



**MANCHESTER
CITY COUNCIL**

Manchester City Council

**Directorate of Children and Education
Services**

Application Pack

For

**Childcare Expansion Capital Grant
2023-24**

Wraparound Childcare Provision

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Glossary of Terms

Assessment Panel	the MCC CEC 2023-24 Grant Assessment Panel
CEC 2023-24 Grant	DfE Childcare Expansion Capital Grant 2023-24
DCE	Directorate of Children and Education Services
DfE	Department for Education
ExEY	Expanded 30-hours entitlement for qualifying working parents (from the term following the child reaching 9-months to the term in which they turn 3-years old)
MCC	Manchester City Council
OFSTED	Ofsted Childcare Register
PVI	Private Voluntary & Independent
SEND	Special Educational Needs and Disabilities
WAC	Wraparound childcare for primary-school aged children

1 INTRODUCTION AND BACKGROUND

This application pack has been produced by MCC for the Private, Voluntary and Independent (PVI) childcare sector, schools and academies (together referred to as “Providers”). For the purpose of this application pack, references to a “Provider” are to the individual or organisation which is making the application to MCC for the award of CEC 2023-24 Grant. **Providers are asked to note that this application pack only relates to applications for the award of CEC 2023-24 Grant to fund Wraparound Childcare (WAC) Projects.**

The Wraparound Childcare Programme was announced as part of the Spring Budget, 2023. Its aim is that by 2026 all parents and carers of primary-school aged children who need it will be able to access term time childcare in their local area from 8am to 6pm, so that parents can access employment and improve labour market participation.

The Department of Education (DFE) are providing £100m of capital funding nationally to support local authorities in delivering the expansion of the 30 hours working parent entitlement for working families and of wraparound provision for primary-school aged children.

Further information in respect of CEC 2023-24 Grant can be found here:

<https://www.gov.uk/government/publications/childcare-expansion-capital-grant-funding>

Childcare Expansion Capital Funding

MCC has approximately £30,000 of CEC 2023-24 Grant to be applied for which is to be used to meet the capital costs associated with projects (the “**Projects**”) that help to increase the supply of wraparound childcare for primary-school aged children who attend schools located within the City of Manchester (“**WAC Projects**”).

MCC is committed to developing high quality wraparound childcare provision. This application pack aims to give Providers information and guidance on:

- Eligibility and criteria to access CEC 2023-24 Grant capital funding for delivery of a WAC Project;
- MCC funding processes and requirements for awarding CEC 2023-24 Grant for a WAC Project;
- MCC monitoring and management arrangements for CEC 2023-24 Grant awards for delivery of a WAC Project.

Background information about the importance for MCC of wraparound childcare for primary-school aged children who attend schools located within the City of Manchester can be found in Annex A.

If you are an eligible Provider for the award of CEC 2023-24 Grant funding your WAC Project, this pack includes the necessary application forms and/or links to enable you to apply.

Please ensure you read this Application Pack in its entirety before applying.

Please note that these guidance notes in respect of MCC’s award of CEC 2023-24 Grant are not exhaustive and additional guidance may be issued by MCC. Any additional guidance which is issued by MCC will be provided via established communication mechanisms.

2 APPLICATION PROCESS FOR CEC 2023-24 GRANT FOR WAC PROJECTS

2.1 Who can apply?

Early years and out of school childcare providers in the private, voluntary and independent sector, together with schools & academies (together referred to as “**Providers**”), who have Projects that will increase the supply of WAC places for primary-school aged children who attend schools within the City of Manchester by September 2025 (“**WAC Projects**”). All providers must meet the mandatory criteria as set out in paragraph 3.2 before their application will be assessed.

Examples of appropriate WAC Projects:

- WAC Projects that enable the creation of new WAC places and/or increase access to WAC places (where suitability of space may be a concern);
- WAC Projects that adapt, re-model or improve existing WAC provision to make them suitable for a wider range of needs;
- Purchasing fixed assets required to deliver WAC provision.

These could be achieved through:

- Building modifications to enable use of space outside main school/setting operating hours, e.g., secure external access, outside lighting to enable outdoor space to be used year-round;
- Building modifications to adapt space for use to deliver inclusive WAC;
- Improvements to storage;
- New physical assets such as equipment (including outdoor play equipment) which enhance inclusion.

To be considered capital expenditure, the asset must bring an economic benefit, and be able to be depreciated, over more than one financial year.

Exclusions

CEC 2023-24 Grant will not be provided by MCC to support the delivery of WAC Projects which involve:

- Routine maintenance or refurbishment of premises;
- Capital works to maintain and improve the condition of the school estate, which should be covered by DfE Devolved Formula Capital funding (DFC), the Condition Improvement Fund (CIF) or School Conditions Allocations (SCA);
- Childcare providers not providing WAC places.

Where MCC is being asked to award CEC 2023-24 Grant to a childcare Provider with domestic premises on site (including childminders, childcare on domestic premises or other provision where the provision is situated in or alongside domestic premises), MCC will need to be provided with sufficient information to understand the nature of what is being requested and why. Unless there are exceptional circumstances, MCC will not award CEC 2023-24 Grant for general refurbishment, replacement or repairs of fittings within domestic premises.

CEC 2023-24 Grant is provided by MCC for capital purposes only and **cannot** be used for revenue expenditure of any kind, such as training or staff costs, resources/assets that do not meet the definition of capital expenditure given above. Providers can apply separately for funding to cover these costs through MCC WAC 2023-26 Revenue Grant.

2.2 Timeline

The deadline for CEC 2023-24 Grant applications is 12 noon, Monday 3rd February 2025.

Future rounds of CEC 2023-24 funding for WAC Projects *may* be available if:

- Not all CEC 2023-24 capital funding for WAC Projects is allocated in Round 1 and/or
- Specific geographical areas within the City of Manchester have not had suitable solutions for additional WAC places addressed and/or
- A new high priority need for additional WAC places has been identified

Information on any further rounds of funding will be promoted via established communication mechanisms.

MCC will endeavour to advise all applicants of the outcome of their CEC 2023-24 Grant application within 2 weeks after the applications deadline.

2.3 How to apply

If you are making an application for CEC 2023-24 Grant for delivery of a WAC Project, you are required to submit a completed application form via Microsoft Forms.

Complete the [MCC WAC Project Application Microsoft Form](#) (link also in Annex B) and submit all additional documentation to wraparoundchildcare@manchester.gov.uk with the subject heading "Provider Name: WAC Expansion Application Supporting Documents" clearly stating each supporting document you are submitting. A short guide on how to complete the application form can be found in Annex C of this pack.

Questions regarding applications must be sent to the WAC Project Manager via wraparoundchildcare@manchester.gov.uk and these will be answered within 5 working days of submission. The deadline for submitting questions is 12 noon Monday 20th January 2025.

2.4 Financial Considerations

It is important for applicants to consider the future financial consequences of any development they are planning to fund through CEC 2023-24 Grant. For example, where there are changes to the size of the Provider's Premises there could be rental, or business rates increase or higher staff or other costs.

Applicants may also need to incur fees if planning permission and/or Building Regulation consent is required in order to carry out works to the Provider's Premises and fees may also be incurred if the applicant needs to seek professional advice. These costs should be clearly identified and included in your application for CEC 2023-24 Grant. [MCC may award a CEC 2023-24 Grant "in principle", based on a Provider obtaining necessary planning permission etc. An advance payment of CEC 2023-24 Grant to contribute towards a Provider's initial costs may be agreed with a final award of the full agreed amount of CEC 2023-24 Grant being subject to the Provider obtaining all necessary approvals (and, where appropriate, further consideration of the Project by the Assessment Panel)].

Please also note that if the applicant is proposing to carry out works to Premises which they own, there may be a capital gains tax liability. The applicant should be aware of all tax consequences arising from the receipt of CEC 2023-24 Grant funding and seek appropriate independent financial, legal, and other professional advice.

It is recommended that for all capital projects, a contingency allowance of between 5-10% should be included in overall Project costs. Technical variations that occur during the course of a building project on site should be managed through this contingency and will not require prior approval if the Project is being managed within budget. Where there are fundamental variations or changes to the Project these will need subsequent approval and can only be made in writing and must not be implemented until approval from MCC has been received, in writing.

Any contingency funding remaining at the completion of the Project will be retained by MCC.

2.5 Supporting Documents

The following supporting documents are required to be submitted along with your application. The stage at which these documents will be assessed is also identified. More information can be found in Annex C of this pack.

Failure to submit the below documents will result in your application being rejected.

Stage 1

- At least 2 years financial accounts demonstrating profit and loss at year end which will be reviewed in a Financial Viability Assessment
- Evidence of Public Liability Insurance cover for £5m
- Evidence of Employer's Liability Insurance cover for £5m
- Evidence of the Provider's right to occupy the Premises for the purpose of the delivery of WAC.
- Evidence of the Provider's ownership/leasehold of the Premises.
There should be no issues with the Premises (for example, covenants and conditions, charges, or third-party rights / interests) which will interfere with the purpose of the CEC 2023-24 Grant, or which may prejudice the terms and conditions applying.
Where the Provider is not the registered legal owner of the freehold or the leasehold interest in the Premises at HM Land Registry:
 - the Provider must have a lease of the Premises with an unexpired term of not less than 3 years as at the date the CEC 2023-24 Grant is made.
 - the Provider must have obtained any necessary consents and approvals from their Landlord/ third parties to allow the proposed works to the Premises to proceed.
- Vehicle Insurance (where provision is dependent upon vehicle use)
- Two quotes or estimates from appropriate suppliers or contractors

Stage 2

- A SEND policy which supports your demonstration of how funding will increase the availability of WAC places, or make provision more accessible, for children with additional needs.
- A project plan with specifications showing timescales and capital works to be carried out
- A profit and loss forecast – a template can be downloaded [here](#)

This list is not exhaustive and further information and other documents may be requested at any stage of the application process.

Please note that where MCC is the Provider's Landlord of the Premises the Provider will need to make a separate application to MCC for consent, under the terms of your lease of the Premises, in respect of the Provider's proposals to carry out a WAC Project at the Premises.

The Provider should, in the first instance and with details of your WAC Project proposals, contact:

Corporate Property
PO Box 532
Manchester
M60 2LA
Tel No: 07879 666764
Contact: Paul Edgeworth
e-mail: paul.edgeworth@manchester.gov.uk

MCC may need to obtain the consent of its own superior landlord to your WAC Project proposals and there may be a fee incurred in such respect.

Providers will be expected to meet all costs incurred in respect of all such consents.

3 CEC 2023-24 GRANT APPLICATION ASSESSMENT FOR WAC PROJECTS

3.1 CEC 2023-24 Grant – General Principles

MCC is committed to ensuring that the CEC 2023-24 Grant for WAC Projects is available to all eligible Providers of WAC places for primary schools located in the City of Manchester without discrimination, and that the process is open, fair, and inclusive. Applications for both CEC 2023-24 Grant and WAC 2023-26 Revenue Grant will be reviewed together. This is intended to make the application process easier for providers, through a single form, and more straightforward when considering the number of WAC places being created by providers who apply for both Grants. It will also make assessment of cost per place easier when considering the total amount of Grant funding being applied for.

Applications will be assessed in 2 stages.

Stage 1 involves initial review of your application. This will ensure all applications meet the mandatory criteria which are outlined below.

Stage 2 involves scoring of applications by an Assessment Panel of MCC officers, consisting of:

- Schools Quality Assurance and SEND Officer
- Corporate Estates Officer
- Schools Finance Officer
- Early Years Quality Assurance Officer

Other MCC officers may be included as panel representatives or called upon to provide professional input, as appropriate or required.

CEC 2023-24 Grant applications for WAC Projects will be graded and assessed by the Assessment Panel based on all outlined criteria set out in paragraph 3.3 below.

It is expected the maximum number of CEC 2023-24 Grant awards made will be 30. The maximum amount of CEC 2023-24 Grant awarded in any one grant shall be £5,000.

3.2 Assessment Stage 1 Mandatory CEC 2023-24 Grant Award Criteria

Applications will be reviewed in Stage 1 of the assessment process to ensure they meet the below mandatory criteria. You will be required to submit supporting documents to evidence your answers in this section. Failure to meet the mandatory criteria will result in rejection of your application at Stage 1.

- Providers intending to deliver WAC Projects must be registered with OFSTED and should be rated outstanding or good (where judgement is met/unmet, OFSTED judgement must be 'Met'). If you have not yet been inspected, or if your last inspection did not achieve good or 'met', MCC WAC Team will seek advice from MCC QA officers regarding the quality of your provision. Expectations on quality for WAC provision are set out in the [National Childcare Wraparound Programme Handbook](#)
- Providers must pass financial viability checks through submission of 2 years financial accounts. Robust financial checks will be completed on the information provided. The panel reserve the right to request further information which if not provided may hinder your application.
- Providers must be set up to receive Tax-Free Childcare & Universal Credit to support parents with childcare costs.
- Providers must have Public Liability Insurance cover for £5m
- Providers must have Employer's Liability Insurance cover for £5m

- Providers must have the right to occupy the Premises for the purpose of the delivery of WAC.
- Providers must provide evidence of their ownership/leasehold of the Premises. There should be no issues with the Premises (for example, covenants and conditions, charges, or third-party rights / interests) which will interfere with the purpose of the CEC 2023-24 Grant, or which may prejudice the terms and conditions applying. Where the Provider is not the registered legal owner of the freehold or the leasehold interest in the Premises at HM Land Registry:
 - the Provider must have a lease of the Premises with an unexpired term of not less than 3 years as at the date the CEC 2023-24 Grant is made.
 - the Provider must have obtained any necessary consents and approvals from their Landlord/ third parties to allow the proposed works to the Premises to proceed.
- Providers must have obtained two quotes or estimates from appropriate suppliers or contractors
- Providers must have Vehicle Insurance (where provision is dependent upon vehicle use)

3.3 Assessment Stage 2 CEC 2023-24 Grant Award Scoring Principles

Stage 2 of the assessment process asks 6 questions based on the below priorities which are weighted, the answers to which will be reviewed by the Assessment Panel. Each answer will be given a raw score from 1-5 (see below for guidance on scoring for each question). These raw scores hold different weight based on the priority MCC has given to each question. The weighting of these scores will be applied to give a final weighted score out of 5. Weighted scores will be ranked, and funding will be granted to the highest ranked providers, working down the rankings until all funding has been committed.

- MCC will use the CEC 2023-24 Grant to support Projects which demonstrate how they will increase the availability of WAC places, or enable the Provider setting to make provision more accessible, for children with additional needs. (25%)
To support your answer, you must submit your SEND policy to wraparoundchildcare@manchester.gov.uk.
- MCC will use the CEC 2023-24 Grant to support Projects which demonstrate the long-term financial sustainability of the proposed additional WAC places. (20%)
To support your answer, you must submit a completed profit & loss forecast (based on the funding you are applying for and places you propose to create) to wraparoundchildcare@manchester.gov.uk with your provider/setting name clearly identifiable. A template version can be downloaded [here](#).
- MCC will use the CEC 2023-24 Grant to prioritise Projects with a low average cost per WAC place, which does not exceed £3,000. (20%)
You will be asked how much funding you are applying for in total, and how many new or additional WAC places you propose to create. The total funding amount will then be divided by the number of WAC places you propose to create to calculate the average cost per WAC place.
- MCC will use the CEC 2023-24 Grant to prioritise Projects which offer simple solutions that can deliver additional WAC places within 3 months of Grant approval. (15%)
To support your answer, you must submit a project plan with specifications of works to be carried out to wraparoundchildcare@manchester.gov.uk

- MCC will use the CEC 2023-24 Grant to prioritise Projects which will cater for unmet demand (current or expected) or identified gaps in the WAC offer in respect of primary schools located in the City of Manchester, and which will not have a negative impact on existing provision. (15%)
- MCC will use the CEC 2023-24 Grant to support Projects which demonstrate a contribution of their own monies towards the WAC Project. (5%)

Question	Weighting	Scoring Principles
<p><i>MCC will use the CEC 2023-24 Grant to support Projects which demonstrate how they will increase the availability of WAC places, or enable the Provider setting to make provision more accessible, for children with additional needs.</i></p> <p>Please demonstrate how the proposed grant funding will contribute to an increase in availability and/or accessibility of WAC places for children with additional needs.</p> <p>To support your answer, you must submit your SEND policy to wraparoundchildcare@manchester.gov.uk.</p>	25%	<p>1 – Inadequate inclusion of relevant information.</p> <p>2 – Relevant but superficial response which fails to demonstrate how WAC places will be made more available/accessible for children with additional needs.</p> <p>3 – A response which is relevant and demonstrates at a basic level how WAC places will be made more available/accessible for children with additional needs.</p> <p>4 – A good response which demonstrates clearly and with some detail how WAC places will be made more available/accessible for children with additional needs.</p> <p>5 – A full response which demonstrates clearly and in great detail how WAC places will be made more available/accessible for children with additional needs.</p>
<p><i>MCC will use the CEC 2023-24 Grant to support Projects which demonstrate the long-term financial sustainability of the proposed additional WAC places.</i></p> <p>Please identify how soon you expect the new or additional WAC places to become financially sustainable and demonstrate how you will achieve this. To support your answer, you must submit a completed profit & loss forecast (based on the funding</p>	20%	<p>1 – Answer shows financial sustainability will not be achieved until month 12.</p> <p>2 – Answer shows financial sustainability will be achieved between months 9-11.</p> <p>3 – Answer shows financial sustainability will be achieved between months 6-8.</p> <p>4 – Answer shows financial sustainability will be achieved between months 4-5.</p> <p>5 – Answer shows financial sustainability will be achieved within 3 months.</p>

<p>you are applying for and places you propose to create) to wraparoundchildcare@manchester.gov.uk</p>		
<p><i>MCC will use the CEC 2023-24 Grant to prioritise Projects with a low average cost per WAC place, which <u>does not exceed</u> £3,000.</i></p> <p>Please identify the total Grant Funding you are applying for and the number of new or additional WAC places you propose to create.</p>	20%	<p>1 – Cost per place is above £3,000.00</p> <p>2 – Cost per place is between £2,200.01-£3,000.00</p> <p>3 – Cost per place is between £1,600.01-£2,200.00</p> <p>4 – Cost per place is between £1,000.00-£1,600.00</p> <p>5 – Cost per place is below £1,000.00</p>
<p><i>MCC will use the CEC 2023-24 Grant to prioritise Projects which offer simple solutions that can deliver additional WAC places within 3 months of Grant approval.</i></p> <p>Please outline your proposed timescales from start to completion for your WAC Project together with any phasing required.</p> <p>To support your answer, you must submit a project plan (with specifications of works to be carried out for capital projects) to wraparoundchildcare@manchester.gov.uk</p>	15%	<p>1 – Project plan shows new or additional WAC places will be available from month 11.</p> <p>2 – Project plan shows new or additional WAC places will be available from month 8-11.</p> <p>3 – Project plan shows new or additional WAC places will be available from month 5-8.</p> <p>4 – Project plan shows new or additional WAC places will be available from month 3-5.</p> <p>5 – Project plan shows new or additional WAC places will be available within 3 months.</p>
<p><i>MCC will use the CEC 2023-24 Grant to prioritise Projects which will cater for unmet demand (current or expected) or identified gaps in the WAC offer in respect of primary schools located in the City of Manchester, and which will not have a negative impact on existing provision.</i></p> <p>Please identify the school(s)/area(s) which will benefit from the proposed</p>	15%	<p>1 – Inadequate inclusion of relevant information and/or disregard for the impact on existing WAC provision.</p> <p>2 – Relevant but superficial response which fails to demonstrate how the proposed new or additional WAC places will meet unmet demand in the area(s) identified.</p> <p>3 – A response which is relevant and demonstrates at a basic level how the proposed new or additional WAC places</p>

<p>Grant funding and demonstrate how this will meet unmet demand, without negatively impacting existing provision in the area(s).</p>		<p>will meet unmet demand in the area(s) identified.</p> <p>4 – A good response which demonstrates clearly and with some detail how the proposed new or additional WAC places will meet unmet demand in the area(s) identified.</p> <p>5 – A full response which demonstrates clearly and in great detail how the proposed new or additional WAC places will meet unmet demand in the area(s) identified.</p>
<p><i>MCC will use the CEC 2023-24 Grant to support Projects which demonstrate a contribution of their own monies towards the WAC Project.</i></p> <p>Please list the amount that you intend to contribute to the costs of delivery of this WAC Project.</p>	<p>5%</p>	<p>1 – No contribution of Provider’s own monies is identified.</p> <p>2 – Between 1-5% of total funding request will be contributed.</p> <p>3 – Between 6-15% of total funding request will be contributed.</p> <p>4 – Between 16-25% of total funding request will be contributed.</p> <p>5 – Over 25% of total funding request will be contributed.</p>

3.4 Terms & conditions of approved CEC 2023-24 Grant funding for WAC Projects

If you are successful in your application for CEC 2023-24 Grant to fund a WAC Project, you will receive a letter confirming that your application has been successful.

Manchester City Council considers that the award of CEC 2023-24 Grant is likely to be a MCC Subsidy to each of the individual enterprises which will receive an award of CEC 2023-24 Grant. MCC therefore needs to ensure that its proposed award of MCC Subsidy by way of WAC 2023-26 Grant to an individual enterprise is made in compliance with the requirements of the Subsidy Control Act 2022 (SCA).

Minimal Financial Assistance (MFA) allows public authorities to award low-value subsidies without needing to comply with the majority of the subsidy control requirements of the SCA. MFA has a financial threshold so no individual enterprise can receive more than £315,000 of MFA Subsidy over the applicable period. The applicable period for the calculation of MFA is the elapsed part of the current financial year (that is, from 1 April), and the two financial years immediately preceding the current financial year.

MCC is proposing to make awards of CEC 2023-24 Grant to individual enterprises by way of MFA Subsidy. This means that MCC will need to send each individual enterprise to which MCC is proposing to make an award of CEC 2023-24 Grant a MFA Notification which sets out the amount of CEC 2023-24 Grant which MCC is proposing to make available to the individual enterprise and the fact that MCC is proposing to make this award of CEC 2023-24 Grant to the individual enterprise as MFA Subsidy. MCC will require the individual enterprise to return

a signed confirmation to MCC that the proposed award of MCC Subsidy which is set out in the MFA Notification can be made as an MFA Subsidy.

You will then receive a MCC CEC 2023-24 WAC Project Grant Funding Agreement which will detail the amount of the CEC 2023-24 Grant and conditions of funding.

All MCC CEC 2023-24 Grant awards to support the delivery of WAC Projects will be subject to a requirement for the Provider to enter into a written Capital Grant Agreement in the form of the MCC Template CEC 2023-24 WAC Project Grant Funding Agreement attached at Annex D. The MCC Template CEC 2023-24 WAC Project Grant Funding Agreement sets out the circumstances in which MCC may seek to “claw back” MCC CEC 2023-24 Grant where a Provider fails to comply with MCC CEC 2023-24 Grant award conditions. This should be read carefully and independent legal advice sought by the Provider if you are unsure of any of the terms. Applications are made on the basis of acceptance of these terms.

On receipt of a MCC CEC 2023-24 WAC Project Grant Funding Agreement, you have 14 days to sign and return the MCC CEC 2023-24 WAC Project Grant Funding Agreement to wraparoundchildcare@manchester.gov.uk, or the MCC CEC 2023-24 Grant offer to support the delivery of your WAC Project will lapse.

Please note: applicants for CEC 2023-24 Grant funding to support the delivery of WAC Projects should not assume that CEC 2023-24 Grant funding will be available, or make commitments on the understanding that CEC 2023-24 Grant funding will be available, until they have received **written** confirmation of the success of their application for CEC 2023-24 Grant funding **AND** a formal MCC CEC WAC Project Grant Funding Agreement has been completed by the Provider. You or your professional advisers will be notified when the MCC CEC 2023-24 WAC Project Grant Funding Agreement has been completed. Please do not assume the MCC CEC 2023-24 WAC Project Grant Funding Agreement has been completed until you or your professional advisers have received such notification.

3.5 Appeals procedure

Upon receipt of the CEC 2023-24 Grant notification letter for a WAC Project, unsuccessful applicants for CEC 2023-24 Grant for a WAC Project will have 14 days to submit an appeal to MCC. The appeal will be considered by a senior MCC Children’s Services officer, and the decision communicated to you in writing within 14 days of the date of consideration of your appeal.

4 FINANCE AND ADMINISTRATION ARRANGEMENTS

4.1 Financial Processes

Payment of CEC 2023-24 Grant for a WAC Project by MCC Finance will be made in regular instalments based on project timelines and key WAC Project milestones achieved, and invoices received and approved by MCC Finance.

The CEC 2023-24 Grant is to be used by the Provider solely for the purposes of the delivery of the WAC project detailed and agreed in the Provider's WAC Project application. Fundamental variations or changes to the Provider's WAC Project can only be made by application in writing by the Provider to the WAC Project Manager and must not be implemented by the Provider until approval from MCC has been received, in writing.

CEC 2023-24 Grants for WAC Projects will be paid directly by MCC Finance to the Provider organisation detailed on the application form for WAC Projects that are self-managed.

MCC reserves the right to inspect and/or certify any/all capital works in respect of WAC Projects against invoices/certificates provided prior to payment to the Provider of CEC 2023-24 Grant.

4.2 Contractors and Project Delivery

On MCC owned Premises, MCC reserves the right to inspect and/or certify all aspects of the planned work including the design, procurement, management, and implementation of the capital works for a WAC Project.

Providers must ensure that construction projects including landscaping are undertaken by suitably qualified building contractors in terms of competence, experience, capacity and financial stability, for the proposed works.

Where Providers are employing construction consultants (e.g. Architects, Quantity Surveyors and Engineers) there is a need to ensure they are appropriately qualified and insured.

4.3 Monitoring

Each individual WAC Project will be monitored by MCC to ensure WAC places are being delivered and all Providers will be required to submit an End of CEC 2023-24 Grant Monitoring Form to indicate Project closure and to provide a measure of the impact of their individual WAC Project.

Failure of a Provider to complete the CEC 2023-24 monitoring forms or take part in the monitoring process may result in the CEC 2023-24 Grant funding being reclaimed by MCC.

MCC, through its Corporate Technical Services Team, shall have the right to:

- (a) carry out quality spot checks on WAC Project capital works to ensure compliance and adherence to application submissions in respect of cost and quality of works undertaken.
- (b) monitor the progress of the WAC Project works.
- (c) inspect the Provider's Premises and the WAC Project works being undertaken.

Annex A - Background information

Manchester's thriving economy

Manchester, and especially the city centre, plays a leading role in Greater Manchester's economy which with an £86 billion a year GDP is of a similar size to those of major world regional cities such as Vancouver, Lyon and Rotterdam and slightly larger than Birmingham's. Between 2011 and 2021 Manchester's GDP per capita, a measure of output, has increased by 44 per cent from £35,739 to £51,330 – the largest increase of any of the UK's major cities and any Greater Manchester district. The number of businesses has gone up from around 17,000 to around 23,500 between 2011 and 2021 and the number of employees from 350,000 to 426,000 between 2011 and 2022.

70,000 new jobs are expected to be created because of current developments happening in Manchester and annually the city sees in the region of 3,000 new jobs created. Between 2023 – 2026 Greater Manchester is expected to have construction output of £17.5m with Manchester alone responsible for £8m of output.

Manchester aims to be in the top-flight of world-class cities with a dynamic economy and highly skilled people; we will be well-connected, limiting climate change and all will feel safe and live well in our attractive and welcoming city. We have reset our priorities up to 2025, refocusing on the challenges – putting equality, inclusion, and sustainability centre stage – with renewed focus on young people, our economy, health, housing, our environment, and infrastructure.

Through each priority runs Manchester's commitment to build a fairer city for everyone who lives, works, volunteers, studies or plays here.

Only by working together, finding creative solutions, understanding and tackling inequalities and giving support where it's most needed, can we achieve our priorities and vision, take pride in our people and places, and support everyone to live fulfilling, happy and healthy lives. (Our Manchester Strategy 2023-2026).

See also [Manchester's State of the City Report](#)

The important role of childcare in Manchester

High quality childcare and early learning opportunities are key to improving outcomes for children. Manchester boasts 95% of its early years childcare as good or outstanding, as judged by OFSTED.

Following the roll out of the expanded offer to 2-year-olds in April 2024, Manchester City Council is keen to ensure that there is sufficient childcare available to meet demand from September 2024 when the scheme will extend to include children aged 9 months and above and from September 2025 when the amount of government funded hours available will increase from 15 to 30.

As part of the Government's National Wraparound Childcare Programme, all working parents with children in primary school should have access to childcare before and after the school day from 8am until 6pm during term time.

Officers routinely monitor the availability of childcare and early learning opportunities across the city to ensure that there is sufficient provision available to meet immediate demand and to plan for any changes to potential future demand.

Demand for the expanded childcare offer is likely to be seen everywhere in the city. Planned changes to the benefits system coupled with the cost-of-living crisis and the increased availability of government funded childcare is likely to result in more demand for childcare from parents/carers seeking to access employment.

Whilst MCC expects demand for WAC to increase across the city, initial data suggests that the highest levels of demand will be found in the wards listed below (in alphabetical order).

- Baguley
- Burnage
- Chorlton Park
- Clayton & Openshaw
- Crumpsall
- Didsbury East
- Didsbury West
- Gorton & Abbey Hey
- Harpurhey
- Higher Blackley
- Levenshulme
- Longsight
- Moston
- Sharston
- Whalley Range

Annex B – Application Form

To apply for CEC WAC Grant 2024-25, please complete and submit an application on Microsoft Forms, following this link: <https://forms.office.com/e/8w8TNverq6>

Annex C: MCC CEC 2023-24 WAC Project Capital Grant Additional Information

How to complete the Microsoft Form

You must submit an application form for each provision you intend on creating/expanding. E.g., where a Provider is seeking to expand WAC provision at multiple settings, they should submit an application for each setting.

The form is split into 4 sections:

1. Applicant Details
2. Assessment Stage 1 Mandatory Criteria
3. Assessment Stage 2 Weighted Criteria
4. Legal Considerations

Section 1. Applicant Details

These questions ask for information about the Provider. Answers in this section will not be scored but will give context to the application.

1. Your name
2. Your email address – so we can contact you with the outcome of your application
3. Your role/position
4. The name of the Provider that will deliver the childcare
5. Post Code of Provider – so we can verify your address
6. Address where the provision will run (e.g. school address if being run by Provider onsite)
7. Provider website (if applicable).
8. Company registration number (if applicable).
9. Your current childcare offer. You should include:
 - whether you provide before-school childcare, after-school childcare or both
 - the times you offer childcare
 - the primary school(s) you serve
 - where the provision is run (on school site, at out of school setting location, other)
 - any transport arrangements included where applicable e.g. walking bus, minibus
 - your maximum capacity
 - activities included
 - fees you charge
 - is food included

If you do not currently offer wraparound childcare, you should include detail of what you do offer as a childcare provider.

10. Confirm whether you are registered for Dingley's Promise Inclusive Practice Training. In a bid to improve accessibility to childcare and early education entitlements, MCC has partnered with Dingley's Promise and Comic Relief to provide a suite of inclusive practice training modules **free of charge** to childcare and education providers in the city. You can register here: <https://dingley.org.uk/dingleys-promise-training/comic-relief/>

11. Are you applying for Capital Grant funding? Ensure you know which items are categorised as Capital costs and whether you need funding for them.
12. Briefly summarise what you propose to use the Capital Grant funding for. This is to give an initial overview of the project.
13. Are you applying for Revenue Grant funding? Only answer 'Yes' if you are applying for MCC WAC 2023-26 Revenue Grant in addition to CEC 2023-24 Grant. You can skip to section 2 by answering 'No'.
14. Briefly summarise what you propose to use the Revenue Grant funding for. This is to give an initial overview of the project.
15. Is your Revenue Funding Grant application dependent on approval of your Capital Funding Grant application? This is to determine whether you could still deliver additional WAC places without Capital Grant Funding.
16. Please explain your answer above. A simple example could be where MCC WAC 2023-26 Revenue Grant funding is required to cover additional staffing costs, but this is fully dependent on CEC 2023-24 Grant funding being issued to cover capital works to increase physical space first.

Section 2. Assessment Stage 1 Mandatory Criteria

In this section you are asked questions which relate to Stage 1 Mandatory Criteria as set out in section 3.2 of this application pack.

The WAC Team must be satisfied that your answers & supporting evidence meet the mandatory criteria before the application progresses to Stage 2 of assessment.

17. Enter the OfSTED registration number for the provision to which this application refers. If you plan to create a new provision (e.g. set up on school site), please enter the provider's main OfSTED registration number.
18. Enter the outcome and date of your last OfSTED inspection. As above, if you are creating a new provision, please enter details of the Provider's overall OfSTED judgement. Please tell us if you have not yet been inspected – we will ask MCC QA officers to confirm the quality of your provision.
19. If your answer is yes, you must also submit your 2 years financial accounts to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
20. If your answer is yes, your accounts will be checked for payments listed as TFC. If you answer no, we will not be able to progress your application.
21. You should count all places that will be available from 8am-6pm which currently are not.
If your application is for before or after-school childcare **only**, please indicate the number of additional places applicable to your provision. Please note this application will need to be reviewed with consideration of the before/after-school childcare context for the school(s)/area(s) you identify in question 39 which will benefit from the proposed provision.
E.g., if you are extending after school childcare care from 5:30pm to 6pm and you have a current capacity of 20, the number of 'new WAC places' being created is 20.
If you also plan to expand your capacity by 10 places, the total 'new WAC places' is 30. (As long as there is/will be before-school childcare available for these children).
This also applies to any providers that currently only run before-school childcare and will create a new after-school provision (and vice versa). The number of 'new WAC places' will be the number of places that will be available at both provisions (places available from 8am-6pm).

22. If your answer is yes, you must also submit evidence of your policy to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
23. If your answer is yes, you must also submit evidence of your policy to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
24. If your answer is yes, you must also submit evidence of your right to occupy the Premises to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
25. You must also submit evidence of your ownership/leasehold agreement to wraparoundchildcare@manchester.gov.uk. If you answer 'own', you will skip the following 2 questions and proceed to question 28.
26. If your answer is yes, you must also submit evidence of your length of lease to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
27. If your answer is yes, you must also submit evidence of the landlord's/freehold owner's written consent to wraparoundchildcare@manchester.gov.uk. If you answer no, we will not be able to progress your application.
28. If your answer is yes, you must also submit evidence of the two quotes to wraparoundchildcare@manchester.gov.uk.
29. If your answer is yes, you must also submit evidence of your vehicle insurance to wraparoundchildcare@manchester.gov.uk

Section 3. Assessment Stage 2 Weighted Criteria

In this section, you are asked questions as set out in section 3.3 of this application pack. Each answer will be given a raw score from 1-5. These raw scores hold different weight based on the priority MCC has given to each question. The weighting of these scores will be applied to give a final weighted score.

30. You should clearly demonstrate in detail how the proposed grant funding will contribute to an increase in availability/accessibility of WAC places for children with additional needs. You could include that you will be purchasing inclusive equipment or improving access to the building (for capital Grant funding). You may also include that staff are/will be well trained in working with children with additional needs.
31. Answer how soon you expect your provision to be financially sustainable i.e. income from additional places is enough to surpass the breakeven point.
To support your answer, you must submit a completed profit & loss forecast (based on the funding you are applying for and places you propose to create) to wraparoundchildcare@manchester.gov.uk with your provider/setting name clearly identifiable. You can download a template cashflow forecast [here](#).
32. You should identify the total Grant Funding you are applying for and list all items of expenditure relating to this application, listing their individual cost and categorising them by Capital and Revenue. The cost per place will be calculated by dividing this figure by the number of proposed WAC places answered in question 21 in section 2.
33. You should outline your proposed timescales from start to completion for your WAC Project together with any phasing required. The Panel want to see that you have considered the length of time it will take for you to deliver your Project and make WAC places available. Please also identify any impact on your current delivery of wraparound childcare places from the Premises during any WAC Project capital works and the proposed solution.

To support your answer, you must submit a project plan with milestones to be achieved (and specifications of works to be carried out for capital projects) to wraparoundchildcare@manchester.gov.uk

34. You should identify the school(s)/area(s) which will benefit from the proposed Grant funding and demonstrate how this will meet unmet demand, without negatively impacting existing provision in the area(s). You could include things such as evidence from parental engagement surveys, waiting lists and knowledge of current and/or future community needs (more WAC due to expansion of housing/employment opportunities). Consider whether developing your proposed provision would increase the number WAC places available, rather than take them from existing provision.
35. Identify the amount of money you will contribute towards the costs of delivery of your WAC Project. This may come from alternative funding sources.

Section 4. Legal Considerations

36. Please confirm you have read and understood all documents in the Grant packs, including the template Grant Funding Agreements included in Annex D of each pack.
37. Please confirm that the content included in this application form to deliver the Provider's WAC Project and its supporting information are an accurate and true reflection of the Provider's current position and future intentions.

Annex D: MCC Template CEC 2023-24 WAC Project Grant Funding Agreement

DATED

2024

(1) MANCHESTER CITY COUNCIL

- and -

(2) [REDACTED]

GRANT AGREEMENT

Relating to Childcare Expansion Capital Grant 2023-24 -

Wraparound Childcare for Primary-School Aged Children

THIS AGREEMENT is made on the

day of

2024

BETWEEN:

(1) **MANCHESTER CITY COUNCIL**, of the Town Hall, Manchester, M60 2LA (the “**Council**”);

and

(2) [REDACTED], company number [REDACTED], whose registered office is at [REDACTED] (“**the Recipient**”),

each a “Party” and together the “Parties”.

BACKGROUND:

A. On 30 November 2023 the Department for Education (“**DfE**”) confirmed the award to the Council of total Childcare Expansion Capital Grant 2023-24 of £757,528 (the “**CEC 2023-24 Grant**”). The CEC 2023-24 Grant is to be used by the Council for the grant purpose of the meeting the capital costs associated with projects that help ensure sufficient places within the City of Manchester for:

- Children taking up an early years place through the expanded 30-hours entitlement for qualifying working parents (from the term following the child reaching 9-months to the term in which they turn 3-years-old (“**Expanded Early Years (ExEY) Projects**”)); and
- Increasing the supply of wraparound childcare for primary-school aged children attending schools located in the City of Manchester (“**Wraparound Childcare (WAC) Projects**”).

The DfE requires the Council to ensure that the ExEY Projects and the WAC Projects which the Council is funding through CEC 2023-24 Grant comply with DfE’s overarching requirements for the use of CEC 2023-24 (the “**DfE Requirements**”). The DfE Requirements are set out at in the DfE’s Guidance entitled “Childcare expansion capital grant funding: Local authority funding to support the provision of new early years entitlement and wraparound places” which is published on the DfE’s website at: <https://www.gov.uk/government/publications/childcare-expansion-capital-grant-funding>.

B. The Council has decided to use £151,515 of CEC 2023-24 Grant to support the capital costs of the delivery of WAC Projects.

C. On 6 January 2025, the Council published an Invitation to Application for the first round of CEC 2023-24 grant funding to support the delivery of WAC Projects and Application Pack on the Council’s website at [REDACTED]. On [REDACTED] the Recipient submitted an application to the Council for CEC 2023-24 grant funding to support the capital costs of the delivery of the Recipient’s WAC Project (the “**Grant Application**”). On [REDACTED] the Council sent a grant offer (the “**Grant Offer**”) to the Recipient offering to award CEC 2023-24 grant funding of £[REDACTED] to the Recipient (the “**Grant**”) to be used by the Recipient to fund the capital costs of delivery of the Recipient’s WAC Project (the “**Project**”) as detailed in the Grant Application. The

delivery of the Project will enable the Recipient provide [REDACTED] newly created wraparound childcare places for primary-school aged children attending schools located in the City of Manchester (the “**Purpose**”) for the period of 3 (three) years from the date of the completion of the capital works which have been funded through the Grant.

- D. Section 6 of the Childcare Act 2006 requires local authorities to secure, so far as reasonably practicable, that there is sufficient childcare for children up to 14 years old (or older if the child is disabled) available in their area to enable parents to work or train for work.
- E. The Council has, in exercise of its duties and powers set out in Paragraph D and in accordance with the DfE Requirements, agreed to make payments by way of Grant to the Recipient towards the Eligible Costs incurred by the Recipient in connection with the Project.

IT IS AGREED AS FOLLOWS:

1 DEFINITIONS

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

Agreement means this grant agreement between the parties.

Childcare Expansion Capital Grant 2023-24 (CEC 2023-24 Grant) means the DfE’s Childcare Expansion Capital Grant 2023-24 award to the Council of £757,528, which is to be used by the Council for the delivery of ExEY Projects and WAC Projects in accordance with the DfE Requirements.

Changes means any material changes to the nature and/or scope of the Project once the Project Plan has been approved by the Council.

Consents means all or any planning or other statutory consents, approvals, licences and permissions and all wayleaves, easements, leases, rights over land or consents, approvals licences or permissions of any kind required for the Project.

Confidential Information means any information or data in whatever form disclosed, which ought reasonably to be considered as confidential or which the disclosing party acting reasonably states in writing to the receiving party is to be regarded as confidential or which the disclosing party acting reasonably has marked “confidential” including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of the disclosing party and all personal data and sensitive personal data within the meaning of Data Protection Legislation.

Data Protection Legislation has the meaning given to it in Schedule 3.

DfE means the Department for Education.

DfE Requirements means the with DfE’s overarching requirements for the use of CEC 2023-24 by the Council which are set out at in the DfE’s Guidance entitled “Childcare expansion capital grant funding: Local authority funding to support the provision of new early years entitlement and wraparound places” which is published on the DfE’s website at: <https://www.gov.uk/government/publications/childcare-expansion-capital-grant-funding>.

Effective Date means the date of execution of this Agreement.

Eligible Costs means the capital costs reasonably and properly incurred in connection with the Project provided that such capital costs shall not exceed the Maximum Commitment.

Grant means the monies which the Council shall make available to the Recipient towards the Eligible Costs of the Project, not exceeding the Maximum Commitment pursuant to this Agreement.

Grant Application means the application made by the Recipient to the Council for CEC 2023-24 grant funding for the capital costs of the delivery of the Recipient's WAC Project which sets out the detail of the Project to be delivered by the Recipient using the Grant.

Grant Application Documents means the Council's Application Pack document dated 6 January 2025 and the Recipient's Grant Application in response thereto dated [REDACTED]. A copy of the Grant Application Documents is attached at Schedule 1, Part 1 to this Grant Agreement.

Grant Letter means the letter from the Council to the Recipient which sets out the offer of Grant from the Council for the delivery of the Recipient's WAC Project and/or any supplementary information in relation to the Grant. A copy of the Grant Letter is attached at Schedule 1, Part 2 to this Grant Agreement.

Grant Period means the period of 12 months from the date of the completion of the Works as referred to in the Recipient's Grant Application attached at Schedule 1 of this Grant Agreement and the Project Plan attached at Schedule 2 of this Grant Agreement, during which period the Recipient shall use all reasonable endeavours to deliver the Purpose and during which the terms and conditions of this Agreement shall have effect.

Intellectual Property Rights means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the look and feel of any websites, and "Intellectual Property" shall refer to such materials.

Law means 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, applicable code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body in each case in the United Kingdom.

Maximum Commitment means the maximum sum of £[REDACTED] ([REDACTED] Pounds) payable to the Recipient in respect of the Project pursuant to this Agreement.

Monitoring Dates means each of [REDACTED].

Monitoring Information means the monitoring information which the Recipient is required to provide to the Council on the Monitoring Dates to demonstrate to the Council:

- (i) that the Recipient has used the Grant to fund the delivery of the Project and the Purpose in accordance with the Grant Application and the Project Plan;
- (ii) whether the Outcomes and Outputs have been achieved by the Recipient and continue to be delivered during the Grant Period.

A template Monitoring Information Form is attached at Schedule 4 to this Agreement.

Outcomes and Outputs means the outcomes and outputs which the Recipient expects to achieve through the delivery of the Project and the Purpose which are detailed in the Project Plan.

Personal Data means personal data as defined in Data Protection Legislation which is supplied to the Recipient by the Council or is obtained by the Recipient pursuant to the delivery of the Project and the Purpose.

Premises means the Recipient's [freehold / leasehold] premises at [REDACTED].

Project means the Recipient's WAC Project which is detailed in the Recipient's Grant Application attached at Schedule 1 to this Agreement and which will be delivered by the Recipient in accordance with the Project Plan attached at Schedule 2 to this Agreement.

Project Plan means the plan in relation to the Project that sets out how the Recipient is proposing to spend the Grant to carry out the Works at the Premises which is attached at Schedule 2 to this Agreement.

Purpose means the provision by the Recipient during the Grant Period of [REDACTED] newly created wraparound childcare places for primary-school aged children attending schools located in the City of Manchester as a result of the Works to the Premises.

Subsidy: means a financial benefit which is subject to the Subsidy Control Rules or the Subsidy Control Act.

Subsidy Control Act: means the Subsidy Control Act 2022 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.

Subsidy Control Law: means the Subsidy Control Rules and the Subsidy Control Act

Subsidy Control Rules: means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

Trade and Cooperation Agreement: means the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any future relationship agreement).

UK GDPR: the provisions of the EU GDPR which have been retained in UK domestic law through the European Union (Withdrawal) Act 2018 as amended by existing Law or further Law from time to time.

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

WAC Projects means capital projects that help ensure sufficient provision within the City of Manchester of wraparound childcare for primary-school aged children attending schools located in the City of Manchester.

Works means the capital works which the Recipient will carry out at the Premises and which are described in the Recipient's Grant Application and in the Project Plan.

Working Day means Monday to Friday, excluding any public holiday in England and Wales.

2. Interpretation

2.1 In this Agreement:

- (a) references to any statute or sub-ordinate legislation in this Agreement include references to any amendments or replacements to the statute or sub-ordinate legislation that may be enacted from time to time;
- (b) reference to the Recipient shall be deemed to include its employees, members, agents and subcontractors unless the context otherwise requires;
- (c) references to clauses or schedules are references to clauses in or schedules to this Agreement and references to paragraphs are references to paragraphs in the schedule in which those references are made and references to this Agreement include the schedules to this Agreement;
- (d) references to the singular include the plural and vice versa;
- (e) references to one gender include all other genders and vice versa.

3. Commencement and Duration

This Agreement shall take effect on the Effective Date and shall continue in full force and effect until the Parties have fulfilled their respective obligations under the Agreement.

4. Council Funding

- 4.1 The Parties acknowledge and agree that the Council shall not be liable for any payment under this Agreement until the conditions set out in clause 4.2 have been met to the reasonable satisfaction of the Council. All payments shall be subject to the requirements of clause 6.
- 4.2 Subject to the Recipient complying with the terms and conditions set out in this Agreement (including the DfE Requirements), the Council shall make available to the Recipient the Grant towards Eligible Costs of the Project in accordance with clause 6.
- 4.3 The Council shall pay the Grant to the Recipient in accordance with clause 6 of this Agreement.

4.4 The Grant shall not exceed the Maximum Commitment.

5. Conditions

5.1 The Grant shall be used by the Recipient solely for the purposes of the delivery of the Project and the Purpose. The Recipient may not use the Grant for any activities other than for the Project and the Purpose.

5.2 The Recipient shall secure delivery of the Project and the Purpose shall ensure at all times that the Project and the Purpose are delivered:

(a) in accordance with the provisions of this Agreement (including the DfE Requirements), and

(b) in a proper and professional manner in accordance with good industry practice, and

(c) in compliance with all statutory requirements and Consents, and

(d) in all respects to the reasonable satisfaction of the Council.

5.3 The Recipient shall not make any Changes to the Project without the prior written consent of the Council.

5.4 The Recipient shall obtain all necessary Consents (in so far as they remain to be obtained) as soon as practicable after the Effective Date.

5.5 The Recipient shall not use the Grant or any part thereof to fund retrospectively any costs or liabilities incurred prior to the date of this Agreement, save for any prior works connected with the Project approved by the Council in writing.

Subsidy Control

5.6 The EU State aid rules and the obligations under the UK-EU Trade and Cooperation Agreement have ceased (with limited exceptions) to apply to subsidies granted by the UK from 4th January 2023 and are replaced by the Subsidy Control Act. Public authorities need to ensure that they are complying with their domestic legal obligations under the Subsidy Control Act, as well as the UK's other pre-existing and new international obligations in relation to subsidies.

5.7 The Recipient will maintain appropriate records of compliance with the relevant subsidy control regime and will take all reasonable steps to assist the Council to comply with the same and respond to any proceedings or investigation(s) into the Project or the Purpose by any relevant court or tribunal of relevant jurisdiction or regulatory body.

5.8 The Recipient will ensure that delivery of the Project and the Purpose does not put the Council in breach of the UK's domestic obligations under the Subsidy Control Act or its international obligations in respect of subsidies. It is important to ensure that the Project and the Purpose are not, and do not become, an unlawful subsidy for the purposes of the Subsidy Control Act or unlawful State aid under Article 107 of the Treaty on the Functioning of the European Union (for the purposes of the application of the Northern Ireland Protocol). Subsidy and state aid frameworks ensure that States do not unfairly subsidise their own industry or particular parts of it.

- 5.9 The Recipient acknowledges and represents that the Grant is being awarded on the basis that the activities being undertaken using the Grant do not affect trade in goods and electricity between Northern Ireland and the European Union and it shall ensure the Grant is not used in a way that affects any such trade.
- 5.10 The Recipient acknowledges that the Grant is being awarded by the Council to the Recipient on the basis that it will be a Minimal Financial Assistance (MFA) subsidy under the Subsidy Control Act.
- 5.11 The Recipient acknowledges that it has undertaken its own assessment of the compatibility of the delivery of the Project and the Purpose by the Recipient with Subsidy Control Law and confirms to the Council that delivery of the Project and the Purpose by the Recipient is structured so that it is compliant with Subsidy Control Law.
- 5.12 The Recipient acknowledges a finding of non-compliance with Subsidy Control Law by an authority, court or tribunal of competent jurisdiction may lead to the Recipient being ordered or otherwise required to repay Grant received with interest.

6. Financial Arrangements

- 6.1 Subject to the Recipient having complied with the provisions of this Agreement and subject to clauses 6.2 and 6.3, the Council intends to pay the Grant to the Recipient by way of regular instalments based on project timelines which will be made to the Recipient within twenty (20) working days of receipt of a payment request which shall include:
- (i) an invoice for payment of the Grant detailing the Recipient's expenditure incurred in relation to the Works for the preceding month; and
 - (ii) such other documentation as the Council may reasonably require.
- 6.2 In order for any payment to be released, the Council will require the Recipient to:
- (a) have signed and returned a copy of this Agreement to the Council, and
 - (b) have provided the appropriate bank details, and
 - (c) be in compliance with the terms and conditions of this Agreement (including the DfE Requirements).
- 6.3 The Council reserves the right to withhold all or any payments of the Grant if the Council has reasonably requested information or documentation from the Recipient and this has not been received by the Council in the timescales reasonably required or is not to the Council's reasonable satisfaction.
- 6.4 Without prejudice to the Council's rights under clause 10, in the event that the Recipient has used all or part of the Grant for any purpose other than towards the Project or the Purpose, the Recipient shall re-pay to the Council an amount in respect of the Grant that has been so misused on demand by the Council, which amount shall be a debt due by the Recipient to the Council.
- 6.5 Notwithstanding any other provision of this Agreement, the Council shall only be liable to pay to the Recipient under this Agreement such sums which in the aggregate (taking

into account sums previously paid under this Agreement) do not exceed the Maximum Commitment.

7. Managing the Grant

7.1 Each Party must notify the other of:

- (a) the nominated person who will act as the Party's authorised representative, and
- (b) the contact details of the authorised representative and any deputies.

7.2 The Council may ask the Recipient to clarify information provided to it and the Recipient shall comply with any such reasonable request.

7.3 The Recipient must notify the Council as soon as reasonably practicable if an underspend is forecast. Any underspend of Grant funds must be returned to the Council.

7.4 If an overpayment of the Grant has been made, the Council will be entitled to recover the overpayment.

7.5 The Recipient may not without the prior written consent of the Council (not to be unreasonably withheld or delayed) vire funds between this Grant and other grants made to the Recipient by the Council.

7.6 The Recipient's Treasurer, Finance Officer, or equivalent will ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure. The Treasurer, Finance Officer, or equivalent should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.

7.7 The Recipient must maximise value for money and shall act in a fair, open and non-discriminatory manner in all purchases of goods, works and services.

7.8 In procuring any goods, works or services using Grant monies, the Recipient shall follow its own procurement guidelines.

8. Retention of Records and Monitoring

8.1 The Recipient must:

- (a) maintain and operate effective monitoring and financial management systems, and
- (b) keep a proper record of all expenditure relating to the Project and the Purpose, and
- (c) retain all accounting records relating to this for a period of at least two years after the end of the Grant Period. Accounting records include original invoices, receipts, minutes from meetings, accounts, deeds, and any other relevant documentation, whether in writing or electronic form, and
- (d) upon reasonable prior notice allow the Council to inspect and take copies of those document and records referred to in this clause 8 at any reasonable time and upon reasonable notice.

8.2 The Recipient shall supply such other information as may reasonably be required by the Council regarding the Project and the Purpose (including information in relation to compliance with the DfE Requirements).

8.3 The Recipient shall comply with the requirements of 8.1(a) and permit inspection by the Council of such systems upon reasonable prior notice pursuant to clause 9.

9. Audit and Inspection

9.1 The Recipient, without charge, shall permit any officer or officers of the Council, external funding and/or auditing bodies (i.e. DfE, the National Audit Office or Audit Commission) or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of its books of account and such other documents or records which in such officers' view may relate to the use of the Grant. In addition, examinations may be carried out into the economy, efficiency and effectiveness with which the Grant has been used. The Council shall endeavour, but is not obliged, to provide notice of its intent to conduct an audit.

9.2 The value and purpose of the Grant shall be identified separately in the Recipient's accounts.

10. Termination and Repayment of Grant

10.1 The Council shall be entitled to terminate this Agreement immediately by giving notice in writing to the Recipient if the Recipient commits a material breach of any of its obligations under this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the same within 10 (ten) working days after receipt of such notice, giving full particulars of the breach and requiring it to be remedied. For the avoidance of doubt a material breach shall include, inter alia, not using the Grant for the Project or the Purpose and failing to comply with the DfE Requirements.

10.2 The Council shall be entitled to terminate this Agreement forthwith by written notice to the Recipient in the event that:

(a) any meeting of creditors of the Recipient is held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) is proposed or entered into by or in relation to the Recipient,

(b) if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over or any distress, execution or other process is levied or enforced (and is not discharged within five working days) upon the whole or any substantial part of the assets of the Recipient,

(c) the Recipient ceases to carry on its business or is or becomes unable to pay its debts within the meaning of Section 123 Insolvency Act 1986,

(d) if a petition is presented, or a meeting is convened for the purpose of considering a resolution, for the making of an administration order, the winding up, bankruptcy, or dissolution of the Recipient; or

(e) any event analogous to any of the foregoing occurs in any jurisdiction.

- 10.3 Upon the termination of this Agreement in accordance with clauses 10.1 and 10.2, a reasonable proportion of the amount of any Grant made shall become immediately repayable to the Council.
- 10.4 On termination of this Agreement for any reason, the Recipient shall as soon as reasonably practicable return to the Council any unused Grant funds (unless the Council gives its written consent to their retention) then in its possession in connection with this Agreement.
- 10.5 Any termination of this Agreement will be without prejudice to any other rights or remedies of the Parties under this Agreement or at law and will not affect any accrued rights or liabilities of the parties at the date of termination.
- 10.6 If the Recipient ceases to comply with any of the conditions set out in this Agreement (including the DfE Requirements) or if there is a finding of Subsidy Control non-compliance relating to the Grant by a relevant body, the Council may in its absolute discretion reduce, suspend, or withhold Grant payments or require all or any part of the Grant to be repaid.
- 10.7 The Recipient must repay the amount concerned within 30 (thirty) days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

11. Insurance

The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place and shall provide evidence of such insurance to the Council on request.

12. Indemnity

- 12.1 The Council accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses arising from the carrying out of the Project or the Purpose, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Council's negligence.
- 12.2 Subject to clause 12.1 the Council's liability under this Agreement is limited to the payment of the Grant.

13. Amendments to the Agreement

- 13.1 This Agreement sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing.
- 13.2 Any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties.

14. Data Protection and Freedom of Information

The Parties shall at all times comply with the provisions of Schedule 3 - Data Protection and Freedom of Information, appended hereto.

15. Confidentiality

- 15.1 For the purposes of this clause:

(a) **“Confidential Information”** means information of a confidential nature, including but not limited to information relating to the operations, plans,

intentions, know-how, copyright and other intellectual property rights, software, market opportunities, strategies, customers and potential customers, competitors and potential customers, business and/or financial affairs of the Parties,

(b) “**Disclosing Party**” means the Party disclosing Confidential Information, and

(c) “**Receiving Party**” means the Party receiving Confidential Information.

15.2 Each Party agrees to keep Confidential Information disclosed to it by the other Party strictly confidential and not to use any such Confidential Information for any purpose other than for purposes directly related to the provision of the Grant. The Receiving Party will restrict access to Confidential Information of the Disclosing Party to such of its employees as need to know the same for the purposes set out in this clause and will not disclose any such Confidential Information to any third party without the prior written consent of the Disclosing Party and, in the event that such disclosure is permitted, the Receiving Party will procure that such third party agrees to be bound by the terms of this clause in relation to such Confidential Information. The requirements of this clause will not apply to the disclosure of information which:

- (a) at the time of disclosure is in the public domain in the form supplied otherwise than through a breach of this Agreement, or
- (b) was lawfully within the possession of the Receiving Party prior to its disclosure by the Disclosing Party Provided that the source of such information was not bound by obligations of confidentiality in respect of such information, or
- (c) the Receiving Party is required to disclose by law and/or any court of competent jurisdiction or any governmental or regulatory body.

15.3 The Parties acknowledge that damages may not be an adequate remedy in respect of a breach of this clause and that equitable reliefs including injunctions and orders for specific performance may be appropriate for the enforcement of this clause.

16. **VAT**

The Grant is believed to be outside the scope of VAT.

17. **Severance**

If any provision of this Agreement is held by any Court or any other competent authority to be void or unenforceable in full or in part all other provisions hereof and the remainder of the provision shall remain in full force and effect.

18. **Headings**

Headings contained in this Agreement are for reference purposes only and should not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

19. **Waiver**

Any delay on the part of either Party in enforcing any term or condition right or remedy in respect of this Agreement shall not be deemed to be a waiver of any right or remedy whatsoever of that Party.

20. Costs

Each of the Parties shall pay its own costs and expenses incurred in connection with the preparation of this Agreement.

21. Assignment and Transfer

The Recipient shall not assign or sub-transfer the whole or any part of this Agreement or any rights under Agreement without the prior consent in writing of the Council.

22. Variations

This Agreement may only be varied by a written agreement signed by authorised representatives of each Party.

23. Counterparts

23.1 This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least 1 (one) counterpart. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution of this Agreement by both Parties.

23.2 Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same Agreement.

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. Notices

25.1 All notices required to be sent under this Agreement shall be in writing and in English and shall be served by a Party on the other Party at its address shown at the head of this Agreement.

25.2 Notices delivered hereunder shall be deemed to be delivered:

- (a) if delivered by hand, upon receipt; and
- (b) if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), 2 (two) working days after posting.

26. Contract (Rights of Third Parties) Act 1999

No person who is not a Party to this Agreement shall have the right to enforce any of its terms.

27. Governing Law & Jurisdiction

This Agreement and any disputes arising in relation to it shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

PART 1

GRANT APPLICATION DOCUMENTS

PART 2

GRANT OFFER

SCHEDULE 2

PROJECT PLAN

SCHEDULE 3

Monitoring Requirements

Grant Recipients will receive an initial monitoring survey to track the progress of their project. This will cover:

1. Update on project progress to make WAC places available – progress of capital works, staff recruitment etc
2. Date new places were/will be made available
3. Number of new WAC places available

Providers will then be expected to submit the following information **every month** via an online Microsoft Form.

1. Information on **before-school** childcare.
If you will not offer this, you will be able to skip to the after-school childcare section.
 - Time the provision opens
 - Daily capacity numbers for 1 specified week
 - Daily attendance numbers for 1 specified week
 - The schools which children at the provision attend
 - Number of children at the provision who have an EHCP or are expecting to receive an EHCP
 - Number of places being for using Tax-Free childcare or Universal Credit
 - Charging fee for before-school places
 - Are any children on your waiting list?
 - If yes, how many and which Manchester Primary Schools do they attend?
2. Information on **after-school** childcare.
If you will not offer this, you will be able to skip to the final section.
 - Time the provision closes
 - Daily capacity numbers for 1 specified week
 - Daily attendance numbers for 1 specified week
 - The schools which children at the provision attend
 - Number of children at the provision who have an EHCP or are expecting to receive an EHCP
 - Number of places being for using Tax-Free childcare or Universal Credit
 - Charging fee for after-school places
 - Are any children on your waiting list?
 - If yes, how many and which Manchester Primary Schools do they attend?
3. Additional information
 - Feedback on the expansion programme.
 - Parental feedback on the impact
 - Your own thoughts including challenges you may be experiencing

This list is not exhaustive and further information may be required in order to monitor your WAC Project.

IN WITNESS whereof the Parties have executed this Agreement as a Deed on the day and year above written

THE COMMON SEAL of THE COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City:

Authorised Signatory:

Print Name:

EXECUTED AND DELIVERED as a DEED

by []

acting by:

Authorised signatory:

Print Name:

Authorised signatory:

Print Name: