

Community Childcare Subvention Plus Programme
General Conditions of Grant Funding Agreement (the “Agreement”)
Programme Call 2018/2019

1. Interpretation.

- 1.1. “Annual Accounts” for the purposes of this Agreement means annual reports and accounts where the Registered Provider is obliged to prepare and return annual accounts to the Companies Registration Office (“CRO”). Where the Registered Provider is not required to prepare and return annual reports and accounts to the CRO annual accounts means suitable financial statements that are an accurate record of income and expenditure, in compliance with the requirements set out by the Grantor.
- 1.2. “The Childcare Service” means the services provided by the Grantee (defined in sub-clause 1.6 below) in accordance with the Community Childcare Subvention Plus (“CCSP”) Programme.
- 1.3. “The Grant” means the payment(s) made by the Grantor (defined in sub-clause 1.5 below) to the Grantee for the provision of reduced childcare fees to children of qualifying parents as set out in Appendix 1. Administration of this programme (the “CCSP Programme”) shall be the responsibility of Pobal and/or the Grantor.
- 1.4 “Pobal” refers to the company limited by guarantee of this name, which is also a registered charity. Pobal has been appointed as agent of the Minister for Children and Youth Affairs and acts on the Minister’s behalf in relation to their agreed roles.
- 1.5. “The Grantor” means the Minister for Children and Youth Affairs, including her successors and assigns (the “Minister”).
- 1.6. “The Grantee” means the service provider who shall be a limited company, a sole trader, a designated activity company, a partnership, or a School Board of Management.
- 1.7. “Circular 13/2014” means Department of Public Expenditure and Reform Circular 13/2014 entitled Management of and Accountability for Grants from Exchequer Funds (including any interpretations or clarifications of such requirements issued by the Department of Finance, Department of Public Expenditure and Reform, Department of Children and Youth Affairs and/or the Executive).
- 1.8 “PSP” means the Programme Support Payment.
- 1.9 “PIP” means Programmes Implementation Platform; the online interactive system for the administration of all childcare programmes.
- 1.10 “Term” means a one year period from the date of commencement of the Community Childcare Subvention Plus Programme on 20/08/2018, pursuant to this Agreement or such further period as necessary pending the introduction of the Affordable Childcare Scheme (“ACS”), or such similarly worded scheme, to be introduced pursuant to legislation to be enacted in 2018 which will replace the CCS Programme.

2. Pre-Payment Conditions.

- 2.1. Payment of the Grant or any instalment of the Grant shall be subject to the Grantee:

(a) Complying at all times with the terms of this Agreement including but not limited to complying with all reporting requirements of Pobal;

(b) Designating a named bank account to be used in connection with the operation of the Childcare Service and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer;

(c) Being verified as compliant with all National and EU taxation laws by the Grantor and/or Pobal in advance of any due payment date;

(d) Providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the Grant pursuant to clause 7 below; and

(e) verifying compliance with the conditions set out in sub-clause 4.4 below by uploading to the Programmes Implementation Platform (PIP) a fees list (by 28th September 2018) and service calendar (by 24th August 2018), which will be subject to review by the Grantor and/or city or county childcare committee (“CCCs”)

3. Terms and Conditions of Grant.

3.1. The Grantor shall set the terms of the ACS rollout and the conditions under which this grant agreement will wind down.

3.2. The Grant shall be used to reduce childcare fees payable by qualifying parents of children attending the Childcare Service on the basis of the criteria set out in Appendix 1 of this Agreement.

3.3. The Childcare Service shall be operated by the Grantee in accordance with the application for the Grant and in compliance with the terms and conditions of this Agreement. The Grantee hereby acknowledges and agrees to comply with the terms and conditions of this Agreement as set out in Appendix 1.

3.4. The Grantee shall be a limited company, a sole trader, a designated activity company, a partnership, or a School Board of Management.

3.5. The Grantee shall notify the Grantor of any change or alteration to the constitution / status or structure or associated contact details of the Grantee.

3.6. The Grantee shall ensure that the operation of the Childcare Service is fully and properly documented. Subject to clause 11 below, all reports, records, accounts and other documentation of the Grantee relating to the operation of the Childcare Service and/or the use by the Grantee of the Grant shall be maintained and made available for inspection on request, for a minimum of 7 years after the termination or expiry of this Agreement for whatsoever reason. In no circumstances shall any financial documentation be destroyed or otherwise disposed of without the prior written consent of the Grantor.

3.7. The Grantee shall comply with all reasonable requests and directions of the Grantor, or representatives or agents of the Grantor, relating directly or indirectly to the use of the Grant in connection with the Childcare Service.

3.8. The Grantee shall comply with all requirements of company law and all and any applicable legislation.] The Grantee warrants that it has the authority to enter into this Agreement and to carry out its obligations and responsibilities under this Agreement.

3.9. The Grantee is not and shall in no circumstances hold itself out as being the servant or agent of the Grantor. The Grantee is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Grantor or in any other way to bind the Grantor to the performance, variation, release or discharge of any obligation.

- 3.40. The employees of the Grantee are not, and shall not hold themselves out to be (and shall not be held out by the Grantee as being) servants, employees or agents of the Grantor for any purposes whatsoever.
- 3.11. The Grantee shall provide an e-mail address, a contact address and a contact telephone number to be used for communications from the Grantor in relation to the Childcare Service.
- 3.12 The Grantee shall submit information relating to the operation of the Childcare Service via PIP as directed by the Grantor or by Pobal.

4. Undertakings and Warranties.

- 4.1. The Grantee agrees to comply with all relevant legal and regulatory requirements, including, without limitation, regulations made under the Child Care Act 1991 (as amended, including by the Child and Family Agency Act, 2013), planning legislation, fire safety legislation, employment legislation, the Equal Status Acts 2000 to 2015, health and safety legislation and the Data Protection Acts 1988 and 2003, the Children First Act, 2015, and the General Data Protection Regulation (the “GDPR”) 2016, in the operation of the Childcare Service.
- 4.2. The Grantee shall undertake all reasonable and appropriate checks on individuals employed by or otherwise involved with the Grantee in relation directly or indirectly to the operation of the Childcare Service to determine their suitability, including any regulatory or statutory requirements regarding Garda vetting, including but not limited to the provisions of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012. The Grantee further warrants that the premises and facilities are suitable for use as a childcare service and warrants that all regulations and legislation are complied with, as well as the Children First Act 2015 and the associated ‘*Children First National Guidance for the Protection and Welfare of Children*’ guidelines. The Grantee undertakes in the operation of the Childcare Service to comply with the principles and guidelines comprised within the Children First Act 2015 and guidelines including the requirement to develop and make available a Child Safeguarding Statement.
- 4.3. The Grantee warrants that it has obtained and will take all necessary steps to maintain in full force and effect all necessary consents, approvals, authorisations, licences and permissions which are required to enable it to comply with its obligations under this Agreement, including but not limited to being verified as compliant with all National and EU taxation laws by the Grantor and/or Pobal and evidence of any relevant qualifications, and as defined in Appendix 1, held by persons delivering the Childcare Service.
- 4.4. The Grantee warrants that it will provide qualifying parents using the Childcare Service, with the applicable fee reductions, in return for the Grant received from the Grantor. This does not preclude the Grantee from providing chargeable services in addition to the Childcare Service, provided they are offered on an optional basis.
- 4.5 The Grantee shall ensure that any information relating to the Childcare Service which is submitted via PIP at the direction of the Grantor or Pobal is accurate and that all relevant documentation is retained by the Grantee to allow the accuracy of the information to be checked by servants or agents of the Grantor on request.
- 4.6. It is an express condition of this Agreement and the Grantee so acknowledges and confirms that nothing in this Agreement shall be construed so as to imply or have the effect of the granting by the Grantor of any warranty or assurance whatsoever to the Grantee or to any third party whomsoever as to:

- 4.6.1. whether or not the Childcare Service operated by the Grantee is of a standard that adequately meets the stated aims and objectives of the Grant Programme;
- 4.6.2. the competency of the Grantee, its staff or agents; or
- 4.6.3. the stability of any structure, soundness of any materials used or the adequacy of its purpose of any buildings or facility.
- 4.7 The Grantee must be familiar with the contents of the document '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' available on both the Grantor's website (www.dcy.a.ie) and on Pobal's website (www.pobal.ie), and the '*CCSP How To Guide for Service Providers*', available on the Pobal website. These documents contain comprehensive details relating to the operation of the CCSP Programme. The Grantee is required to comply with the administrative procedures outlined in such guides, which may be updated or amended from time to time as deemed necessary by the Grantor. The Grantor and/or Pobal and/or the CCCs shall notify the Grantee of any changes to the CCSP Programme concerning eligibility or funding via email and / or PIP. The Grantee shall access the PIP on a regular basis, to ensure they are aware of any changes made to such guides.
- 4.8 The Grantee shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the CCSP Programme as may be issued by the Grantor from time to time. The Grantor and/or Pobal and/or the CCCs shall notify the Grantee of any such new policies, guidelines and/or programme governance protocols via email and / or PIP. It is the responsibility of the Grantee to access PIP on a regular basis, to ensure they are aware of any such new changes made to such policies, guidelines and/or programme governance protocols.
- 4.9 The Grantee agrees to maintain up to date child registration information on PIP in compliance with the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*', the '*CCSP How to Guide for Service Providers*' and any additional requirements of PIP.

5. Operation of Childcare Services.

- 5.1. The Grantee agrees to use the Grant provided, to charge reduced fees to qualifying parents of children attending the Childcare Services, on the basis of the criteria set out in Appendix 1 to this Agreement.
- 5.2. This Agreement shall not affect any capital grant funding agreement which may already be in place between the Grantee and the Grantor/Pobal.
- 5.3. The Grantee shall update PIP when a child funded under this Agreement is absent for a period of two consecutive weeks during the course of the Term (as defined in sub-clause 9.1 below).
- 5.4. Where a Childcare Service is being provided to a child and where the parent ceases to pay the agreed childcare fee (as reduced by the Grant), a Grantee may cease to provide a Childcare Service to that child. The Grantee undertakes to inform parents of this provision prior to children being enrolled in the Childcare Service, and any monies paid by the Grantor to the Grantee for the provision of the Childcare Service for a period beyond the date of cessation shall be returned to the Grantor.
- 5.5 Where the Childcare Service ceases to be provided to a child because the parent has exercised the right to remove the child from the Childcare Service for any reason, monies paid in excess of the monies due to that child by the Grantor to the Grantee for the provision of the Childcare Service shall be returned to the Grantor in accordance with the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' as well as the '*CCSP How to Guide for Service Providers*', both available on Pobal's website (www.pobal.ie).

6. Payment Terms.

- 6.1. Subject to the provisions of sub-clause 6.4, payment of the Grant will be made by Pobal and / or the Grantor in such instalments as may be determined by the Grantor.
- 6.2. Where the Grantee receives the Grant as a result of the provision of the Childcare Service to a child qualifying under this Agreement it may not simultaneously receive the Grant for the provision of a service to that child, in respect of the same time of day, under any agreement in respect of the Training and Education Childcare Programme (“TEC”), Early Childhood Care and Education (“ECCE”) programme, or any other childcare programme administered by the Grantor, with the exception of the Programme Support Payment (PSP).
- 6.3. Where the Grantee is in receipt of the Grant determined on a notional basis under this Agreement, and is also in receipt of grant monies under an agreement in respect of the ECCE programme and/or the TEC programme, the grant monies payable to the Grantee under such agreements shall be taken into account when making payment of such notional grant monies.
- 6.4. Whenever under this or any other Agreement in respect of the childcare programmes referred to in sub-clause 6.2 above any sum of money is recoverable from or payable by the Grantee (including any overpayment or sum which the Grantee is liable to pay to the Grantor in respect of any breach of this Agreement or any other Agreement in respect of the childcare programmes referred to above in sub-clause 6.2), the Grantor has the right to deduct that sum from the Grant then due to the Grantee in respect of this Agreement. Notwithstanding any provision, whether express or implied in this Agreement, the Grantor is entitled to set-off any amount due or owing by it under this Agreement against any and all amounts owed by the service provider to the Grantor howsoever arising.
- 6.5. Where the Childcare Service ceases to be provided to a child in the circumstances set out in sub-clause 5.3, 5.4 and 5.5 above, or in other exceptional circumstances, the Grant in respect of that child may be withdrawn by the Grantor.
 - 6.5.1 Where a parent/guardian opts to register a child with the Affordable Childcare Scheme who is already registered under this agreement, funding in respect of the registration under this agreement will immediately cease on the date of the child’s assumption of the ACS place.
 - 6.5.2 Where the Grantor directs that funding to the Community Childcare Subvention Plus Scheme generally will cease¹, all registrations under this agreement will cease.
- 6.6. Payment of the grant will be conditional on the requirements of this agreement being fully complied with. Pobal may, as an agent acting on behalf of the Department, withhold payment with the Department’s consent where the registered provider is found to be in breach of the requirements of this agreement and the associated “*Rules and Procedures for Registered Childcare Providers.*” Pobal may also withhold payment of the Grant, with the consent of the Department, in cases where Grantor funds held-by or to be provided to the Grantee are found to be at risk of misuse, misappropriation, or loss.

7. Access and Reporting Requirements.

- 7.1 The Grantee agrees to maintain up to date child registration information on PIP in compliance with the ‘*Rules for DCYA Childcare Funding Programmes*’, the ‘*CCSP How to Guide for Service Providers*’, Policy on the Operation of the Access and Inclusion Model and related information, and any additional requirements of PIP.

¹ In the context of the rollout of the Affordable Childcare Scheme, which will be the successor to the Community Childcare Subvention Plus Scheme.

- 7.2 The Grantee shall maintain appropriate records to enable verification by the Department or agents acting on its behalf (including Pobal) that the general terms of the grant are complied with. The specific requirements will be as described in a Financial Procedures, Reporting Requirements and Guidelines document to be published by the Grantor. In particular such records **will include an attendance register which clearly shows the dates, times and durations of attendance for each individually identified child for every day that the child is in attendance.** Records of income and expenditure should be kept up to date and available for verification purposes.
- 7.3 The Grantee shall maintain appropriate annual accounts for each financial year and provide copies of such accounts within four (4) months of their adoption to Pobal, as agents of the Department and, on request, to the Comptroller and Auditor General (C&AG);
- 7.4 The Grantee shall comply in full with the provisions of the Department of Public Expenditure and Reform Circular 13/2014 Management of and Accountability for Grants from Exchequer Funds. In particular, the Grantee shall separately account for public funds received and ensure that appropriate financials records to ensure compliance with the requirements in respect of the Funding set out in the Department of Public Expenditure and Reform Circular 13/2014

The standard and form of the financial records maintained will be such that the records will enable Pobal, as an agent of the department to verify compliance with the financial requirements to be set out in its Financial Procedures, Reporting Requirements and Guidelines document to be published by the Department of Children and Youth Affairs.

The standard and form of the financial records maintained must enable the following to be clearly established:

- The amount of all grants provided to the Registered Provider from any public funding source relating directly or indirectly to the operation of the Pre-School Service including the Grantor and purpose of the grant
- That all grants have been appropriately spent (in the case of the childcare grant, that it has been used per section 3.2 of this agreement) and accounted for on an individuated basis in line with Financial Procedures, Reporting Requirements and Guidelines document to be published by the Department of Children and Youth Affairs
- Details of other funding sources relating directly or indirectly to the operation of the Pre-School Service

- 7.5 The Provider shall respect and comply with the statutory role and regulatory and public accountability responsibilities of the Department, its agents and other relevant statutory bodies and at all times co-operate fully with the Department, its agents and all other statutory bodies in this regard;

8. Right of Verification and Audits.

- 8.1 The Grantee shall permit representatives and agents of the Grantor to attend at the premises of the Grantee and shall permit access to the Grantee's premises and personnel for the purposes of inspection and audits. These shall include, but not be limited to, inspections and audits carried out by the early years (pre-school) inspectorate, Pobal, the Inspectorate of the Department of Education and Skills and any other applicable verification, audit and/or inspection that may be provided for. The Grantee shall allow access to relevant financial and other records for this purpose, and shall facilitate and co-operate with inspections and audits as required.
- 8.2 Verification, audit and other inspections, including education-focused inspections, may be carried out without prior notice being given to the Grantee.

8.3 Relevant records must be available at all times on-site for inspection and the Grantee shall allow such records (or copies of such records) to be taken off-site for the purposes of conducting such inspections and audits. The Grantee shall permit and facilitate representatives and agents of the Grantor to make any copies of records as deemed necessary.

9. Term and Termination.

9.1. This Agreement may be entered into electronically and the Grantee shall be required to electronically confirm and accept the terms and conditions of this Agreement.

9.2. Nothing in this Agreement shall be construed as imposing any obligation on the Grantor to provide financial assistance of any nature to the Grantee after the Term. Save as is expressly provided for in this Agreement the Grantor shall have no financial or other obligations to the Grantee or to any other party whatsoever.

9.3. The Grantor shall be entitled at any time during the Term to terminate this Agreement immediately if any one or more of the following events occur:

(a) the Grantee, its employees, agents or any third party acting on behalf of the Grantee knowingly makes a false or misleading statement, or fails to disclose information in the course of its application (i) for the Grant or (ii) for any payment thereof, or in the provision of any information or documentation in relation to its obligations under this Agreement;

(b) if an order is made or an effective resolution is passed for the winding up of the Grantee;

(c) if a receiver, examiner or administrator is appointed over any of the property or assets of the Grantee;

(d) if the Grantee shall commit a breach of any term or condition of this Agreement and, if such breach is capable of remedy, shall not have remedied it within 30 days after written notification thereof has been served on the Grantee;

(e) if a distress or execution is levied or served upon any of the property or assets of the Grantee and is not paid off within 30 days;

(f) if the Grantee shall cease or threaten to cease to operate all or a substantial part of the Childcare Service; or

(g) if any other event occurs which the Grantor in its absolute discretion considers might or does materially adversely affect the ability of the Grantee to operate the Childcare Service and/or to comply with its obligations under this Agreement.

9.4. On termination of this Agreement, the Grantee shall repay to the Grantor on demand all, or, at the absolute discretion of the Grantor, a portion of, monies received in respect of the Grant and in the event of default on such repayment, such monies shall be recoverable from the Grantee as a simple contract debt.

9.5. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

9.6. The Grantee shall pay all legal and other costs, charges and expenses incurred by the Grantor in enforcing or endeavouring to enforce the repayment of any monies and/or compliance by the Grantee with its obligations hereunder.

9.7. Subject to the provisions of sub-clause 9.3, this Agreement may be terminated by either party by serving 3 months written notice to the other party. For greater certainty, neither party shall be entitled

to any additional amounts or compensation in the event that this Agreement is terminated in accordance with this sub-clause.

10. Insurance and Indemnity.

10.1. The Grantee shall for the duration of this Agreement effect and maintain any necessary employer's liability insurance and public liability insurance adequate and necessary to operate and deliver the CCSP Programme, to operate its business and cover all liabilities of the Grantee arising in relation to the CCSP Programme and pursuant to this Agreement.

10.2. The Grantor shall have no liability in respect of any actions, proceedings and costs, claims, demands and liabilities whatsoever, arising directly or indirectly, from any act or omission of the Grantee, its employees, servants or agents in connection with the Childcare Service or any breach of this Agreement and the Grantee shall indemnify the Grantor in regard to any such actions.

11. Retention of Records.

11.1. The Freedom of Information Act 2014 applies to this Agreement.

11.2. The Grantee agrees to maintain compliance with the Data Protection Acts 1988 and 2003, the GDPR and other relevant statutory provisions and guidance that may be issued by the Data Protection Commissioner for Ireland from time to time and will comply with all obligations at law.

12. Force Majeure.

12.1. If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.

12.2. The Affected Party shall notify the other party, through its agents (Pobal), of the estimated extent and duration of such inability to perform its obligations within three weeks of the onset of the event. Upon the cessation of the event of Force Majeure, the Affected Party shall notify the other party of such cessation.

12.3. In the event Force Majeure continues for more than 45 days then either party shall have the right to terminate this Agreement on written notice to the other party.

13. Non-assignment/Sub-contracting.

13.1. This Agreement is personal to the Grantee who shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it, to any other party.

13.2. The Grantee shall not be entitled to sub-contract any of its obligations under this Agreement and shall remain primarily responsible for their performance.

13.3. The Grantee shall be entitled to sub-contract services which are additional to its obligations under this Agreement, including where these are provided as additional optional services within the Childcare Service, provided the Grantee continues to meet its obligations in respect of the Childcare Service under this Agreement.

14. General.

- 14.1. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
- 14.2 This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties, or electronically if so requested by the Grantor by acceptance by the Grantee of the terms and conditions (as varied) of the Agreement.
- 14.3. A failure or delay by the Grantor to exercise any right or remedy under this Agreement shall not in any way be construed as a waiver of the Agreement.
- 14.4. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.5. In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only. The validity and enforceability of any of the other provisions of this Agreement shall not be affected.
- 14.6. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

APPENDIX 1

General Terms and Conditions governing participation in the CCSP Programme

1. A Grantee must have an agreed contract with the Minister for Children and Youth Affairs and be:
 - (a) registered with the Child and Family Agency (Tusla) and have a satisfactory level of compliance with Regulations made under PART VIIA of the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013).Or
 - (b) a service which is limited to the care, outside of normal school hours, of school age children (a "school age service").
2. Administration of the CCSP Programme shall be the responsibility of the Grantor and/or Pobal.
3. The Grantee must be trading as a limited company, a sole trader, a designated activity company, a partnership, or be a School Board of Management. The Grantee must demonstrate tax compliance by providing their tax reference number, together with their tax clearance access number. By supplying these numbers the Grantee acknowledges and agrees that Pobal and/or the Grantor has the permission of the Grantee to verify its tax cleared position online.
4. The Grantee must provide an e-mail address to be used for communications from the Grantor or Pobal in relation to the Childcare Service. The Grantor and Pobal reserve the right to communicate important information, including information relating to payments, electronically.
5. The Grantee must provide a contact address. Where the Grantee's home address is different to the facility address, both addresses must be provided (this does not apply where the Grantee is a limited company). A contact telephone number, at which the Grantee can be contacted during work hours, must also be provided.
6. The Grantee must have access to facilities that enable them to conduct business online and a PIP user account in order to participate in the CCSP Programme. The Grantee shall administer the CCSP Programme entirely via PIP. The Grantee shall access Pobal's website (www.pobal.ie) to ensure that they are familiar with the most up to date online programme administration procedures and guidelines as contained in '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' as well as the '*CCSP How to Guide for Service Providers*', available on the Pobal website (www.pobal.ie)
7. The Grantee agrees to use the Grant to reduce the childcare fees charged to qualifying parents of children attending the Childcare Service.
8. The Grantee shall ensure that all staff working with pre-school age children in the service comply with the qualifications requirement of the CHILD CARE ACT 1991 (EARLY YEARS SERVICES) REGULATIONS 2016, as set out in Part 3, 9.4 of these regulations, being that the staff working with pre-school age children hold at least a major award in Early Childhood Care and Education at Level 5 on the National Qualifications Framework or a qualification deemed by the Minister to be equivalent, or fulfil the requirements of Part 3, 9.6 of these regulations, which refers to arrangements made for so-called 'grandfathering declarations'.
9. The Grantee must also participate in the ECCE programme and/or the TEC Programme and meet the terms and conditions of those programmes, subject to an exemption being granted in writing by the Grantor to this requirement. Exemptions from this provision must be sought by the Grantee in writing.

10. The Grantee shall complete all contractual requirements and have a contract in place with the Grantor by 20 August 2018. A later date may be permitted where the Grantor deems it appropriate.
11. (a) The Grantee must upload a fees list (by 14th September 2018) and a service calendar (by 14th August 2018) to PIP which demonstrates that the appropriate reductions in childcare fees for qualifying parents will be applied. This fees list and service calendar will be subject to review by the Grantor and / or the relevant CCC.

(b) Where the term of the Grant Funding Agreement is extended for a period, the Grantee must upload a fees list and service calendar, (at a date to be determined by the DCYA), to PIP, which demonstrates that the appropriate reductions in childcare fees for qualifying parents will be applied. This fees list and service calendar will be subject to review by the Grantor and / or the relevant CCC.
12. Notwithstanding the foregoing, the Grantor reserves the right to review and amend any actions or policies which, in the view of the Grantor, run contrary to this Agreement.
13. The Grantee must ensure that parents are informed that their agreement to any optional charge is not compulsory and that agreement is not a condition of initial or continued enrolment. Booking deposits may be taken from parents provided such booking deposits are no more than twice the standard price charged in the service for the type of place being offered and provided such booking deposits are repaid to parents once the child's registration has been approved on PIP
14. The Grantee's fees list, service calendar, and copies of any letters or other communications issued to parents which relate to the operation of the Childcare Service, including information relating to optional additional charges, discounts and deposits must be displayed at all times in an area accessible by parents.
15. Parents will qualify for reduced childcare fees where they meet the CCSP programme criteria as detailed in the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*'.
16. The eligibility criteria are available in the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*'. When children are being registered for a CCSP place the manager of the Grantee shall confirm with the parents the number of days the child is being enrolled for, and the type of childcare place required. Parents shall be informed that both their own and their child's Personal Public Service Number (PPSN) The grant paid by the Grantor to the Grantee in respect of an individual child will be based on the parent and child's eligibility. The Grantee will also require the parent and child's date of birth for verification on PIP, along with the child's gender.
17. The Grantee must communicate all information relating to the Childcare Service electronically via PIP, or as directed by the Grantor or Pobal.
18. The Grantee must attach proof of eligibility for Grant funding from the time the child commences in the Childcare Service. The Grantor reserves the right, at its sole discretion, to decline any such application for funding.
19. The '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' details information in relation to children leaving the CCSP Programme or transferring between other Childcare Programmes.