was required (in the form of an EHCP or otherwise*) then the additional funding may not be granted.

*In a situation where a CYP doesn't have an EHCP or is in the process of getting one, the provider will need to submit a confirmation of need from someone independent of the provider. This could be, for example, a teacher or a social worker. Please submit this along with the evidence in Table 4.

This is separate funding to the Shortbreaks programme. Entitled children and young people should be able to access both Shortbreaks and HAF. Unlike Shortbreaks, parents will not contribute towards the cost of HAF provision.

You should only accept a child with high-levels of need if you have the appropriate staff training / qualifications and capacity to support the child safely.

5.14 Sustainability: The provider will adhere to the Good Food in Greenwich guidelines around sustainability. The provider will aim to minimise waste and maximise recycling. There will be a small amount of food waste and all disposables be biodegradable/ recyclable or from recycled sources.

5.15 Equality and Equity: The Provider will demonstrate a commitment to promote equality, value diversity and human rights in all activities. All parents, carers, children and young people will be afforded equal access to the Service, regardless of background or circumstances, including: BAME, special educational needs and disabilities, home learners, service families and travelling families. Services will be culturally sensitive and inclusive. As part of evidencing whether services achieve these aims, they will monitor take up of services by demography and residence (including Indices of Multiple Deprivation).

- Activities to promote Fundamental British Values will inform strategic planning and operational management and delivery of all work.
- It is the responsibility of the Provider to comply with all current equality legislation and ensure it implements any new equality legislation as it becomes statute and actively meet the requirements of the Equality Duties.
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act.
- Advance equality of opportunity between people who share a protected characteristic and those who do not.
- Foster good relations between people who share a protected characteristic and those who do not.

Active promotion and awareness raising of equality issues will be threaded through the Service offer and there will be robust challenge of any discriminatory behaviour.

Individual needs will be met through conversation and understanding and not assumption.

5.16 Requirements for contingencies/business continuity: The provider must have up to date business continuity management plans in place. This will ensure that an organisation can return to “business as usual” as quickly and painlessly in the event of a disruption no matter how big or small.

5.17 Social Value: The Royal Borough is utilising the Public Services (Social Value) Act 2012 to deliver on its commitment to making the most out of every “Greenwich Pound” spend and improve the wellbeing of its residents. As such, we are embedding a social value approach into our commissioning activities.

Social Value is interpreted in different ways by different Organisations, but in Greenwich, it is defined as outcomes offered by a contractor as additional benefits over and above the core requirements of the funding. This means a social value offer from a potential supplier should not add to cost of the price.

As part of your application, you should demonstrate how you will deliver additional social value to the borough above and beyond the provision of your service. This should be in line with Greenwich’s Social Value Framework (available [here](https://www.royalgreenwich.gov.uk/downloads/download/1150/social_value_framework) - https://www.royalgreenwich.gov.uk/downloads/download/1150/social_value_framework)

5.18 London Living Wage: The provider will pay London Living Wage. RBG is an Accredited Living Wage employer and is therefore committed to paying the London Living Wage to all paid staff, which is a requirement that we ask of all

projects/ activities funded by RBG.

5.19 Staff Ratios: Age-appropriate staff ratios must be adhered to at all times. Out of school clubs should operate at a ratio of 1:8 for children under the age of eight, and 1:10 for children over the age of eight.

Providers shall demonstrate the highest levels of professionalism, skill and competence expected in their service of provision at all times.

5.20 Providers shall ensure that their professional knowledge is maintained as relevant and up-to-date and shall indicate in the application return how this will be achieved.

5.21 Providers will engage in specific training to support their work with vulnerable children.

Call Off/Ordering Procedures

- 6.1 Approved Providers will be asked to work on a “call off” basis (which is the process for selecting a provider to deliver a specific piece of work) as and when required, and to the agreed rates set out in the contract. Providers shall note that there is no guarantee of any level of work to be commissioned.
- 6.2 Approved Providers can be assigned to one or more of the categories (table 2).
- 6.3 Providers will be commissioned individually when HAF services are required.
- 6.4 As a request for a service arises (Easter, Summer or Winter school holidays), a “call off” process will be followed and providers within the relevant category will be contacted via email with details of the request, details of any specific requirements (e.g. location / venue) and a deadline to respond with their bid.
- 6.5 Each request will be clearly defined and will include some of the following:
 - Schedule of activities
 - Food provision
 - Dates and length of provision
 - Number of spaces for CYP
 - Location of programme(s)
- 6.6 Providers are expected to deliver at the unit cost they stated as part of their application to join the Approved Provider List.
- 6.7 Providers, who respond within the deadline will be evaluated and scored against the requirements of the request. Based on this evaluation, decisions will be made on awards for provision.

- 6.8 Where there are a greater number of eligible bids than resource available to meet the full needs, commissioners will make a decision on the provider who is most suited (i.e. due to previous performance, Ofsted registration, price, location, ability to meet specific requirements).
- 6.9 Providers within all categories will be sent details of the requirement and will be allowed a reasonable time period to confirm interest, answer any questions in relation to the requirement for delivering the specific requirements of the work. Providers will be approached based on location and the level of need for that area, this may include borough wide 'call-outs' for provision.
- 6.10 Please note that for Summer 2023 the procedure is taking place at the same time as the application for the Approved Providers List. This will be a competitive bid and those who are successful will be awarded a grant to complete the service.
- 6.11 The proceeding holidays will follow the normal call off process outlined above.

Price and Payment

- 7.1 The maximum hourly rate for direct delivery per child will be as follows:

Table 4: Maximum Service prices by category

Category	16 hours (Minimum of 4 hours per day)	Additional hours (Over 4 hours per day)
1	£7.50/ hour/ CYP	£5/ hour/ CYP
2	£7.50/ hour/ CYP – generic and targeted SEND £25/ hour/ CYP for specialist SEND	£5/ hour/ CYP No additional hours
3	£7.50/ hour/ CYP for targeted SEND £25/ hour/ CYP for specialist SEND	No additional hours

- 7.2 Within your bid to be on the Approved Provider List you can submit a lower hourly rate. This will be considered as part of the call off process.
- 7.3 Subject to funding availability, there may be opportunities for additional one-off funding as part of the call-off process to support on elements such as special trips or activities. This funding is not guaranteed and providers applying to be on the Approved Provider List should do so based on being able to deliver a programme in line with the hourly rates submitted in their application.

- 7.4 Providers will be required to submit a correctly completed payment form following the completion of any work.
- 7.5 Payments will be made in at 70-30 format, where 70% of the grant will be paid prior to programme delivery, and the final 30% will be paid upon receipt of required data and other evaluation documents.
- 7.6 Training penalties: where there is non-attendance at centrally funded training or non-compliance/ active participation then the Provider will be invoiced directly for that training.
- 7.7 Activity penalties: Where there is non-attendance at centrally funded activities for participants of HAF programmes the Provider will be invoices directly for that provision. These activities are not always guaranteed and based upon available budget.

Safeguarding

- 8.1 The Provider will operate a service that safeguards Vulnerable Children and Adults and is compliant with the Council's requirements.
- 8.2 The provider will be required to have in place safeguarding arrangements that reflect the importance of safeguarding and promote the welfare of children and vulnerable adults, including:
- A clear line of accountability for the provision of services designed to safeguard and promote the welfare of children both participants and volunteers.
 - A culture of listening to children and parents taking account of their wishes and feelings, both in individual decisions and the development of services.
 - Clear whistleblowing procedures which are regularly reviewed as well as a culture that enables issues about safeguarding and promoting the welfare of children and vulnerable adults to be addressed.
 - Arrangements which set out clearly the processes for sharing information, with other professionals in compliance with Working Together, London Child Protection procedures and Greenwich Safeguarding Children Partnership guidance and procedures.
 - A designated named person(s) for safeguarding who has completed RBG safeguarding information training as a minimum. Their role is to support other professionals in the Service to recognise the needs of children and they should be given sufficient time, supervision and support to fulfil their responsibilities effectively.
 - Safe recruitment practices for any individuals (e.g. staff and volunteers) whom the organisation will permit to work regularly with children and vulnerable adults.

- New staff should receive a comprehensive induction to the Service which has a safeguarding focus and all staff to take part in safeguarding training that is appropriate to their role, this includes volunteers.
- The provider will make sure that their staff are competent to carry out their responsibilities for safeguarding and promoting the welfare of children.
- The Provider will have in place Did Not Attend Guidelines / Child not brought /Contact Policies and Procedures to help staff follow up those children and families who do not attend appointments or fail to engage. Analysis of those for DNA is required to inform service improvement.
- A comprehensive understanding of the latest RBG Social Care and Early Help Threshold guidance and any other relevant Guidance and its application to the Service.
- Clear policies, in line with those from the Greenwich Safeguarding Children Partnership for dealing with allegations against people who work with children, must be in place and regularly reviewed. Such policies should make a clear distinction between an allegation, a concern about the quality of care or practice or a complaint. An allegation may relate to a person who works with children who has:
 - behaved in a way that has harmed a child, or may have harmed a child;
 - possibly committed a criminal offence against or related to a child; or
 - behaved towards a child or children in a way that indicates they may pose a risk of harm to children.

The Provider will ensure that all staff [and volunteers](#) are aware of their responsibilities to take action to keep children and adults safe. This includes carrying out their duties in a way that is consistent with legislation, national guidance and the Greenwich Safeguarding Children Partnership and Safeguarding Adults Board Procedures.

The Provider will ensure all relevant staff [and volunteers](#) are able to participate fully in safeguarding meetings, protection planning and core groups.

The Provider will ensure all staff [and volunteers](#) are kept informed of the outcomes of Serious Case Reviews and Learning Reviews and will implement recommendations as required.

The Provider will undertake yearly safeguarding audits to demonstrate that they comply with the arrangements set out above.

The Provider will ensure that the correct ratios of children: adult are adhered to and a minimum of two staff are on site at all times

Any serious complaints or concerns including safeguarding should be referred to Local Authority's Designated Officer and may result in an immediate suspension of service until the matter has been resolved or closed. This

decision will be made in consultation with the Holiday Activity and Food programme manager.

Performance Management

- 9.1 Providers shall note that their continuation on the Approved Providers List will be subject to satisfactory performance and compliance with quality assurance standards as set out in the contract.
- 9.2 Providers on the Approved Providers List will need to submit data in line with the DfE requirements.

The following KPI's must be met:

No	Performance Measure	What is Measured	Target
1	A minimum of 2 provider staff attending and engaging in HAF mandatory training.	Attendance.	100%
2	A minimum of 1 staff attending network meetings before programme delivery.	Attendance.	100%
3	All policies and procedures are in place. (Safeguarding, Health and Safety, Insurance, Accessibility and inclusion and Ofsted registration where appropriate).	A commitment that policies will be in place on application for funding.	100%
4	CYP attending provision are eligible for and in receipt of benefits related FSM	Evidence from data collection and registration forms.	85%
5	A minimum of 1 hot meal per child, per 4 hours provided every day in line with School Food Standards.	Number of meals provided. Meal outline/menu.	100%
6	Increasing awareness of healthy eating, healthy lifestyles, and positive behaviours helping children to understand more about the benefits of healthy eating and nutrition into their programme <ul style="list-style-type: none"> getting children involved in food preparation and cooking 	Number of hours delivered. Session content.	100%

	<ul style="list-style-type: none"> growing fruit and vegetables taste tests discussing food and healthy eating during mealtimes including food and nutrition in other activities 		
7	Physical Activity which allows young people to achieve the recommended daily activity guidelines, provided for all participants.	Number of hours per day. Session content.	100%
8	Enrichment activities, which encourage new skills/knowledge development, provided for all participants.	Number of hours per week. Session content.	100%
9	All young people/families who require additional assistance are supported appropriately.	Inclusion steps outlined in session content plans.	100%
10	All young people and families signposted to other holiday/service support on completion of HAF intervention.	Evidence of signposting opportunities.	100%
11	All provider data return forms sent to Programme Manager within agreed timescale.	Submission dates met.	100%
12	Good Food in Greenwich Charter adopted (including Sugar Smart pledge).	Charter commitment made. Sugar Smart pledge agreed.	100%
13	Case study at the end the programme	Case study drafted to help publicise the programme and share good practice.	1 case study, written or through media

9.3 Providers will be expected to collect feedback from children and parents accessing their service and this information will be shared with the Council.

9.4 Providers may be asked to provide the Council with updates to Disclosure & Barring Service (DBS) certificates, insurance certificates and other relevant

documentation. Failure to do so may result in suspension from the list.

- 9.5 Correspondence should be sent to holiday-programme@royalgreenwich.gov.uk with “HAF Providers - Approved Provider List” in the heading.

Quality assurance

- 10.1 Providers must fully comply with all relevant legal obligations including planning, building control, health and safety, food safety, and public liability insurance.
- 10.2 All providers and the local authority will fully adhere to relevant legislation and insurance requirements.
- 10.3 The Council requires that the service is provided to the highest standards at all times. Performance will be monitored by the Authorised Officer.
- 10.4 It will be a commitment between the Council and the Provider to continuously improve the service to ensure the implementation of best practice and delivery of best value.
- 10.5 Monitoring will include, but may not be limited to:
- Gathering of feedback from service users (children, young people and parents) including complaints and/or receipt of compliments, and how complaints have been addressed
 - Planned visits by the Authorised Officer/Commissioning Officer(s) to the Provider’s registered address.
 - Unannounced visits to examine the quality of the service being delivered.
 - Monitoring arrangements will be agreed with the Provider.
 - Quality assurance and monitoring quality assurance will include, but not limited to, testing compliance with safeguarding and welfare, Provider policies and procedures, financial audits-etc.

**SCHEDULE 2
GRANT TERMS AND CONDITIONS**

GRANT AGREEMENT

THE ROYAL BOROUGH OF GREENWICH

and

THE RECIPIENT

Relating to:

Royal Greenwich Together: Holiday Food and Fun

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SCHEDULE

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THIS DEED is dated

2023

PARTIES

- (1) **THE ROYAL BOROUGH OF GREENWICH** whose principal address is at Woolwich Town Hall, Wellington Street, London. SE18 6PW (**Council**).
- (2) [REDACTED] whose principal address is at [REDACTED] (**Recipient**).

BACKGROUND

- (A) The Council is the recipient of the Department of Education (DfE) funding to co-ordinate a local Holiday Activities and Food Programme (HAF) and has requested support from the Recipient with regard to the delivery of the HAF.
- (B) The Council has received the DfE HAF funding upon the terms and conditions set out in Schedule I - Part B (**the DfE terms and conditions**).
- (C) The Council has agreed to pay the Grant to the Recipient to assist it in carrying out the Project.
- (D) This Agreement sets out the terms and conditions on which the Grant is made by the Council to the Recipient.
- (E) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded and that the Recipient does not cause the Council to breach the DfE terms and conditions in so far as they relate to the Grant.

AGREED TERMS

I. 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 date of this Agreement

Completion Date: the date the project is completed

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.

UK GDPR: the UK General Data Protection Regulation as defined in s3(10) of the Data Protection Act 2018.

Governing Body: the governing body of the Recipient including its directors or trustees.

Grant: the sum of £ [] ([] Pounds) 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 the Completion Date.

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.

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Funder is bound to comply.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

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.

Project: the project described in **Error! Reference source not found.** - Part A.

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

2. PURPOSE OF GRANT

- 2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement and the DfE Terms and conditions in so far as they relate the Grant. 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 Project without the Council's prior written agreement.

3. PAYMENT OF GRANT

- 3.1 Subject to clause 12, the Council shall pay the Grant to the Recipient in accordance with the payment schedule in Schedule 2, subject to the necessary funds being available when payment falls due. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds.
- 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 Project.
- 3.3 The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 3.4 The Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient.
- 3.5 The Recipient shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
- 3.6 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 the delivery of the Project in accordance with these terms and conditions and the DfE terms and conditions in so far as they relate to the Grant.
- 4.2 The Recipient agrees to pay London Living Wage to its staff. The Council is an Accredited Living Wage employer and is therefore committed to paying the London Living Wage to all paid staff, which is a requirement that we ask of all projects/ activities funded by the Council.

- 4.3 The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.4 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 forthwith or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 4.5 Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project 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. ACCOUNTS AND RECORDS

- 5.1 The Grant shall be shown in the Recipient's accounts as a restricted fund and shall not be included under general funds.
- 5.2 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it as notified by the Council to the Recipient to ensure that the Council is able to comply with the Council's reporting requirement to the DfE in relation to the HAF Funding.
- 5.3 The Recipient 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 shall have the right to review, at the Council's 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.
- 5.4 The Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 5.5 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.

6. MONITORING AND REPORTING

- 6.1 The Recipient shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 6.2 The Recipient shall provide the Council with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in such formats as the Council may reasonably require. The Recipient shall provide the Council with each report within

three months of the last day of the quarter to which it relates.

- 6.3 Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its financial reports together with details of what that funding has been used for.
- 6.4 Along with its first quarterly financial report, the Recipient shall provide the Council with a risk register and insurance review in the format provided by the Council. The Recipient shall address the health and safety of its staff in the risk register.
- 6.5 The Recipient shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.6 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.7 The Recipient shall permit any person authorised by the Council for the purpose to visit the Recipient once every quarter 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.
- 6.8 The Recipient shall provide the Council with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

7. ACKNOWLEDGMENT AND PUBLICITY

- 7.1 The Recipient shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of the Council as the source of the Grant.
- 7.2 The Recipient shall not publish any material referring to the Project or the Council without the prior written agreement of the Council. The Recipient shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.
- 7.3 In using the Council's name and logo, the Recipient shall comply with all reasonable branding guidelines issued by the Council from time to time.
- 7.4 The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council.

- 7.5 The Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.
- 7.6 The Recipient shall comply with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Council and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Council or the Recipient before the Commencement Date or developed by either party during the Grant Period, shall remain the property of that party.
- 8.2 Where the Council has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its 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.

9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the Grant Period 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 the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 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;
 - (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 the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10. FREEDOM OF INFORMATION

- 10.1 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**).
- 10.2 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;
 - (c) provide the Council with a copy of all information belonging to the Council requested in the request for information 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; and
 - (d) not respond directly to a request for information unless authorised in writing to do so by the Council.
- 10.3 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 the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) 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.

11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

12. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 12.1 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 Project does not start within 6 months of the Commencement Date and the Recipient has failed to provide the Council with a reasonable explanation for the delay;
 - (c) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;
 - (d) the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;
 - (e) the Recipient obtains duplicate funding from a third party for the Project;

- (f) 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 Project or the Council into disrepute;
- (g) the Recipient provides the Council with any materially misleading or inaccurate information;
- (h) the Recipient commits or committed a Prohibited Act;
- (i) any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project 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;
- (j) 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);
- (k) 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
- (l) 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 30 days of receiving written notice detailing the failure.

12.2 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.

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

12.4 Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project 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.

13. EQUALITY AND DIVERSITY

13.1 The Recipient shall:

- (a) perform its obligations under this Agreement (including those in relation to the Project) in accordance with:
 - (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) The Council's equality and diversity policy as provided to the Recipient from time to time; and

- (iii) any other requirements and instructions which the Council reasonably imposes in connection with any equality obligations imposed on the Council at any time under applicable equality Law; and
- (b) take all necessary steps, and inform the Council of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

14. HUMAN RIGHTS

- 14.1 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).
- 14.2 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.

15. LIMITATION OF LIABILITY

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, 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 Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 0, the Council's liability under this Agreement is limited to the payment of the Grant.

16. WARRANTIES

The Recipient warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project (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 Project;
- (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.

17. INSURANCE

- 17.1 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 (the **Required Insurances**).
- 17.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and
 - (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by the Recipient, whichever is longer.
- 18.2 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.

19. TERMINATION

The Council may terminate this Agreement and any Grant payments on giving the Recipient one month written notice should it be required to do so by financial restraints or for any other reason.

20. 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 Project, transfer or pay to any other person any part of the Grant.

21. 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.

22. 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 personally delivered, [e-mailed,] or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered [or if e-mailed] all such communications 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 mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. DISPUTE RESOLUTION

- 23.1 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 Project Manager or any other individual nominated by the Council from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Chair of Governors of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.
- 23.3 In the absence of agreement under clause 23.1, the parties may seek to resolve the matter through mediation under the CEDR 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.

24. 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.

25. 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.

26. 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.

27. 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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

1. Schedule I

DfE terms and conditions:

Link:

[DfE Terms and Conditions](#)

2. Schedule 2 - Payment Schedule

Part A: Funding Calculation

Funding will be calculated based on the Provider's bid for number of spaces, length of the programme, and category of provision.

Part B: Invoice Schedule

Invoices will be paid in two instalments. The first 70% of the grant will be paid ahead of programme delivery. The final 30% will be paid once all KPIs are met and evidenced.

SCHEDULE 3
DATA PROCESSING

1. The Provider shall comply with any further written instructions with respect of processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.
3. PROCESSING BY THE Provider.

Description	Details
Subject matter of the processing	Children and Young People who attend the Royal Borough of Greenwich: Holiday Food and Fun programme
Duration of the processing	Duration of the programme delivery periods.
Nature and purposes of the processing	Information is collected for the purposes of: <ul style="list-style-type: none"> - Ensuring the delivery of a safe programme that meets the needs of the individual and community - Reporting requirements to the Department for Education as part of the grant conditions Reporting to Department for Education
Type of Personal Data	Free School Meal eligibility, Information relating to the child's special educational needs and disability, School, Ethnicity, Date of Birth, Gender, Address, Attendance
Categories of Personal Data	Special categories of personal data include: Ethnicity – as part of monitoring equality of access to provision Health data – information will be collected on the health needs of children and young people in order to ensure their safety and

	wellbeing during their time at the programme
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Return in password protected file following GDPR.

SCHEDULE 4
DETAILS OF CONTACTS

Administrator: HAF Programme Manager

Name: Emma Eaves-Anderson

Address: 35 Wellington St, London SE18 6HQ

Telephone number: 07592 386498

E-mail address: holiday-programme@royalgreenwich.gov.uk

Provider's Representative:

Name: **Provider contact name**

Address: **[leave blank for the provider to advise]**

Telephone number: **xxxxxx**

E-mail address: **xxxxxx**

SCHEDULE 5
COMMERCIALLY SENSITIVE INFORMATION

SCHEDULE 6
PROVIDER'S RESPONSE

Provider details

Signed for an on behalf of the
**ROYAL BOROUGH OF
GREENWICH.**

.....
Authorised Signatory

Signed for an on behalf of the
Name: []

.....
[Insert position]