

Department for Work and Pensions Caxton House Tothill Street London SW1H 9NA

Kickstart.grantapprovalteam@dwp.gov.uk

Our ref: KS7C79A82F

4 January 2021 2021

Herefordshire Council Plough Lane Hereford HR4 0LE

Attn: Gavin Stephens

By email to: Business@herefordshire.gov.uk

Dear Gavin,

Kickstart Scheme – Grant Offer Letter for Gateways

Thank you for your application to become a Kickstart Scheme Gateway on behalf of a group of employers to help them create jobs for young people at risk of long-term unemployment.

After considering your application, we are pleased to offer you a Kickstart Scheme grant, subject to your agreement to and compliance with this Grant Offer Letter and the Kickstart Scheme Grant Funding Agreement: Terms and Conditions for Gateways available at https://www.gov.uk/government/publications/kickstart-scheme-terms-and-conditions, as updated by us from time to time (the **Conditions**).

We conduct a number of checks as part of the application process. The employers included in this Grant and referred to as **Employers** in the Grant Agreement have met these checks. Unfortunately, we are unable to include the remaining employers.

The Grant Agreement between you and us comprises this Grant Offer Letter and the Conditions. It is made between the Secretary of State for Work and Pensions (acting as part of the Crown) of Caxton House, Tothill Street, London SW1H 9NA (**DWP** or **us**) and Herefordshire Council, a public authority, registered in England and Wales, whose principal address is at Plough Lane, Hereford, HR4 0LE (the **Grant Recipient** or **you**).

Once you enter into this Grant Agreement with us, you will need to put in place agreements with each Employer (in the form provided in Attachment 2) to ensure you have an appropriate basis to deliver the Funded Activities and can comply with your Grant Agreement with us.

Unless the context otherwise requires, capitalised expressions used in this Grant Offer Letter have the same meanings as in Annex 1 of the Conditions.

1. **OVERVIEW OF THE GRANT**

The key elements of the Grant are described in the table below:

Funded Activities

We will provide you with Grant funding to help you and your Employers to provide six months of paid employment for young people, including employability support to develop their work skills and to help them find future employment

Your responsibilities as a Gateway will include:

- 1. Gathering relevant information from Employers about the Kickstart Scheme jobs they provide.
- 2. Passing on to the Employers the relevant payments we make to you as soon as possible and in any event within a maximum of five (5) Working Days of receiving payment from us.
- 3. Sharing your expertise with Employers to help them onboard and offer employability support to young people employed through the Kickstart Scheme.
- 4. Providing help directly to young people employed through the Kickstart Scheme with developing the skills and experience to find work after completing the Scheme.
- 5. Ensuring funding payments claimed by Employers are valid and properly incurred and recovering any amounts wrongly paid.

You and your Employers will use the Grant to carry out the following activities:

- 1. Funding will be used to create six-month, meaningful jobs for young people, aged 16-24, who are claiming Universal Credit and referred to you and/or your Employers by us for employment opportunities (Participants).
- 2. Funding can only be used by you and your Employers to employ Participants in new jobs. The jobs must not:
 - replace existing or planned vacancies; and/or
 - cause existing employees, apprentices or contractors to lose work or reduce their working hours.
- 3. All jobs supported by Grant funding must:
 - be for a minimum of 25 hours a week, for six months; and
 - pay at least the National Minimum Wage/National Living Wage (as applicable) for the Participant's age

	group and national insurance and minimum automatic enrolment contributions.						
	 You and your Employers will help Participants to develop their skills and experience to find work with you, one of your Employers or another employer after completing the Kickstart Scheme. 						
	Provided Grant funding is only used for Funded Activities, you and your Employers have the control and flexibility to decide how best to help the Participants you are supporting.						
	A more detailed description of the Funded Activities is set out in Annex 2 (Funded Activities) of the Conditions.						
Maximum	105 Placements.						
number of	The Employees and employment enpertunities that are						
employment opportunities to be funded	The Employers and employment opportunities that are included in this Grant Agreement are listed in Attachment 3.						
	The maximum number of employment opportunities funded and the amount of Grant funding provided may be increased or decreased from time to time as explained in the Conditions, including clauses 3 and 21.						
Maximum Sum of Grant per	Up to £7648.80 per Participant.						
Participant	This maximum figure is based on a Participant aged 25 at the end of their six-month Kickstart Scheme employment. The actual amount of the Grant paid for each Participant will depend on their age at the end of their six-month Kickstart Scheme employment and what the National Minimum Wage/National Living Wage is for a Participant of that age.						
Funding Period	The period from the date on which the Grant Agreement takes effect until the Project End Date.						

Payment The Grant funding will be paid to you in the following Schedule instalments for each Participant who is employed in accordance with the requirements of this Grant Agreement: Initial payment of £1800* for administration, set-up costs, support and training on confirmation that the Participant has started employment with you or the Employer; and Monthly payments of wage costs – paid in arrears on confirmation that the Participant has been paid through PAYE in the previous month. The monthly wage cost payments will cover for each Participant in the relevant time period 100% of the relevant National Minimum Wage (or the National Living Wage depending on the age of the Participant) for 25 hours a week plus the associated employer National Insurance contributions and minimum automatic enrolment contributions. A more detailed description of the payment schedule is set out in Annex 3 (Payment Schedule) of the Conditions. This includes how payment will be adjusted if the Participant stops being employed as part of the Kickstart Scheme before the end of the intended six-month employment period. * If the Participant will be working for you rather than an Employer, the initial payment will be £1500 not £1800. From the initial payment, we expect you will retain £300 as a contribution towards your own administrative costs and pass through the rest to the Employer to contribute to its set-up, support and training costs. If you will be helping with set-up, support and training during the period of the relevant Kickstart Scheme job, you may agree with the Employer that you will retain more than £300 from the initial payment to reflect your contribution to these Funded Activities. **Please note**: We expect you to pass through the right amount of Grant funding to the Employer as soon as possible and in any event within five (5) Working Days after you receive the funding from us. We may contact the Employers you represent and ask about the speed with which they are receiving payment from you. **Grant Review** DWP may review the Grant during the lifetime of the Funding Period.

Project End Date	 31 December 2021. Please note: The Grant Agreement may be terminated earlier as explained in the Conditions. The Project End Date may be extended if we choose to extend the Kickstart Scheme.
Kickstart Representative	Gavin Stephens

2. PAYMENT OF THE GRANT

- 2.1 The Grant is made pursuant to section 2 of the Employment and Training Act 1973.
- 2.2 Subject to your compliance with the terms of the Grant Agreement, DWP will make Grant payments in accordance with the Payment Schedule. You are fully responsible for paying the correct Grant money to each Employer once you have received payment from us. Employer requests for payment must not be submitted to us.
- 2.3 You must complete and sign the Confirmation of Bank Details form in Attachment 1 to this Grant Offer Letter as part of your acceptance of the Grant. Grant payments will be made in pound sterling (GBP) into the bank account listed in the form. This bank account must be in the name of your business and located in the UK. No payment will be made in advance of receipt of a correctly completed and signed form.
- 2.4 The signatory to your Confirmation of Bank Details form must be your chief finance officer or other person with proper delegated authority. Any change of bank details must be notified immediately on the same form and signed by an approved signatory. Any change of signatory must be notified to us for approval as soon as known.

3. THE GRANT AGREEMENT BETWEEN YOU AND US

- Once you sign this Grant Offer Letter as designated below, the Grant Agreement between you and us will be deemed to take effect. Please ensure you have read and understand this Grant Offer Letter and the Kickstart Scheme Grant Funding Agreement: Terms and Conditions for Gateways available at https://www.gov.uk/government/publications/kickstart-scheme-terms-and-conditions.
- 3.2 You should note that failure to comply with the terms and conditions of the Grant Agreement may result in Grant payments being suspended, reduced, reclaimed or withheld, and/or the Grant being withdrawn, without prejudice to any other civil or criminal sanctions which may be appropriate.

4. THE AGREEMENT BETWEEN YOU AND EACH EMPLOYER

4.1 As soon as possible after you sign this Grant Offer Letter, you will enter into an agreement with each Employer in the form provided in Attachment 2 to this Grant Offer Letter (Employer Agreement). We will be entitled in our absolute discretion to enforce

the terms of the Employer Agreement as if we were you. We will not make any payments to you for an Employer you represent until you confirm to us in writing that you have entered into an Employer Agreement with that Employer and hold a valid copy of it. You will provide us with a signed copy of each Employer Agreement on request.

4.2 You must ensure that each Employer receiving Grant funding complies with the terms of the Employer Agreement at all times. You will make full use of the rights and sanctions afforded to you under the Employer Agreement to monitor and ensure the appropriate delivery of the Employer's Funded Activities and compliance with the Employer Agreement.

5. FILLING VACANCIES & NO GUARANTEE OF FUNDING

- 5.1 You will provide full details of the proposed Kickstart Scheme vacancies being offered by you and/or your Employers following the signing of this Grant Offer Letter. We will review the vacancies, check they match the Eligibility Criteria for the Kickstart Scheme and refer any suitable candidates from our records to you or the relevant Employer(s). We reserve the right not to refer people to fill the vacancies or provide Grant funding if you, any of your Employers or any of the vacancies do not meet the Eligibility Criteria for the Kickstart Scheme in our opinion. You understand that there is no guarantee of any funding or obligation to provide it.
- We will only provide Grant funding for you and your Employers to engage candidates referred to you or them by us. This allows us to check that the candidate is properly employed and receiving salary and ensure that public money is being used appropriately.

6. **ACCEPTING THE OFFER**

To accept this, offer of grant funding, please arrange for an authorised signatory to sign and date this Grant Offer Letter as indicated below and return **both** the signed Grant Offer Letter and your Confirmation of Bank Details form to the following address within one calendar month of receipt: **Deadline**: 4 February 2021.

Kickstart.grantapprovalteam@dwp.gov.uk

We will not refer candidates or provide funding until we receive this documentation completed to our satisfaction and your written confirmation that an Employer Agreement is in place with the relevant Employer. If we do not receive this documentation by the Deadline, the Grant offer will lapse. If you will not be able to meet the Deadline or have any other questions about this Grant Offer Letter, please let us know immediately.

7. **DECLARATION**

- 7.1 By signing this Grant Offer Letter, you warrant and represent that:
 - 7.1.1 your obligations under the Grant Agreement are legal, valid, binding and enforceable;
 - 7.1.2 all authorisations and consents necessary to enable you to enter into and perform the obligations in the Grant Agreement have been obtained;
 - 7.1.3 you have read and understand the application criteria for the Kickstart Scheme (available at https://www.gov.uk/government/collections/kickstart-scheme) and the vacancies provided by you and your Employers meet those criteria;
 - 7.1.4 you understand your responsibilities as a Kickstart Scheme gateway (https://www.gov.uk/guidance/check-if-you-can-apply-for-a-grant-as-a-representative-of-a-group-of-employers-through-the-kickstart-scheme#responsibilities) and have the prior experience, and robust financial and governance processes, to manage the Grant with the Employers you represent:
 - 7.1.5 the information in your Grant application is correct and complete;
 - 7.1.6 the person signing this Grant Agreement is duly authorised to sign on your behalf; and
 - 7.1.7 your Kickstart Representative referenced in the table above is authorised to make decisions and provide information on your behalf.

Yours sincerely

Alica
for and on behalf of DWP
Name of DWP signatory: Nick Riddle
I confirm the agreement of Herefordshire Council to the terms and conditions in this Grant Offe Letter and the Conditions. I am authorised on behalf of the Grant Recipient to accept this offe on the terms set out in this Grant Offer Letter and the Conditions.
Signature:
Name:
Position:
Date:

ATTACHMENT 1

Confirmation of Bank Details form

Guidance: The Gateway must complete parts 1 to 5. Part 5 must only be completed by the person who signed the Grant Offer Letter or their replacement.

The Gateway should take a copy of the form for their records and return the original along with the signed Grant Offer Letter to the address indicated in the Grant Offer Letter.

Part 1: Grant Recipient details	
Gateway Name / Trading Name	Address of Gateway including Postcode
Kickstart reference number	
Grant name	Contact telephone number
Kickstart	
Part 2: Bank	
Bank / Building Society name	Account name
	_
	Account number
Branch name	_
	Account type
Bank sort code	
	Branch address, including Postcode
Building Society roll number	
Part 3: Email address for remittance	
Send our advice remittance email to	

Part 4: Authorised signatories							
The names and specimen signatures of people authorised to sign payment claim forms on behalf of the person who signed the Grant Offer Letter are shown below. These signatures are binding on this organisation in respect of this Grant Agreement.							
Name	Name						
Position in the organisation	Position in the organisation						
Signature	Signature						
Date	Date						
Part 5: Grant Recipient declaration							
To be completed by the person who signed the I certify that the information given on this form I agree that following discussions, any overpa payments. Name							
Date							
Return this form to the address indicated in Grant Offer Letter.	the Grant Offer Letter, alongside a signed						

General Data Protection Regulation (2018): The information on this form will be recorded on DWP's computer system. The information provided will be used for paying your grant and will not be passed to anyone outside of DWP without your permission.

ATTACHMENT 2

Employer Agreement

[Gateway's name and address]

[contact name and details]

[Insert date]

[Employer's name] [Employer's address]

Attn: [Employer's contact name]

By email to: [Employer's contact email address]

Dear [Insert Employer's contact name],

<u>Kickstart Scheme – Funding Letter</u>

We are pleased to inform you that the Secretary of State for Work and Pensions (**DWP**) has accepted our application to take part in the Kickstart Scheme and work with you to create jobs for young people at risk of long-term unemployment. This letter explains what happens next and how you can access candidates and funding for your Kickstart Scheme vacancies.

Before DWP will submit candidates for your Kickstart Scheme vacancies or provide any grant funding, you will need to enter into an agreement with us that explains what you can use the funding for and the standards you will need to uphold as a recipient of public money.

The agreement between you and us (**Kickstart Employer Agreement**) comprises:

- this Funding Letter, which gives you an overview of your duties as a Kickstart Scheme employer and the funding; and
- the Kickstart Scheme Terms and Conditions for Gateways and Employers available at https://www.gov.uk/government/publications/kickstart-scheme-terms-and-conditions, as updated from time to time (the **Conditions**).

Once you sign this Funding Letter, the Kickstart Employer Agreement between you and us will take effect. Please ensure you have read and understand this Funding Letter and the Conditions.

Unless the context otherwise requires, capitalised expressions used in this Funding Letter have the same meanings as in Annex 1 of the Conditions.

1. KICKSTART SCHEME OVERVIEW

The table below explains what you can use Kickstart Scheme funding for and how it will be paid:

Funded Activities We will provide you with Grant funding from DWP to help you provide six months of paid employment for young people, including employability support to develop their work skills and to help them find future employment. The activities funded are as follows: 5. Funding will be used to create six-month, meaningful jobs for young people, aged 16-24, who are claiming Universal Credit and referred to you by DWP (directly or via us) for employment opportunities (Participants).

- 6. Funding can only be used by you to employ Participants in new jobs. The jobs must not:
 - replace existing or planned vacancies; and/or
 - cause existing employees, apprentices or contractors to lose work or reduce their working hours.
- 7. All jobs supported by Grant funding must:
 - be for a minimum of 25 hours a week, for six months;
 and
 - pay at least the National Minimum Wage/National Living Wage (as applicable) for the Participant's age group and national insurance and minimum automatic enrolment contributions.
- 8. You will help Participants to develop their skills and experience to find work with you or another employer after completing the Kickstart Scheme.

A more detailed description of the Funded Activities is set out in Annex 2 (Funded Activities) of the Conditions.

Maximum number of employment opportunities to be funded

[Insert details]

The maximum number of employment opportunities funded and the amount of funding provided may be increased or decreased from time to time as explained in the Conditions, including clauses 3 and 21.

Funding Period

The period from the date on which the Kickstart Employer Agreement takes effect until the Project End Date.

Project End Date 31 December 2021. Please note: The Kickstart Employer Agreement may be terminated earlier as explained in the Conditions. The Project End Date may be extended if DWP chooses to extend the Kickstart Scheme. DWP will provide us with Grant funding to contribute to our **Payment** Schedule costs and the costs of the employers we represent, including you. From this Grant funding, we will pay you the following for each Participant employed by you in accordance with the requirements of the Kickstart Employer Agreement: 1. Initial payment of £[insert amount – to be agreed by the gateway and the employer for set-up costs, support and training. • DWP will only provide us with funding for this payment when it is satisfied that the Participant has started employment with you. 2. Monthly wage cost payments, paid in arrears, for each Participant. • DWP will only provide us with funding for these payments on confirmation that the Participant has been paid through PAYE by you in the previous month. The monthly wage cost payments will cover for each Participant in the relevant time period 100% of the relevant National Minimum Wage (or the National Living Wage depending on the age of the Participant) for 25 hours a week plus the associated employer National Insurance contributions and minimum automatic enrolment contributions. A more detailed description of how payment works is set out in Annex 3 (Payment Schedule) of the Conditions. This includes how payment will be adjusted if the Participant stops being employed as part of the Kickstart Scheme before the end of the intended six-month employment period. We and DWP may review the Funded Activities during the Review lifetime of the Funding Period. **Employer** [Insert name, title and contact details (phone and email) of Employer's main point of contact for the Kickstart Scheme] Representative

Gateway Representative	[Insert name, title and contact details (phone and email) of the Gateway's main point of contact for the Kickstart Scheme]

PAYMENT

- 2.1 DWP provides Grant funding for the Kickstart Scheme pursuant to section 2 of the Employment and Training Act 1973.
- 2.2 Subject to your compliance with the terms of the Kickstart Employer Agreement, we will make payments to you in accordance with the Payment Schedule. We will pay you as soon as possible and in any event within five (5) Working Days after we receive the Grant funding from DWP.
- 2.3 DWP may contact you from time to time to check how quickly you are receiving payments from us. Requests for payment must not be submitted to DWP.
- 2.4 We will ask you for details of the bank account into which payments will be made. This bank account must be in the name of your business and located in the UK. All payments will be made in pound sterling (GBP) into this bank account.

3. THE KICKSTART EMPLOYER AGREEMENT BETWEEN YOU AND US

- 3.1 The Kickstart Employer Agreement is a legally binding agreement between you and us so please make sure you understand what your obligations are. Failure to comply with the terms and conditions of the Kickstart Employer Agreement may result in payments being suspended, reduced, reclaimed or withheld, and/or your involvement in the Kickstart Scheme ending, without prejudice to any other civil or criminal sanctions which may be appropriate.
- 3.2 You should note that DWP is entitled to enforce the terms of the Employer Agreement as if it was us. If requested by DWP, we will provide DWP with a signed copy of the Kickstart Employer Agreement between you and us.

4. FILLING VACANCIES & NO GUARANTEE OF FUNDING

4.1 You will provide full details of the proposed Kickstart Scheme vacancies being offered by you following the signing of this Funding Letter. DWP will review the vacancies, check they match the Eligibility Criteria for the Kickstart Scheme and refer any suitable candidates from its records for the vacancies. DWP reserves the right not to refer people to fill the vacancies or provide Grant funding for them if you or any of the vacancies do not meet the Eligibility Criteria for the Kickstart Scheme in its opinion.

You understand that there is no guarantee of any funding or obligation on us or DWP to provide it.

4.2 DWP will only provide Grant funding for you to engage candidates referred to you by DWP. This allows DWP to check that the candidate is properly employed and receiving salary and ensure that public money is being used appropriately.

5. **ACCEPTING THE OFFER**

To accept this offer of funding, please arrange for an authorised signatory to sign and date this Funding Letter as indicated below and return it to the following address within one calendar month of receipt (**Deadline**):

[add return address details]

DWP will not refer candidates or provide funding until it receives written confirmation from us that a Kickstart Employer Agreement is in place with you. If we do not receive this documentation by the Deadline, this offer of funding will lapse. If you will not be able to meet the Deadline or have any other questions about this Funding Letter, please let us know immediately.

6. **DECLARATION**

- 6.1 By signing this Funding Letter, you warrant and represent that:
 - 6.1.1 your obligations under the Kickstart Employer Agreement are legal, valid, binding and enforceable;
 - 6.1.2 all authorisations and consents necessary to enable you to enter into and perform the obligations in the Kickstart Employer Agreement have been obtained:
 - 6.1.3 you have read and understand the application criteria for the Kickstart Scheme (available at https://www.gov.uk/government/collections/kickstart-scheme) and your business and the vacancies provided by you meet those criteria;
 - 6.1.4 the person signing this Funding Letter is duly authorised to sign on your behalf;
 - 6.1.5 your Kickstart Representative referenced in the table above is authorised to make decisions and provide information on your behalf.

Yours sincerely								
(Gateway)	for and	on	behalf	of	[<mark>name</mark>	of (gateway	organisation]
Name of Gateway's signatory:								
I confirm the agreement of Employers Funding Letter and the Conditions offer on the terms set out in this Fo	s. I am au	thori	sed on	bel	half of th	ne E		
Signature:								
Name:								
Position:								
Date:								

ATTACHMENT 3

Employers and Employment Opportunities

The **Employers** and employment opportunities that are included in this Grant Agreement are listed in the attachment below:

Application number (required & will be the same for all)	Organisation name (required)	Number of placements (required)
KS7C79A82F	Herefordshire Council	20
KS7C79A82F	Hoople Ltd	10
KS7C79A82F	Bridges Childcare Limited	1
KS7C79A82F	Holmer Church of England Academy	1
KS7C79A82F	Knockhundred Translations Ltd	3
KS7C79A82F	Herefordshire Media Ltd T/A The Seed Group	1
KS7C79A82F	Fodder Basics Ltd	3
KS7C79A82F	Three Counties Car Wash Limited	3
KS7C79A82F	Symonds & Co (Hereford) Ltd	1
KS7C79A82F	Hereford Vocational Training Limited	3
KS7C79A82F	HOPE'S CHILDREN & YOUNG PEOPLES SUPPORT SERVICES	2
KS7C79A82F	Work Here Ltd	2
KS7C79A82F	Osha Clean Ltd	2
KS7C79A82F	Leominster Town Council	2
KS7C79A82F	Homme Soft Fruit	4
KS7C79A82F	Octaga Security Services Ltd	1
KS7C79A82F	Herefordshire Football Association Limited	6
KS7C79A82F	Parker Newton Ltd	1
KS7C79A82F	Skylark Retail Limited	2
KS7C79A82F	The Coffee Cart Company Ltd	5
KS7C79A82F	Taylor Lane Timber Frame Limited	30
KS7C79A82F	Elite Performance Gym Ltd	2