

# Childcare Bursary - Provider Terms and Conditions for academic year 2022-23

**Activate Learning will pay for the parent's childcare fees up to the value stated, on the following terms.**

**The college year ends on 30<sup>th</sup> June 2023, bursary funds are not awarded for childcare fees after this date.**

## **Activate Learning will:**

- Support time needed to attend timetabled sessions plus a realistic amount of time to travel to college to the maximum award.
- Fund any additional hours needed for timetabled sessions not covered through Early Years funding to the maximum award.
- Pay the childcare provider up to the last day the parent attends college if they leave the course early.
- Give the childcare provider one month's notice if we withdraw funding due to the parent's attendance on the course falling below 92%.

## **The parent will:**

- Be liable for any part of an agreement or contract made between themselves and the childcare provider.
- Pay for childcare for any independent study.
- Pay for any childcare in between enrolling on further short courses this academic year e.g. ESOL courses.
- Be responsible for informing the childcare provider of any timetable changes.
- Use any Early Years funding available while attending timetabled sessions.
- Pay any additional fees above the maximum amount awarded from the childcare bursary.
- Pay for any registration fees, deposits, late collection fees, meals or periods of notice.
- Give notice to the childcare provider if they no longer wish them to provide childcare, or if they leave the course early.
- Give Activate Learning notice if they plan to change childcare provider.
- Maintain a minimum attendance of 92%.

## **Invoices**

- Payment is made on behalf of the parent and the invoice should represent the amount of the award.
- Invoices should include details of where Early Years funding has been used and days/sessions for which we are being invoiced.
- Invoices should be submitted monthly or termly, if the first invoice has not been received by the end November 2022 the fund will be withdrawn.
- The final invoice must reach us by the 23<sup>rd</sup> July 2023. We cannot guarantee payment of any invoices received after this date due to the closure of the bursary fund at the end of the academic year.
- Invoices should be sent to **studentfinance@activatelearning.ac.uk**

## **Payment**

- Payment is made directly to the childcare provider's bank account.
- No payments are made directly to students.
- Payment is made in arrears after monitoring the parent's attendance on their course. An exception is made for the final invoice.

## **Data Protection**

- Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause, Applicable Laws means (for so long as and to the extent that they apply to the parties) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- The parties acknowledge that for the purposes of the Data Protection Legislation, Activate Learning and the childcare provider are Joint Controllers (where Data Controller has the meaning as defined in the Data Protection Legislation).
- The parties agree to share only attendance confirmation and payment data for the purpose of authorising childcare payments. Both parties shall only process shared Personal Data in accordance with this purpose.
- The childcare provider will ensure that they have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data. The childcare provider will also ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- The childcare provider shall not share the Personal Data with a third party without the express written permission of the Data Discloser, and where written permission is granted, shall ensure that the third party has entered into a written contract with the Data Receiver which contains all the obligations that are contained in this clause and which permits both the Data Discloser and the Data Discloser to enforce those obligations.
- Both parties will assist the other in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators with regard to shared data; including notifying the other party without undue delay on becoming aware of a personal data breach of shared data.

**We will not authorise any childcare payments until we have received a signed copy of this agreement.**

**A copy of the Terms and Conditions can be found on our website.**

# Childcare Bursary – Student Terms and Conditions for academic year 2022-23

**Activate Learning will pay for your childcare fees up to the value stated, on the following terms.**

**Please read any contract carefully before you sign it and if you break the contract, it is your responsibility to pay any outstanding fees.**

## **Activate Learning will:**

- Support time needed to attend timetabled sessions plus a realistic amount of time to travel to college to the maximum award.
- We will support exams that are outside your usual college timetable and additional revision sessions.
- Fund any additional hours needed for timetabled sessions not covered through Early Years funding to the maximum award.
- Pay your childcare provider up to the last day you attend college if you leave your course early.
- Give you one months' notice if we withdraw funding due to your attendance on the course falling below 92%.
- Reassess your claim up to a maximum of £200 per week if you need additional funding for work placements or timetable changes providing funds are available. There is no guarantee that we can award additional costs.
- Confirm your college attendance with your childcare provider in order to authorise childcare payments and inform your childcare provider in the event of non-attendance or withdrawal from your course.

## **Student will:**

- Pay for childcare for any independent study.
- Be liable for any part of an agreement or contract made between you and the childcare provider.
- Be responsible for informing the childcare provider of any timetable changes
- Use any Early Years funding available.
- Pay any additional fees above the maximum amount awarded from the childcare bursary.
- Pay for any childcare in between enrolling on further courses short courses this academic year e.g. ESOL courses.
- Pay for any registration fees, deposits, late collection fees, meals or periods of notice.
- Give notice to your childcare provider if you no longer wish them to provide childcare, or if you leave the course early.
- Give Activate Learning six weeks' notice of change of childcare provider.
- Maintain a minimum attendance of 92%.

**We will not authorise any childcare payments until we have received a signed copy of this agreement.**

**I confirm I have read and understood the terms that Activate Learning will pay for childcare for any students awarded a childcare bursary for the academic year 2022-23.**

**A copy of the Terms and Conditions can be found on our website.**

## **Payment**

- Payment is made directly to the childcare provider's bank account.
- No payments are made directly to students.
- Payment is made in arrears after monitoring your attendance on the course. An exception is made for the final invoice.
- Payment is made on your behalf and the invoice should represent the amount of the award.
- Invoices should include details of where Early Years funding has been used and the days/sessions for which we are being invoiced.
- Invoices should be submitted monthly or termly. If the first invoice has not been received by the end November 2022 the fund will be withdrawn.
- The final invoice must reach us by 23<sup>rd</sup> June 2023. We cannot guarantee payment of any invoices received after this date due to the closure of the bursary fund at the end of the academic year.
- Invoices should be sent to **studentfinance@activatelearning.ac.uk**

Student's ID number:

Student's name (print):

Signed:

Date: