



Llywodraeth Cymru  
Welsh Government

Tony Young  
Statutory Director of Social Services  
Cardiff Council  
County Hall  
Atlantic Wharf  
CARDIFF  
CF10 4UW

16 June 2017

Dear Tony,

**Award of Funding in relation to the St David's Day Fund for young people who have experienced care 2017 - 2019**

**1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful and funding of up to £134,710 (*one hundred and thirty four thousand, seven hundred and ten pounds*) is awarded to you in each of the two years 2017-18 and 2018-19 for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1<sup>st</sup> April 2017 to 31<sup>st</sup> March 2019 and must be claimed in full by 30<sup>th</sup> March 2019 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

**2. Statutory Authority and State Aid**

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Cabinet Secretary for Communities and Children, one of the Welsh Ministers, acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006 and the Social Services and Well-Being (Wales) Act 2014.
- (b) You must comply with the European Commission's State Aid Rules.

### 3. Interpreting these Conditions

Any reference in these Conditions to:

**'you', 'your'** is to Cardiff Council, County Hall, Atlantic Wharf,  
CARDIFF, CF10 4UW

**'we', 'us', 'our'** is to the Welsh Ministers;

**'Welsh Government Official'** is to

Richard Thomas  
Crown Buildings  
Cathays Park  
Cardiff  
CF10 3NQ  
Tel: 03000253481  
Email: Richard.Thomas@Wales.gsi.gov.uk

or such other Welsh Government official as we may notify you.

**'Project Manager'** is to

Irfan Alam  
Interim Assistant Director of Children's Services  
Cardiff Council  
County Hall  
Atlantic Wharf  
CARDIFF  
CF10 4UW

**'Conditions'** is to the terms and conditions set out in this letter;

**'Schedule'** is to the schedules attached to this letter;

**'Personnel'** is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Funding;

**'Costs Incurred'** is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim.

**'Notification Event'** is to any of the events listed in Schedule 2;

**'State Aid Rules'** is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to

109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

**any legislation** will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;

#### **4. What you must use the Funding for**

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the “**Purposes**”).
- (b) Any change to the Purposes will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (c) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

#### **5. Funding Pre-Conditions**

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
  - i) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
  - ii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

## **6. How to claim the Funding**

- (a) The Funding will be paid to you in two equal instalments:
  - (i) the first on receipt of the signed grant award letter and documentation to meet the pre-funding conditions; and
  - (ii) the second on receipt of your mid year monitoring report.
- (b) Any unspent Funding from the previous payment period will be offset against the next payment of Funding even if this results in you not receiving the total amount of Funding.

## **7. Your general obligations to us**

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you provide proof of your insurance;
- (d) put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to

authorise the entry into and performance of the obligations under these Conditions;

- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

## **9. Notification Events and their consequences**

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) If we consider it appropriate, taking into account both the seriousness of the Notification Event and whether or not in our opinion it can be remedied, we will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
  - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
  - (ii) we notify you that the Notification Event is not capable of remedy, or
  - (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
  - (iv) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
  - (i) withdraw the award of Funding; and/or require you to repay all or part of the Funding immediately; and/or
  - (ii) suspend or cease all further payment of Funding; and/or
  - (iii) make all further payments of Funding subject to such conditions as we may specify; and/or

- (iv) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
  - (v) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England Bank Rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

## **10. Monitoring Requirements**

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including without limit:
  - i) a mid year report, using the template we provide, which provides details of spend.
  - ii) An end year report, using the template we provide, providing examples of how the grant funding has benefitted individuals and a statement of expenditure.

## **11. Audit Requirements**

(a) You must:

- (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
- (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
  
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

## **12. Third Party Obligations**

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
  
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

## **13. Intellectual Property Rights & Publicity**

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
  
- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
  
- (c) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

#### 14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
  - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
  - (ii) any information is exempt from disclosure under the Code, the FOIA or the EIR.

#### 15. Buying Goods and Services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

#### 16. Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

***"Notice in relation to the St David's Day Fund for young people who have experienced care 2017 - 2019."***

- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after



4pm or on a weekend or public holiday.

By email attachment:

upon transmission or the next working day if after 4pm or on a weekend or public holiday.

## **17. Equal Opportunities**

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

## **18. Welsh Language**

Where the Purposes include or relate to the provision of services in Wales they must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011.

## **19. Sustainability**

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

## **20. Welsh Ministers' Functions**

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

## **21. General**

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.

- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

## **22. How to accept this offer of Funding**

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully,



Signed by Alistair Davey, Deputy Director, Enabling People, Social Services and Integration Directorate under authority of the Cabinet Secretary for Communities and Children, one of the Welsh Ministers

## **SCHEDULE 1 The Purposes**

The Purpose of the Funding is to support young people who are or have been in local authority care to access opportunities that will lead them towards independent and successful lives.

Local authorities are corporate parents for children and young people in their care. We have heard from young people that they are often disadvantaged because they do not receive the same support to which their peers living with birth parents have access. That support includes guidance about education choices, funds to maintain social contact with peers and advice on living independently covering issues such as how to budget, pay bills and buy household goods.

This fund is to be available to young people. Local authorities should administer it flexibly and creatively to meet the needs of their young people in the same way that birth parents support their children, including the 'bank of mum and dad' role. Local authorities are encouraged to make care leavers and those approaching care leaver status aware of the fund through Pathway Plan discussions and review meetings.

The Cabinet Secretary for Communities and Children has clearly stated that the fund is not to support the implementation of national strategies but is to go directly to care experienced young people in sums of money which can be used as a catalyst to advance independence, development and progression. Through their corporate parenting boards (or equivalent) or leaving care teams, local authorities should promote the fund to their 16-25 population, encourage funding requests and work within the following set of guiding principles.

- Recognise and embrace the unique relationship between the child/young person and the local authority as their corporate parent. This relationship is not replicated anywhere else in the many relationships that exist between citizens and their local authority.
- Be responsible corporate parents by promoting their organisation as a family business, offering all care leavers opportunities for work experience and apprenticeships.
- Support and nurture young people's aspirations and help them to work towards achieving their goals so they can flourish and achieve.

There will be other sources of help for young people whether through financial assistance for example bursaries or other financial support for further and higher education, or through the provision of services,. This fund has not been established to duplicate these. Where there are already sources of financial support, these should continue to be accessed. It is the intention that the new funding should be in addition to existing funding streams and

schemes to ensure young people and care leavers can access or maintain opportunities.

Where care leavers request support to enable them to undertake an activity that will improve their wellbeing, maintain their independence or contribute to their development, local authorities should consider such requests on a case by case basis.

We are aware the Welsh Government has not prescribed in detail how local authorities should administer their funds. This is deliberate as we wish to give local authorities flexibility and discretion so that they can distribute the money to young people in a way that maximises opportunities and improves outcomes.

The fund is to be used flexibly and local authorities are encouraged to work in a co-productive way with the children and young people in their care concerning the fund's arrangements. Below are suggestions put forward by young people who are or have been in local authority care. This is not an exhaustive list but is designed to provide some ideas to stimulate thinking.

#### Education

- One off payments for course equipment
- Help with travel arrangements and expenses

#### Employment

- Guidance on accessing work experience, training and apprenticeship schemes
- Help to look for and prepare for work including interview coaching and interview clothes
- Support with travel expenses and arrangements to get to and from work
- Help to start own business
- Driving Lessons

#### Health and Well-Being

- Help for young people to access health services including GPs, dentists and opticians
- Financial help so that young people can maintain social contact with their peers and be at less risk of isolation and loneliness
- Financial support to enable care leavers to take part in hobbies, sport, leisure and extra curricular activities.
- Promotion of healthy lifestyles: learning, for example how to buy nutritious ingredients on a budget, cook healthy food and be physically active
- Peer networks to share experience and provide support

#### Housing

- Financial support for setting up home including bonds/deposits and advice on how to budget and pay bills

- Equipment and/or furniture for accommodation

Access to on-going advice and support

- Money for Passports, Birth Certificates or other forms of ID.
- Financial skills e.g budgeting

Eligibility

- Young people aged between 16-24 as set out in Section 5, Part 6 Code of Practice for Looked After and Accommodated Children plus those aged 21-24 who are not defined as being in education or training but require financial support to aid their transition towards independent living.
- The fund is accessible to those eligible as set out above from 1 April 2017.

Young people to access the fund through their home local authority (this may be different to the local authority area in which they live). If a young person is leaving Wales for work, education purposes or similar, these young people should also access the fund through their home local authority.

## **SCHEDULE 2**

### **Notification Events**

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. there is unsatisfactory progress towards completing the Purposes;
5. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
6. there is any suspicion that you and/or any of your Personnel is/are involved in fraudulent activity or has/have been involved in fraudulent activity whilst the Purposes are/were being carried out;
7. we have made an overpayment of Funding to you;
8. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
9. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
10. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
11. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
12. you are unable, or admit in writing your inability, to pay your debts as they fall due;
13. any distress, execution, attachment or other process affects any of your assets;
14. a statutory demand is issued against you;
15. you cease, or threaten to cease, to carry on all or a substantial part of your business;

16. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
17. there is a change in your shareholders, directors, trustees or partners;
18. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

**TWO SIGNATORIES ARE REQUIRED**

We hereby accept the award of Funding in relation to the St David's Day Fund for young people who have experienced care 2017 – 2019 and the Conditions relating to the Funding

\_\_\_\_\_ Signature  
An authorised signatory of Cardiff Council

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date

\_\_\_\_\_ Signature  
An authorised signatory of Cardiff Council

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date