

(1) CITY OF DONCASTER COUNCIL

- and -

(2)

**AGREEMENT
FOR THE DELIVERY OF
FREE ENTITLEMENT FUNDING**

**Scott Fawcus
Doncaster Borough Council
Civic Office
Waterdale
Doncaster
DN1 3BU
L/Pcraw/64673**

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This AGREEMENT is made on the 1st day of April 2024

1 Parties

1.1 **CITY OF DONCASTER COUNCIL** of Civic Office, Waterdale, Doncaster
DN1 3BU (“the Council”)

1.2 whose Address is , , , Company Registration Number: (“”)

Collectively “**the Parties**”

2. Background

- (A) The delivery of Free Early Education and Childcare Places for eligible 9 month to 4 year olds is the Government’s commitment to support 9 month to 4 year olds to achieve their full potential and to help working parents, guardian’s or carers: manage their childcare costs; support them into work; to work successfully; or to work more hours should they wish to do so. It will support families to make positive choices for their employability and economic situation and children can play, learn and be cared for in a safe and high quality provision.
- (B) The Free Entitlements for children within the Council’s area are:
- For eligible disadvantaged 2 year olds: 570 hours a year over no fewer than 38 weeks of the year (15 hours per week, term time) and up to 52 weeks of the year. Working Parents Entitlements 570 hours a year over no fewer than 38 weeks of the year (15 hours per week, term time) and up to 52 weeks of the year.
 - For all 3 & 4 year olds: 570 hours a year over no fewer than 38 weeks of the year (15 hours per week, term time) and up to 52 weeks of the year referred to as the “**Universal Entitlement**”
 - For eligible 3 & 4 year olds: Working Parents Entitlements, an additional 570 hours a year over no fewer than 38 weeks of the year (15 hours per week, term time) and up to 52 weeks of the year, referred to as the “**Extended Entitlement**” which together with the Universal Entitlement and funding for eligible 2 year olds are all independently or collectively referred to within this Agreement as “**Free Entitlement Place(s)**”
 - From 1st September 2024: Working Parents Entitlements, for eligible 9 months plus: 570 hours a year over no fewer than 38 weeks of the year (15 hours per week, term time) and up to 52 weeks of the year
- (C) The Council are working across the borough with schools and private, voluntary and independent (PVI) childcare providers to make available Free Entitlement Places which are to be free at the point of access to Parents.

- (D) Local authorities are required to have a funding agreement in place with Providers who deliver Free Entitlement Places, this includes:
- Early years providers and childminders registered on the Ofsted Early Years Register;
 - Childminders registered with a childminder agency that is itself registered with Ofsted;
 - Schools (including Academies) taking children age two and over and which are exempt from registration with Ofsted as an early years provider.
- (E) This Agreement applies to the Free Entitlement Places that the Provider has been approved to deliver, relating to 2, 3 and 4 years old places or 3 and 4 year old places as appropriate.

AGREED TERMS

3 Definitions and Interpretations

Agreement	Means these terms and conditions including Appendices A to G
Agreement Manager	Means the person nominated by the Provider to have responsibility for the management of this Agreement as detailed within clause 4.
Authorised Officer	Means the officer to whom the function rights and powers given to the Council by this Agreement have been delegated wholly or in part or to such substitute officer appointed by the Council as detailed within clause 4.
Commencement Date	Means the 1 st April 2024.
Data Protection Legislation	Means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
Directory	Means the directory held by the Council containing a list of names, addresses and contact details of Providers.
EYFS	Means the Early Years Foundation Stage

Early Years Annual Census	Means a count of the number of Providers and the number of Free Entitlement Places provided.
Early Years Provision Model Agreement	Means the Department for Education Model Agreement for Early Years Provision Free of Charge and Free Childcare of June 2018.
ECS	Has the meaning given to it in clause 8.6 of this Agreement.
Exempted Information	Means any information or category of information, document, report, contract or other material containing information relevant to this Agreement that has been designated by the mutual agreement of the Parties as potentially falling within a FOIA exemption under the Freedom of Information Act 2000.
Extended Entitlement	Has the meaning set out in 2(B) of this Agreement.
FOIA	Means the Freedom of Information Act 2000
FOIA Exemption	Means any application exemption to the FOIA including, but not limited to, confidentiality (section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (section 43 FOIA).
Free Entitlement Place	Has the meaning set out in clause 2 of this Agreement.
Funding	Means the payment made by the Council to the Provider for the provision of the Free Entitlement Places.
Funding Period	Means one of the three funding periods within an academic year: Autumn funding period: 1 st September to 31 st December Spring funding period: 1 st January to 31 st March Summer funding period: 1 st April to 31 st August
Guidance	Means the DfE document: Early Education and Childcare Statutory Guidance for Local Authorities, April 2024 (once in force) and as amended from time to time, a web link for which is at Appendix B.
Headcount Portal	Means the early years Provider online portal facility which enables the Provider delivering early education places to submit headcount data and other information to the Council securely, the user guide for which is set out at Appendix G Part 1 Early Years Portal User Guide
Indicative Budget Letter	Has the meaning set out at Appendix C Payments and the Funding Process Parts 1 and 2.

Law	Means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Provider is bound to comply, including without limitation the Data Protection Legislation.
Parents	Means the parent, guardian or carer with legal responsibility for the child applying for a Free Entitlement Place.
Prohibited Acts	Has the meaning provided within clause 31 of this Agreement.
Provider	Means the school, organisation or childcare provider who delivers Free Entitlement Places identified at clause 1 of this Agreement.
Quality Standards	Means the quality standards set out in the Guidance at Section A3.
SEND	Means special educational needs and disability.
Service	Means the provision of free early education and childcare places in accordance with the terms of this Agreement.
Service Users	Means the parent, guardian or carer of a 2, 3 or 4 year old child that is entitled to a Free Entitlement Place. From September 2024, also includes 9 month+ children
Term	Means the period of 1 st April 2024 to 31 st March 2025
Universal Entitlement	Has the meaning given in clause 2 of this Agreement.
Working Day	Means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

Interpretations

The interpretation and construction of this Agreement shall be subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing any gender include every gender;

- c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d) reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted and includes any subordinate legislation made under it and shall also include a reference to any relevant guidance or code of practice issued by a competent authority;
- e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and wherever and however constituted and their successors and permitted assigns or transferees;
- f) the words include, includes and including are to be construed as if they were immediately followed by the words “without limitation”;
- g) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement;
- h) the Appendices form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Appendices;
- i) any obligation in this Agreement on a Party not to do any act or thing or not to omit to do any act or thing shall include an obligation not to allow such act or thing to be done and not to allow such act or thing to be omitted to be done; and
- j) a reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.

4. Contacts

- 4.1 The Parties to this Agreement hereby authorise the following to be their representatives for the purpose of this Agreement:

Alison Tomes
Head of Service: Intervention and Prevention
Children, Young People and Families
City of Doncaster Council

Address:
Civic Office
Waterdale
Doncaster
DN1 3BU

On behalf of the Council who shall be the Authorised Officer for the purposes of this Agreement until such time as the Council notifies the Provider of any substitution.

Tel:

Email:

On behalf of the Provider who shall be the Agreement Manager for the purposes of this Agreement until such time as the Provider notifies the Council of any substitution.

- 4.2 Any changes to the above shall be notified to the other Party in writing as soon as is practicable.

4A Term

- 4A1 This Agreement shall take effect on the Commencement Date and continue for the Term subject to early termination in accordance with the provisions of this Agreement or unless otherwise lawfully terminated.

5. Key Council Responsibilities

- 5.1 The Council must secure a Free Entitlement Place for every eligible child in their area.
- 5.2 The Council will work in partnership with the Provider in the delivery of Free Entitlement Places.
- 5.3 The Council must contribute to the safeguarding of children and promote the welfare of children and young people in their area.
- 5.4 The Council will assist the Provider in offering support to meet the needs of children with special educational needs and/or disabilities (SEND).

6. Key Provider Responsibilities

- 6.1 The Provider must comply with this Agreement and its Appendices at all times.
- 6.2 The Provider must comply with all relevant Law as amended from time to time. For the avoidance of doubt, such compliance by the Provider is not reliant upon specific variation of this Agreement under clause 26 or express change in the Guidance or Early Years Provision Model Agreement.
- 6.3. The Provider should deliver the Free Entitlement Places consistently to all Service Users, whether in receipt of a 15 or 30 hours entitlement and regardless of whether they opt to pay for optional services or consumables. This means that the Provider should be clear and communicate to Parents the details about the days and times that they offer the Free Entitlement Places along with their Services and charges. Those children accessing their Free Entitlement Place should receive the same quality and access to provision.

- 6.5 The Provider must follow the Early Years Foundation Stage requirements (“EYFS”) and have clear safeguarding policies and procedures in place that link to the Council’s guidance for recognising, responding, reporting and recording suspected or actual abuse.
- 6.6 The Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the Special Educational Needs inclusion fund and disability access fund to deliver effective support, whilst making information available about their SEND offer to Service Users.
- 6.7 Where providers are seeking to claim Disability Access Fund (DAF) appropriate documentation must be provided to evidence the entitlement. This must include a copy of the Disability Living Allowance (DLA) letter and the signed Parental Declaration Form. Where documentation is not provided funding will not be paid.
- 6.8 It is the Provider’s responsibility to ensure that children for whom funding claims are being made are eligible to receive a Free Entitlement Place.
- 6.9 The Provider must ensure all information required by the Council, to enable the Council to fulfil its statutory and administration requirements is provided in a timely manner, in the format requested and that it is accurate, relevant and up to date.
- 6.10 The Provider shall liaise with and co-operate with all Council officers and other parties appointed to undertake duties on behalf of the Council and shall comply with any reasonable instructions issued by the Council or its Authorised Officer.
- 6.11 The Provider shall inform the Council immediately where:
- a) its interests are in conflict with this Agreement; or
 - b) if it is experiencing, or likely to experience any financial administrative, managerial or similar difficulties that may hinder or prevent the Provider from fulfilling its obligations under this Agreement.

7. Safeguarding

- 7.1 The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. The Council has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the ‘Working Together to Safeguard Children’ 2018 guidance sets these out in detail.
- 7.2 It is therefore essential that the Provider must follow the Early Years Foundation Stage “EYFS” requirements and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for

responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The Provider must have regard to 'Working Together to Safeguard Children' 2015 guidance. Reference: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/592101/Working_Together_to_Safeguard_Children_20170213.pdf

8. Eligibility

- 8.1 The Provider must check original documentation to confirm a child has reached the eligible age on initial registration for all Free Entitlement Places. The Provider must retain either a paper or digital copy of documentation to enable the Council to carry out audits and fraud investigations. Where a Provider retains a copy of the documentation, this must be stored securely and deleted in line with the guidelines as per the table below. In all cases the parent declaration must be signed in the term prior or prior to any submission for funding, not having a signed declaration in place may result in claw back of funding.

Documentation Type	Retention Period
Parental Declaration Form	7 Years
Attendance Register	7 Years

- 8.2 The Provider should only offer a place to an eligible two year old:
- on the understanding that the child remains eligible until they become eligible for the Universal Entitlement for three and four year olds; and
 - on the provision of a unique reference number by the Council which is confirmation the child meets the eligibility criteria.
 - On the provision that the Eligibility Code issued by Childcare Choices (Working Parents Entitlement), is within eligibility when the child accesses the funding.
- 8.3 The Council must ensure that an eligible child has a Free Entitlement Place no later than the beginning of the Funding Period following the Funding Period that the child and the Parent meet the eligibility criteria for a Free Entitlement Place.
- 8.4 Alongside the working parent eligibility code, which is the child's unique 11 digit number, and checking original copies of documentation (see clause 8.1), the Provider must acquire written consent from, or on behalf of, the Parent to be able to receive confirmation and future notifications from the Council of the validity of the working parents eligibility code.
- 8.5 Once a Provider has received written consent from the Parent, they should verify the working parents eligibility code with the Council using the process outlined in clause 8.6.
- 8.6 The Provider will carry out the verification of the working parents eligibility code through a digital portal which will be provided and accessed through the Council. This will confirm the validity of a working parents eligibility code to

allow the Provider to offer the funded place. The Eligibility Checking Service (“ECS”) allows all local authorities to make instant checks for code validity. Providers should access the ECS via the Headcount Portal using their user name and password. A Headcount Portal user guide is provided at Appendix G.

- 8.7 The Provider can only claim for the Entitlement from the beginning of the Funding Period following the Funding Period in which the child and parent meets the eligibility criteria.
- 8.8 The Council shall complete audit checks to review the validity of eligibility codes for children who qualify for a 30 hours Free Entitlement Place and 2 year funding for working parents at 6 fixed points in the year, both at half-term and at the end of term (in line with the dates as listed in the table below).

Date parent receives ‘not eligible’ decision on reconfirmation	LA audit date	Grace period end date
1st January to 10th February	11 th February	31st March
11th February to 31st March	1 st April	31st August
1st April to 26th May	27 th May	31st August
27th May to 31st August	1 st September	31st December
1st September to 21st October	22 nd October	31st December
22nd October to 31st December	1 st January	31st March

The Grace Period – Applies to the Extended Entitlement only

- 8.9 A child will enter the grace period when the Service User’s cease to meet the eligibility criteria for the Extended Entitlement which is set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by Her Majesty’s Revenue and Customs or a First Tier Tribunal in the case of an appeal.
- 8.10 The Council will access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the ECS. The Council will notify a Provider via e-mail where a parent has fallen out of the Working Parent Entitlement eligibility and inform them of the grace period end date.
- 8.11 The Council shall continue to fund a place for a child who enters the grace period as set out in the Guidance.
- 8.12 Providers should ensure that Service Users are aware that if they cease to meet the eligibility criteria for the Extended Entitlement, at the end of the grace period the child will still be able to receive the 15 hours free Universal Entitlement, provided they have not exceeded the total number of hours they are entitled to.

9. Flexibility

- 9.1 Provision must be offered within the national parameters on flexibility as set out in the Guidance. The Provider should work with the Council and share information about the times and periods at which they are able to offer Free Entitlement Places to support the Council to secure sufficient stretched and flexible places to meet parental demand. The Provider should also make information about their offer, admissions criteria and schedule of charges for additional hours and Services available no later than at the point the child first accesses provision at their setting.
- 9.3 The Provider is encouraged to offer a flexible choice of free entitlement hours to fit with the needs of Parents and Service Users.
- 9.4 is the Provider's responsibility to ensure that the total hours claimed for a child does not exceed the child's entitlement. If the delivery is shared by more than one Provider, it is the Provider's responsibility to be aware of the hours being claimed for by other Providers. The Parent will complete a Parent Declaration Form in accordance with clause 9.6 and Section 4 contains information on providers and attendance details. The Provider should discuss any concerns arising from this information with the Parent to ensure the Parent is not claiming for more hours that they are entitled to.
- 9.5 The Provider must ensure that the weekly hours claimed do not exceed the weekly hours accessed. e.g. if a child only accesses 10 hours per week, 10 hours must be claimed not the full 15 hours available. Where weekly hours vary an average can be used. An exception to this would be where providers stretch the entitlements whereby less weekly hours should be claimed over more weeks in the term provided that this does not exceed the termly entitlement.
- 9.6 It is the Provider's responsibility to ensure a Parent Declaration Form:
- a) is completed for every child who will access a Free Entitlement Place (separate form for each child);
 - b) has the child's date of birth information confirmed through the Provider seeing original documentation i.e. birth certificate, passport, NHS medical card;
 - c) is fully completed and signed by the Parent prior to the child taking up their Free Entitlement Place; and
 - d) is checked for accuracy and re-signed prior to every Funding Period
- 9.7 All Providers will make available to Parents the option of taking the free entitlement hours over 38 weeks of the year (term time).
- 9.8 Providers can choose to deliver a stretched offer where the free entitlement hours are taken over more than 38 weeks of the year.

10. Partnership Working

- 10.1 The Council will work in partnership with Providers and Service Users and support partnership working between:
- a) Providers working with other Providers,
 - b) Providers and Service Users

10.2 The Provider should work in partnership with Service Users and other Providers to improve provision and outcomes for children in their setting. An interactive toolkit has been developed to help Providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring. Reference: <http://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>

10.4 The Provider should discuss and work closely with Service Users to agree how a child's overall care will work in practice when their Free Entitlement Place is split across different Providers to ensure a smooth transition for the child.

11. Special Educational Needs and Disabilities (SEND)

11.1 The Council strategically plans support for children with SEND to meet the needs of all children in their local area as per the Special Educational Needs and Disability Code of Practice: 0 to 25 years (January 2015).

Reference

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf

11.2 The Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010.

11.3 The Provider must ensure the Special Educational Needs Co-ordinator (SENCO) for the setting has undertaken an appropriate level of training to meet the requirements of the role.

11.4 In order to implement the 'graduated approach' as described within the SEND Code of Practice, the Provider will work in partnership with the Council's Area SENCO.

11.5 The Council clearly and transparently publicises support, information and guidance on the Local Offer through a range of mediums, one of which is the Families Information Service website: www.doncaster.gov.uk/fis

11.6 The Provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support Service Users to choose the right setting for their child with SEND.

11.7 The Provider shall input the required information into the January Census indicating which children have a special education need or disability.

12. Social mobility and disadvantage

12.1 The Council promotes equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with Service Users to give each child support to fulfil their potential.

12.2 The Provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (“EYPP”) eligibility. This will be recorded on the Parent Declaration Form. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.

13. Quality

13.1 The EYFS statutory framework is mandatory for all schools that provide early years provision and Ofsted registered early year’s providers in England. The EYFS sets the standards that all Providers of early years must meet to ensure that children learn and develop well and are kept healthy and safe.

13.2 Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.

13.3 The Council provides information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for Providers who are rated less than ‘Good’ by Ofsted or newly registered Providers.

13.4 Provision must be offered in accordance with the national parameters on quality as set out in the EYFS statutory framework and Appendix B, Section A3: Early Education and Childcare Statutory Guidance for Local Authorities.

13.5 If the Provider has been judged less than ‘good’ by Ofsted, the Provider must take any measures identified in a report from Ofsted to improve the overall effectiveness of the provision. This includes undertaking any training or quality improvement programme that has been identified as necessary to address concerns raised in the Ofsted inspection report.

13.6 The Council has an expectation that Providers will demonstrate their commitment to continuous professional development of their staff through accessing support, information and training with particular regard to meeting the needs of two, three and four year olds.

13.7 The Provider must inform the Council immediately of any Ofsted inspection or visit (for the avoidance of doubt this must be either on receipt of notification of an inspection or in the case of a without notice visit before 12pm on the date the inspection takes place) and the outcome. Not doing so is to be deemed an irremediable material breach of this funding agreement in accordance with clause 18.3(a).

13.8 Notwithstanding the provisions of clause 18, in the event that the Provider of Services for Free Entitlement Places to two year old children (whether disadvantaged or eligible to working parent entitlement) receives an Ofsted judgement of Requires Improvement, then the Council may in their absolute discretion allow the Provider to continue providing the Service to Service Users and to accept new Service Users in the circumstances that there are insufficient

places available with an alternative Provider that is rated as Good or Outstanding.

14. Business planning

14.1 The submission by Providers of late or incomplete information leads to additional administration on behalf of the Council to process the Free Entitlement Places. The Council may charge Providers a financial penalty for late or incomplete submissions, however this will be regularly monitored and the position reviewed annually.

14.2 The Provider should ensure all information required by the Council, to enable the Council to fulfil its statutory requirements, is submitted in a timely manner, in the format requested and it is accurate, relevant and up to date information, including but not limited to:

- a) Census Data: Early Years Annual Census
- b) Parent Declaration Forms
- c) Forecast Task Data with Estimates*
- d) Headcount Task Data*
- e) End of Term Adjustments (Where Applicable*)
- f) Invoices, as per financial guidelines of the Council
- g) Termly: Childcare Occupancy Data Collection
- h) Families Information Service: Update Your Information
- i) Workforce Audit
- j) Change of Details Form
- k) Directory Legal Document Information Form
- l) Any other periodical data requests in line with statutory guidance

Failure to do so is a breach of this agreement and may result in inaccurate, delayed or withdrawn funding.

* *Where a provider has no funded children they should notify the local authority of this.*

14.3 The Provider should maintain accurate financial and non-financial records relating to Free Entitlement Places and should give the Council access on reasonable notice to all financial and non-financial records relating to Free Entitlement Places funded under the Agreement, subject to confidentiality restrictions.

14.4 To facilitate the exchange of information and guidance the Provider shall:

- a) maintain an email address;
- b) have an active internet connection and use good internet practice for example anti-virus software;
- c) emails shall be monitored regularly and the Council is to be notified immediately of any changes to details; and
- d) regularly monitor the Headcount Portal for information from the Council about changes to the forms, system or requirements for submission of details.

15. Charging

- 15.1 Government funding is intended to cover the cost to deliver a Free Entitlement Place that is a high quality and flexible provision. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- 15.2 The Provider can charge for meals and snacks as part of a Free Entitlement Place and they can also charge for consumables such as nappies or sun cream and for services such as trips and musical tuition. Parents should therefore expect to pay for these, however if a parent chooses to provide a packed lunch/consumables this should be allowed. Where parents are unable or unwilling to pay for meals and consumables, if the Provider chooses to offer free entitlements it's responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. The Provider should be particularly mindful of the impact of additional charges on the most disadvantaged parents.
- 15.3 The Provider should deliver the Free Entitlements Places consistently so that all children accessing any of the free Entitlement Places will receive the same quality and access to provision, regardless of whether they opt to pay for additional hours, services, meals or consumables.
- 15.4 The Provider should be completely transparent about charges for additional hours and optional services prior to a child accessing a Free Entitlement Place. The Council will not intervene where Parents choose to purchase additional hours or additional services, providing this does not affect the Parent's ability to take up their child's free place.
- 15.5 The Provider should publish their admissions criteria and ensure Parents and Service Users understand which hours/sessions can be taken as free provision. The Provider should work with parents to ensure that as far as possible the pattern of hours are convenient for parents' working hours.
- 15.6 The Provider can charge Parents a deposit to secure their child's free place but should refund the deposit in full within a reasonable time scale.
- 15.7 The Provider cannot charge Parents "top-up" fees (the difference between a Provider's usual fee and the funding they receive from the Council to deliver free places) or require Parents to pay a registration fee as a condition of taking up their child's Free Entitlement Place.
- 15.8 The Provider should ensure their invoices, receipts and other documentation in relation to the Free Entitlement Places are clear, transparent and itemised, allowing Parents to see they have received their Free Entitlement Place completely free of charge and understand the breakdown of any fees paid for additional hours or services. The Provider will also ensure their invoices, receipts and other documentation in relation to the Free Entitlement Places contain their full details so that they can be identified as coming from a specific Provider.

16. Funding

- 16.1 For the Term of this Agreement, the Funding process, payments and rates for Providers are set out in in Appendix C: Payments and the Funding Process, Parts 1 and 2.
- 16.2 The Council shall pay the Provider monthly.
- 16.3 The Council will pay to the Provider the relevant Funding upon condition that Funding continues to be received from the Department for Education for the provision of Free Entitlement Places.
- 16.4 The Provider should accurately complete and submit forecast, headcount and adjustment tasks as well as other necessary data returns by the agreed date to support the Council to make payment.

17. Compliance

- 17.1. The Council shall carry out checks and/or audits on Providers to ensure compliance with this Agreement and the requirements of delivering the Free Entitlement Places.
- 17.2 The Provider must provide all reasonable assistance and access to all operations, records and systems relating to the Funding and this Agreement during a check / audit visit by the Council, the Government or their representatives or by the Comptroller and Auditor General of the National Audit Office, or his representatives. Such records should be retained for a period of 7 years from the end date of this Agreement.
- 17.3 The Provider must complete a Change of Details Form (Appendix D) to inform the Council of any changes to the information being held, which includes all of the following:
- a) New premises address
 - b) New name for the provision
 - c) A change to the chairperson, secretary or treasurer for a voluntary management committee
 - d) A change to the main contact person for the Provider
 - e) Telephone number or email address
 - f) Bank account details

18. Termination and withdrawal of funding

- 18.1 Suspension of registration by Ofsted (or the suspension of the registration of a childminder agency if applicable) or a breach of statutory requirements or safeguarding issues may result in the suspension or termination of this Agreement and withdrawal of Funding. If the Council chooses to suspend this Agreement no payments will be made either during or after the period of suspension for the period of suspension, and any payments made prior to the

suspension for the period of suspension shall be repaid to the Council by the Provider.

18.2 In accordance with the Guidance, termination of this Agreement by the Council upon reasonable notice to the Provider and the withdrawal of Funding may occur in any one or more of the following circumstances:

18.2.1 Where a Provider:

- a) of Free Entitlement Places for two year olds is judged less than 'good' by Ofsted or any childminder registered with a childminder agency is judged 'not effective' by Ofsted;
- b) of Free Entitlement Places for two year old children eligible for the working parent entitlements can access the place at a provider judged requires improvement or better by Ofsted or childcare provider registered with a childminder agency judged effective by Ofsted
- c) of Free Entitlement Places for three and four year olds is judged less than 'requires improvement' by Ofsted or any childminder registered with a childminder agency is judged 'not effective' by Ofsted;
- d) receives an Ofsted inspection Judgement of 'not met';
- e) is a childminder registered with a childminder agency where the agency has indicated to the Council that the childminder is not of the appropriate quality. The Council will also consider any information provided by a childminder agency about the childminder registered with them and the childminder's premises;
- f) Where a childminder agency receives an Ofsted grading of 'Ineffective'
- e) does not actively promote fundamental British values or if they promote views or theories as fact which are contrary to established scientific or historical evidence and explanations;

or

18.2.2 Where the Council has reasonable grounds to believe the Provider:

- a) is not meeting the independent school standard in relation to the spiritual, moral, social and cultural development of pupils;
- b) is not actively promoting fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs; or
- c) is promoting as fact, views or theories which are contrary to established scientific or historical evidence and explanations;

or

18.2.3 Where a Provider meets the quality criteria in the Guidance, Section A3.2 and A3.3 but is **not** meeting one or more of the following requirements:

- a) free Entitlement Places are delivered completely free of charge to Parents;
- b) the Funding provided is used properly and in accordance with this Agreement and the Guidance;
- c) the needs of disabled children and children with special educational needs are being met in accordance with this Agreement and the Guidance;
- d) the effective provision of safeguarding and promotion of welfare of the children accessing a Free Entitlement Place;
- e) the active promotion of fundamental British values and does not promote views or theories as fact which are contrary to established scientific or historical evidence and explanations;
- f) measures must be taken to address any concerns raised in an Ofsted report to improve the overall effectiveness of the provision; or
- g) information must be submitted accurately, completely, in the required format and timely manner to enable the Council to effectively fulfil its statutory and administration requirements.

18.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within the period notified in writing to do so; or
- b) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

18.3.1 For the purposes of clause 18.3, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit of this Agreement.

18.4 The Council may terminate this Agreement by written notice with immediate effect in the event of the Provider (or where the Provider is a Partnership, an unincorporated body, a firm, or a number of persons acting together in any capacity, the following occurs in respect of any of any of the partners / persons acting together) –

- a) in the opinion of the Council becomes or seems likely to become unable to meet its debts as they become due;
- b) suffers any distress or execution to be levied, commits an act of bankruptcy, make any composition or arrangement with creditors, has a receiver appointed or goes into liquidation;

- c) becomes bankrupt or makes a composition or arrangement with his/her creditors or has a proposal in respect of his/her company for voluntary arrangement or a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986;
- d) has an application made under the Insolvency Act 1986 to the Court for the appointment of any administrative receiver;
- e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Provider other than for the sole purpose of a scheme for a solvent amalgamation of the Provider with one or more other companies or the solvent reconstruction of the Provider;
- f) has a provisional liquidator receiver or manager of his business or undertaking duly appointed;
- g) has an administrative receiver as defined in the Insolvency Act 1986 appointed;
- h) has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge;
- i) is in the circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or which would entitle the court to make a winding up order;
- j) or any employee or any other person acting on its behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Council; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or Bribery Act 2010 shall have offered or given any fee or reward to any officer or member of the Council which if accepted is or would be an offence contrary to s117 Local Government Act 1972 or any amendment or re-enactment thereof;
- k) where the Provider is an individual, the Service Provider dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
- l) where the Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of the business
- m) has acted fraudulently or negligently; or
- n) undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988
- o) Breaches safeguarding obligations as set out in the Agreement

18.4.1 The Provider shall notify the Authority as soon as practicable of any change of control as referred to in clause 18.4 (l) or any potential such change of control.

18.5 This Agreement may be terminated by either Party giving to the other Party a minimum of one month's written notice to terminate this Agreement for whatever reason.

18.6 This Agreement will automatically be terminated if the Department for Education decide to discontinue Funding for the Free Early Years Provision, should this occur the Council will provide as much notice as possible to the Provider.

19. Consequences of Termination

19.1 The termination of this Agreement shall be without prejudice to the rights, duties and liabilities of any Party accrued prior to termination and shall not affect the continuing rights of the Parties under any provision of this Agreement that either expressly or by implication has effect or continues to have effect after termination.

19.2 The Provider shall deliver to the Council on the termination of this Agreement all correspondence, documents, specifications, papers and property belonging to the Council, which may be in the possession or under the control of the Provider.

19.3 On termination of this Agreement, howsoever caused: we will undertake a conclusion audit to recover any potential overpayments over the term of the Agreement.

- a) the Provider will no longer be able to deliver the Free Entitlement Places;
- b) the Provider shall at the request of the Council, repay to the Council in whole or in part any Funding that has been paid to them in respect of the provision of Free Entitlement Places;
- c) the Provider shall be responsible for informing Service Users and Parents that they will no longer be able to apply for or access a Free Entitlement Place at their establishment; and
- d) the Council will not be responsible to the Provider for any costs that have arisen as a result of termination and any outstanding Funding due to the Provider, at the discretion of the Council will be paid on a pro rata basis.
- e) the Provider will be subject to an audit of funding claims made throughout the Term (and will be required to comply with such audit in accordance with clause 6.9 and 6.10 as if the agreement had not been terminated as with regards these administrative obligations. Should any discrepancies be identified the funds will be repaid to the Council by the Provider immediately upon written demand by the Council.

19.4 When the Council withdraws funding from a Provider or from childminders registered with an agency, due to the Ofsted judgement, this will be as soon as is practicable from when the Ofsted inspection judgement is published.

19.5 Where the Council terminates the Agreement and withdraws Funding, the Council shall be entitled, at its sole discretion, to require repayment of all or any part of the Funding.

20. Recovery of Sums Due

- 20.1 Without prejudice to any other term of this Agreement, whenever under this Agreement or otherwise any sum of money shall be recoverable from, or payable by the Provider to the Council, the same shall be deducted from any sum then due to the Provider or which at any time thereafter may become due to the Provider under this or any other agreement with the Council.

21. Clawback of Funding

- 21.1 Any Funding received by the Provider will become repayable to the Council in whole or in part if:-
- 21.1.1 An adjustment needs to be made to reflect any change in information from the information received by the Council in the Early Years Annual Census.
- 21.1.2 The Agreement is terminated for any reason whatsoever.
- 21.1.3 It is found that an overpayment of the Funding has been made. The repayment terms are to be agreed between the Council and the Provider. This may be in the form of a deduction from a subsequent payment due to the Provider from the Council or the amount to be repaid in full within 6 weeks of the overpayment error being identified.
- 21.1.4 The Provider has submitted misleading or fraudulent information in relation to the Agreement requirements; please note that should this occur the Council may decide to take legal action in addition to recovering any Funding paid to the Provider.

22. Appeals process

- 22.1 A Provider may be denied approval to offer the Free Entitlement Places, have their Agreement terminated or have their Funding withdrawn. The Council will inform the Provider in writing through a notification letter the reasons for the termination or rejection. The Provider can appeal against that decision.
- 22.2. The Councils Appeals Procedure is set out in Appendix F: Appeals Procedure.

23. Complaints process

- 23.1 The Provider should ensure they have a complaint procedure in place that is published and accessible to Parents and Service Users who are not satisfied their child has received their Free Entitlement Place in the correct way, as set out in this Agreement and in the Guidance.
- 23.2 Where a Parent or Service User is not satisfied that their child has received their Free Entitlement Place in accordance with the legislation, the Guidance, or as set out in this Agreement; and their complaint is not, or cannot be, resolved by the Provider, or the Parent or Service User chooses not to deal with

their complaint through the Provider's internal complaints system; then the Provider must assist the Parent or Service User to access the Council's complaint procedure which is set out at Appendix E: Complaint Procedure.

23.3 The Provider must assist the Council and any officers charged with the investigation of the Parent or Service User complaints through the Council's complaints procedure or any other associated procedure.

23.4 If a Service User or Parent is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Council Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

24. Insurance

24.1 The Provider shall maintain the following insurances:

24.1.1 Public Liability insurance with a minimum limit of indemnity of 10 million pounds in respect of any one act or occurrence or series of acts or occurrences in any one year;

24.1.2 Employer's liability insurance to comply with statutory requirements.

24.2 All deductibles under such insurance shall be the sole and exclusive responsibility of the Provider.

24.3 The Provider shall prior to the commencement of the Service and thereafter on the renewal date of each individual policy of insurance as and when such occurs; and at such other times as the Council may reasonably require:

24.3.1 provide sight of original insurance documentation (including policies cover notes, premiums, receipts and any other documents) to the Council; and

24.3.2 provide copies of renewal insurance documentation as requested.

25 Indemnity

25.1 The Provider agrees to indemnify the Council and to keep them fully and effectively indemnified against all losses, costs, claims, expenses, demands and liabilities whatsoever which they may incur, receive or suffer as a result of any act or omission by them or made by their employees, agents, successors, assigns and contractors in connection with or in respect of or in consequence of the undertaking of any activities connected with the Services and/or as a result of any breach of this Agreement by them or by any such person.

26 Variations

- 26.1 Subject to clause 26.2, any variation to this Agreement must be made in writing and signed by both Parties before it can become effective.
- 26.2 The Council shall have the right to unilaterally vary this Agreement to reflect changes in Law, Guidance and departmental guidance by giving notice to the Provider.

27. Protection of Personal Data and Security of Data

- 27.1 The Provider shall, and shall procure that all staff shall, comply with any notification requirements under the Data Protection Legislation and both Parties shall duly observe all their obligations under the Data Protection Legislation which arise in connection with this Agreement.
- 27.2 Notwithstanding the general obligation in clause 27.1 where the Provider is processing Personal Data for the Council as a Data Processor (as defined by the Data Protection Legislation) the Provider shall:
- 27.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Data Protection Legislation.
 - 27.2.2 provide the Council with such information as the Council may reasonably request to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation;
 - 27.2.3 promptly notify the Council of:
 - b) any breach of the security requirements of the Council as referred to in clause 27.2 and
 - c) any request for personal data; and
 - 27.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the Data Protection Legislation.
- 27.3 When handling Council data (whether or not Personal Data), the Provider shall ensure the security of the data is maintained in line with the security requirements of the Council as notified to the Provider from time to time.

28. Freedom of Information

- 28.1 The Provider recognises that the Council are subject to legal duties which may require the release of information under the FOIA or the Environmental Information Regulations 1992 or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

28.2 Notwithstanding anything in this Agreement to the contrary including, but without limitation, the general obligation of confidentiality imposed on the Parties, in the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, the Council shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information, the Council shall use reasonable endeavours to consult the Provider as soon as reasonably practicable and shall not:

18.2.1 Confirm or deny that the information in question is held by the Council;
or

18.2.2 Disclose the information requested

to the extent that in the Council's opinion (having taken into account the views of the Provider) that exemption is or may be applicable in accordance with the relevant section of the FOIA in the circumstances.

28.3 In the event that the Council incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to the disclosure, the Provider shall indemnify the Council for such costs.

28.4 In the event, the Council shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Agreement under FOIA or other applicable legislation governing access to information.

28.5 The Provider will assist the Council to enable them to comply with its obligations under FOIA or other applicable legislation governing access to information. In particular the Provider acknowledges that the Council are entitled to any and all information relating to the performance of this Agreement or arising in the course of performing this Agreement. In the event that the Council receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires the Provider's assistance in obtaining the information that is the subject of such request or otherwise, they will respond to any such request for assistance from the Council at their own cost and promptly and in any event within 10 days of receiving the Council's request.

29. Dispute Resolution

29.1 The Council and the Provider shall use their reasonable endeavours to resolve by agreement any disputes arising between them out of or in connection with the Agreement

29.2 If any dispute cannot be settled amicably through ordinary negotiations between the Authorised Officer and the Agreement Manager within 10 days of the dispute commencing, the dispute shall be referred to senior management of the

Council and a Director or principal of the Provider who shall meet in order to attempt to resolve the dispute.

29.3 If the Parties are unable to settle any dispute by this further process of negotiation within 10 days, the Parties will refer the matter for mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

29.4 In the event of any dispute remaining unresolved following mediation, the dispute shall stand jointly referred to an arbitrator selected (in default of agreement) by the President for the time being of the Law Society.

30. Fraud

30.1 The Parties shall use all reasonable endeavours to safeguard the Council's Funding of the Services against fraud generally and, in particular, fraud on the part of the Provider's directors, employees or sub-contractors.

30.2 The Parties shall pay the utmost regard to safeguarding public funds against misleading invoices for payment. The Provider shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or of any instance of suspected fraud or financial irregularity in the delivery of the Agreement including, but not limited to, cases of:

30.2.1 collusion with members of the staff of the Council;

30.2.2 computer fraud; or

30.2.3 the submission to the Council of inaccurate, incomplete, misleading or falsified management information;

31 Prohibited Acts

31.1 Neither Party shall do any of the following:

a) offer, give, or agree to give the other Party (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this or any other Agreement with the other Party, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the other Party; and

b) in connection with this Agreement, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party,

(together "**Prohibited Acts**").

31.2 If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Agreement, the non-defaulting Party shall be entitled:

- c) to exercise its right to terminate under clause 18.3 (*Termination*) and to recover from the defaulting Party the amount of any loss resulting from the termination; and
- d) to recover from the defaulting Party the amount or value of any gift, consideration or commission concerned; and
- e) to recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

31.3 Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.

31.4 The Provider must have in place an anti-bribery policy for the purposes of preventing any of its staff from committing a Prohibited Act under the Bribery Act 2010. Such policy must be disclosed to the Council within 5 Business Days of the Council requesting it and enforced by the Provider where applicable.

31.5 Should the Provider become aware of or suspect any breach of this clause 31, it will notify the Council immediately. Following such notification, the Provider must respond promptly and fully to any enquiries of the Council, co-operate with any investigation undertaken by the Council and allow the Council to audit any books, records and other relevant documentation.

32. General

32.1 This Agreement shall be governed by the Laws of England.

32.2 The Provider shall not assign or otherwise transfer this Agreement or any of their rights and duties hereunder whether in whole or in part without the Council's prior written consent.

32.3 This Agreement supersedes any prior Agreements, arrangements, undertakings and representations whether oral or written between the Provider and the Council in relation to the subject matter and constitutes the entire Agreement between the Provider and the Council relating to that subject matter.

32.4 If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.

32.5 No delay, neglect or forbearance by either Party in enforcing its rights under

this Agreement shall be a waiver of or prejudice those rights.

- 32.6 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 32.7 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 32.8 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 32.9 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2,6,7,8,9,11,12,13,14,15,17,18,19,20,21,24,25,27,28,29,30,31 and 32 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 32.10 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

33 Notices

- 33.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 33.3, e-mailed to the address of the relevant Party set out at clause 1 of this Agreement, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 33.7 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 33.8 Notices under clause 18 (Termination) may be served by e-mail only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 33.1.

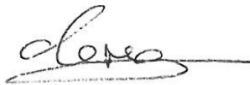
34 Counterparts

- 34.1 This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed their counterpart.

34.2 Transmission of the executed signature page of a counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

This Agreement has been entered into by the authorised representatives of the Parties on the dates stated and is effective from the Commencement Date.

Signed for and on behalf of City of Doncaster Council



Signature

1st April 2024

Date

Alison Tomes

Print Name

Head of Intervention and Prevention

For signature by the Childcare Provider

I confirm:

I have signed the original copy of the 2024 – 2025 Agreement for the Delivery of Free Entitlement Places emailed by the Council

Signed for and on behalf of *(please pen sign)*

.....

Signature

.....

Date

.....

Print Name

.....

Position Held

Please return the full Agreement and signature page and either:

- i) scan the signature page which can be returned via email **earlyeducation@doncaster.gov.uk**

OR

- i) return the signature page by post to: **Early Education Funding Team**, Doncaster Council, Civic Office, Waterdale, Doncaster, DN1 3BU



**City of
Doncaster
Council**

Parent Declaration Form

This form is for a child accessing an Early Years Entitlement Place from 1st April 2024.

The parent, carer / guardian (referred to as 'parent') with legal responsibility for the child must complete this document prior to their child taking up an early years education place.

The parent must:

- Complete and sign a Parent Declaration Form:
 - for **each** child who will access a funded place
 - with **every** School / Provider where the child will access a funded place, in order to ensure that funding is paid fairly between them
- Provide original documentation evidence of the child's date of birth i.e. birth certificate, passport, NHS medical card

1. Providers Details

School / Provider Name	
Provision Address	

2a. Child's Details - if you are not sure what to enter in any of the boxes please talk to your provider

Child's legal forename(s)			
Child's Legal Surname			
Name by which child is known if different from above			
Address (Including Postcode)			
Date of Birth (DOB)		Male / Female	
Document Proof of DoB <i>i.e. birth certificate, passport</i>		Document Recorded by (Signature)	
Date Document Recorded		Two Year Old Code	
Parent National Insurance Number (Working Families)		Working Families Eligibility Code	
Child's First Language			
Child's Ethnicity			

2b. Parent's Details

Parent 1 First Name				Contact number			
Parent 1 Last Name				Parental responsibility	Y		N
Same address as child <i>(please tick relevant box)</i>	Y		N	Email address			

Parent 2 First Name					Contact number				
Parent 2 Last Name					Parental responsibility	Y		N	
Same address as child <small>(please tick relevant box)</small>	Y		N		Email address				

3. Providers and Attendance Details

- A Provider can be: a school nursery, day nursery, sessional provider, childminder or breakfast / after school club
- Your child can attend a maximum of two sites in a single day
- If your child attends more than one Provider the funding will be split fairly between them

My child is attending the following Provider(s):

Provider Name	Enter Number of Funded Entitlement Hours per Day					Total Number of Funded Hours per Week	Number of Weeks per Year <i>i.e. 38, 45, 51</i>
	Mon	Tue	Wed	Thur	Fri		
A							
B							
C							
Total							

Has your child already taken up funded hours before coming to this Provider?

No Yes *The parent must provide a copy of the previous Declaration Form*

4. Early Years Pupil Premium (EYPP)

The Early Years Pupil Premium (EYPP) is an additional sum of money paid to Providers for children of families in receipt of certain benefits. This funding will be used to enhance the quality of their early years' experience by improving the teaching and learning and facilities and resources, with the aim of impacting positively on your child's progress and development. For more information please speak to your Provider. If you believe that your child may qualify for the EYPP please provide the following information for the **main benefit holder** and complete section A, B or C below to enable the local authority to confirm eligibility. It is important the main benefit holder is the Claimant for example, the person named on the Tax Credit Award Form or letter from the Department for Works and Pensions.

PLEASE NOTE: completing section 4 is optional

Main benefit holder (Claimant):

Parent First Name			Parent Date of Birth	
Parent Last Name				
Please complete either A, B or C				
(A) Parent National Insurance Number				
(B) Parent National Asylum Support Service Number				
(C) Other Criteria	<input type="checkbox"/> Looked after child		<i>No further action, verification will be through the Council</i>	

Please indicate which one	<input type="checkbox"/> Adopted from care <input type="checkbox"/> Special Guardianship Order <input type="checkbox"/> Child Arrangement Order	Childcare Provider	School
		Must submit to the Council a copy of this Form and the relevant court order	Must tick the box to confirm the school has seen original documentation <input type="checkbox"/>

5. Disability Access Fund Declaration

Funded children who are in receipt of child Disability Living Allowance and are receiving a funded entitlement place are eligible for the Disability Access Fund (DAF). DAF is paid to the child’s Provider as a fixed annual rate of £910 per eligible child.

To claim DAF funding you must supply the supporting evidence including copy of DLA letter and copy of signed parental declaration form. This should include a copy of the Disability Living Allowance (DLA) letter and the signed Parental Declaration Form.

Is your child eligible and in receipt of Disability Living Allowance (DLA)?

No Yes *The Provider must submit a copy of the DLA award letter to the Council*

If your child is taking their funded entitlement place across more than one Provider please nominate the main Provider where the local authority should pay the DAF:

Nominated Provider	
--------------------	--

6. Only complete this section if: you have completed Section 2 and your child is entitled to a 30 hours Funded Place OR Section 4 Early Years Pupil Premium

This section is to identify the Provider your child will take their 15 hours universal funded place with:

- The Early Years Pupil Premium is **only** paid for the 15 hours universal funded place that **all** 2, 3 & 4 year olds are entitled to
- If your child is eligible for the 30 hours entitlement and a change of circumstances meant your child was no longer eligible, your child will continue to receive the 15 hours universal funded place

Please nominate the Provider/School your child will take their 15 hours universal funded place with:

Nominated Provider	
--------------------	--

7. Declaration Section:

I (print full name)

of (print address)

.....
 declare that the information I have provided above is complete and accurate. I understand and agree to the conditions set out in this document and I authorise the

Provider named in Section 1 to claim funding as agreed in Section 3, on behalf of my child.

In addition, I also agree that the information I have provided can be shared with the local authority and Department for Education, who will access information from other government departments to confirm my child's eligibility and enable the named Provider to claim entitlement place funding, Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) on behalf of my child.

I understand:

- this document must be signed prior to each Funding Period to confirm the information in this document is correct. If the information has changed a new Parent Declaration Form must be completed and agreed with the Provider/School.
- my child's attendance should be regular and I will inform the provider if my child cannot attend and the reason for any absence
- my child's funded entitlement place will be delivered without charge
- that any false or incorrect information could lead to the entitlement place funding being withdrawn
- any additional hours or services over and above the funded entitlement hours will incur a charge from the Provider
- There is no guarantee of funding should my child leave the Provider named in Section 1 during a funding period to a different Provider, within that funding period

Please complete the relevant Funding Period:

Funding Periods	Parent Signature	Provider Signature	Date
1 st Sept to 31 st Dec			
1 st Jan to 31 st March			
1 st April to 31 st Aug			

8. Data Privacy:

The General Data Protection Regulation and Data Protection Act 2018 gives you specific rights over your information. These rights are:

- to be informed of our use of information about you;
- of access to information about you;
- rectify information about you that is inaccurate;
- to have your information erased (the 'right to be forgotten');
- to restrict how we use information about you;
- to move your information to a new service provider;
- to object to how we use information about you;
- not to have decisions made about you on the basis of automated decision making;
- to object to direct marketing; and,
- to complain about anything the Council does with your information (please see the next section).

Some of the rights listed above apply only in certain situations, and some have a limited effect. Your rights are explained further in the Subject Rights Procedure on our website, as is how to make a request under one or more of them.

You can access information about yourself by making a subject access request at the following page of the Council’s website:

<http://www.doncaster.gov.uk/services/the-council-democracy/data-protection-policy>

Official Use Only:

Only to be completed if a child leaves the provision before the end of their entitlement year

9. The Provider to Complete

On completion of Section 9, a photocopy of the Parent Declaration Form is to be given to the parent prior to or on the last day the child attends the provision.

The Provider should explain to the parent they must take this form to any future Provider/School to verify the number of funded entitlement hours that have been claimed for the child.

Please Note: In most cases if a child leaves after the headcount date and mid-funding period the entitlement funding claimed for the child will remain with the Provider, therefore the ‘date funding ended’ and the ‘number of funding hours claimed for’ should go up to the end of the Funding Period the Provider has received entitlement funding for. Under certain circumstances where a; notice of leaving has been given prior to headcount b; there are safeguarding concerns or c; a genuine change of circumstances forces the move then discussions may take place between providers and/ or schools to inform a fair and equitable solution for all parties.

Provider Name		Number of Funded Hours Claimed for	
Date Funded Hours Started		Date Funded Hours Ended	
Provider Signature		Date Completed	

o

Appendix B: Early Education and Childcare Statutory Guidance for Local Authorities

[Early education and childcare \(applies from 1 April 2024\) - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/consultations/early-education-and-childcare-statutory-guidance)

Appendix C: Payments and the Funding Process

Part 1 Private, Voluntary and Independent Childcare Providers

The Council has a responsibility to protect Government money and ensure that funding is administered appropriately.

Early Years National Funding Formula

The funding for the Free Entitlement Places is determined locally in consultation with the Early Years sector and through the Schools Forum of the Council.

The Council will issue an Indicative Budget Letter at the beginning of the financial year (1st April) to Providers who have delivered Free Entitlement Places for a full year. This will include their estimated Funding amount for each of the three funding periods. This will be calculated based on payments made in the previous financial year.

The Funding rates and supplementary rates for Providers in Doncaster are stated below:

Two Year Old Funding	£7.89 per hour	
3 & 4 Year Old Funding	Universal base rate	£5.01 per hour
	Flexibility rate	24p per hour
Under 2 Years Old	£10.76	
<i>From September 2024</i>	per hour	
Disability Access Fund	£910 per year	One off payment
Deprivation rates	28p per hour	applies to eligible 2, 3 & 4 year olds all hours
	IDACI >26.14	applies to eligible 2, 3 & 4 year olds first 15 hours
Early Years Pupil Premium	68p per hour	
<i>*IDACI Income Deprivation Affecting Children Index</i>		

Flexibility Rate

The Council will pay the flexibility rate to Providers who deliver the Free Entitlement Place in a delivery model that offers a choice to the Service User. The flexibility rate will be applicable where the provision of the Free Entitlement Places is:

- over more than 38 weeks of the year which is called a stretched offer
- over 38 weeks of the year and where a service user is able to choose their start time

The flexibility rate will not be applicable to places delivered over 38 weeks of the year which only has one set session time.

Deprivation Rate

Allocated entirely by the Income Deprivation Affecting Children Index (IDACI) on a termly basis. A rate of £0.28 per hour will be allocated to those whose postcode has an IDACI score of 26.14 and above.

The Council will calculate the Deprivation Rate based on the Actual Headcount Task information the Provider supplies for each Funding Period. However, revisions will not be made to the Providers funding allocation until the spring term, at which point all changes in Deprivation funding will be applied. This means the final Deprivation adjustment payment made or reclaimed in the spring term will include the effect of all changes in Deprivation for the whole year.

Early Years Pupil Premium and Early Years Pupil Premium Plus for 3 & 4 Year Olds

The Department for Education has set a national hourly rate of 68p per hour to compliment the funding for all age groups who are accessing a Free Entitlement Place and are eligible to receive the Early Years Pupil Premium or the Early Years Pupil Premium Plus.

To ensure all eligible children are identified, the Provider will ensure their administration procedure includes the Service User completing and signing the Parent Declaration Form (Appendix A).

The Council will undertake an eligibility check on the Service Users details using the online Eligibility Checker System. Service Users details will only be checked if they are included on the headcount date and will not be checked as part of the late starter process. The results provided by the Eligibility Checker System will be final without exception.

The Provider will be able to access a report prepared by the Council, through the Headcount Portal with details of which children the funding will be paid for. It is the Providers responsibility to inform the Service User of the outcome.

Funding will be allocated termly and will be based on the number of hours per week a child is taking up their Free Entitlement Place.

The Early Years Pupil Premium Plus is the same funding rate and it is aimed at Looked After Children. The Councils Virtual School Head will confirm those children who are in the care of Doncaster Council and therefore qualify for the supplementary funding.

The Provider will be responsible for ensuring a Personal Education Plan is completed for each Looked After Child they are claiming for and the funding is only used for matters directly relating to the identified targets within it. Failure to do so may result in clawback of funding.

Forecast (Interim/Estimates)

The forecast is a data collection task and Funding is paid on participation. This task is mandatory where funding is to be claimed for the term. Every child's planned attendance details are collected to inform the forecast payments to Providers. This task consists of an actual (child data) and an estimates (financial value) form. Where providers have no funded children they must notify the funding team.

Headcount

The Headcount is a data collection task and Funding is paid on participation. This task is mandatory where funding is to be claimed for the term. Every child's attendance details are collected to inform the headcount payments to Providers. The Provider can only claim Funding for the children who are attending on headcount date or who are on roll and have a valid reason for not being in attendance that day i.e. sickness, holiday, none attendance day. This will be assessed against the forecast payment. This task consists of an actual (child data) form. Where providers have no funded children they must notify the funding team.

Adjustments (End of Term / Late Starters)

Adjustments is a data collection task and Funding is paid on participation. During each Funding period, where children start after the headcount date every additional child's attendance details are collected to inform the adjustment payments to Providers. All late starters must be agreed with the local authority prior to submitting a claim.

It is the Providers responsibility to ensure the information submitted in all three tasks matches the information provided by the Service User on the Parent Declaration Form which must be signed prior to making a claim. Information must be submitted accurately, completely and in a timely manner. Failure to do so may result in inaccurate, delayed or suspended funding.

For Forecast, Headcount and Adjustment collection tasks, where providers fail to submit claims within the pre-agreed deadlines the local authority may withhold payment until the next payment round and reserve the right to charge processing fees to cover expenditure should providers request emergency payment outside of standard processing times.

Maximum Hours to be Claimed

It is the Providers responsibility to ensure that the total hours claimed for a child does not exceed the child's entitlement. If the delivery is shared by more than one Provider they should be aware of the hours being claimed for by other Providers. The Parent will complete a Parent Declaration Form and Section 4 contains information on providers and attendance details. The Provider can discuss any concerns arising from this information with the Parent to ensure the Parent understands what they are entitled to and are not claiming for more hours than they are entitled to.

Where a child is attending more than one provision and the total hours claimed exceed the maximum the child is entitled, to the Funding may be subject to apportionment across the Providers.

If a child changes Provider during the year, the new Provider will receive from the Parent a copy of their previous declaration form with section 10 completed by the outgoing Provider. This will state the number of hours already claimed for. The new Provider can then identify the child's remaining entitlement hours and make arrangements with the Parent how these will be delivered.

The Council will not fund a child beyond their annual entitlement:

- 570 hours for an eligible 2 year old
- 570 hours for the universal entitlement for 3 & 4 year olds
- 1140 hours for 3 & 4 year olds eligible for the Extended Entitlement
- 570 hours for an eligible 9 month plus (from 1st September 2024)

A child’s claim will automatically be capped at those limits. Any excess hours will be removed from the Providers claim.

Example: A child’s birthday is the 3rd March so their Free Entitlement Place (Universal entitlement of 570 hours) starts at the beginning of April. Provider A delivers a stretched offer over 51 weeks which is 11 hours a week plus 9 hours spare to be taken as agreed between the Service User and Provider. The child attends Provider A for the summer and autumn terms accessing a total of 427 hours (38 weeks x 11 hours + 9 hours).

The child moves to Provider B for the spring term. Provider B delivers the standard model of 15 hours a week over 38 weeks of the year. Because this child has taken 427 hours of their Free Entitlement Place there are only 143 hours remaining for Provider B to claim over the spring term (10 weeks).

A Funding claim greater than 143 hours would be capped at 143 hours and Provider B will only be paid for 143 hours.

Maximum Hours in a Funding Period

This will only be applicable if a child does not access all three terms of their entitlement. For example a child starts a Free Entitlement Place in the second or third term of their entitlement year.

The maximum hours in the table below must only be used to identify the proportion of hours out of the full entitlement that are remaining for the child to access. The identified remaining hours can then be delivered in a model as agreed between the Provider and the Parent for example a 38 week model or a stretched offer.

Funding Period	Maximum Hours in a Funding Period	
	Entitlement of 570 Hours	Entitlement of 1140 Hours
1 st September to 31 st December	210	420
1 st January to 31 st March	165	330
1 st April to 31 st August	195	390
Total for Year	570	1140
The dates for 2025 to 2026 will be provided prior to 31 st March 2025		



Example 1: An eligible child's 2nd birthday is the 16th July so their Free Entitlement Place (entitlement of 570 hours) starts at the beginning of September. The child does not take up a place until the beginning of January. Therefore the number of hours remaining for the child to access will be a total of 360 hours which is: 165 hours for the funding period starting January; and 195 hours for the funding period starting April.

If the Provider offers a stretch model the 360 hours can be delivered across the period 1st January to the 31st August as agreed with the Parent.

If a 38 week model is to be applied the child will access 165 hours for the funding period starting January; and 195 hours for the funding period starting April.

Example 2: A child who is 3 years old and started accessing their universal entitlement from September 2020 becomes eligible for the 30 hours free place on the 23rd March 2021. The 15 hours Extended Entitlement can start from the beginning of the funding period following the 'yes' decision from HMRC, which will be the beginning of April. Therefore the number of hours remaining for the child to access the Extended Entitlement will be a total of 195 hours. The 195 hours Extended Entitlement will be in addition to the current funded hours for the Universal Entitlement.

Basis of Funding

Bank Holidays are not included in the Free Entitlement Places hours. Therefore Bank Holiday dates are not included in the calculation when identifying the start and end dates for the 38 week delivery model.

The basis of the calculation of funding is the number of free entitlement hours accessed by the eligible child.

The Funding is calculated for a Provider based on the number of eligible children registered at their site on the termly headcount date and the number of hours each eligible child attends.

The Funding is exclusive of any VAT.

Any Funding paid in respect of a period in which the Provider was not eligible for inclusion on the Directory of Funded Providers will be recovered by Council.

Sickness, Holidays, Bank Holidays, Training Days and Short Term Closures

If a Provider is obliged to close because their premises are used as Polling Stations during central and local elections or where a child is absent for more than two weeks whilst accessing a Free Entitlement Place due to:

- sickness
- unplanned circumstances
- being taken on holiday

These hours are effectively 'lost' and the Service User does not have an automatic right to alternative hours. However, the Provider should they be able to do so, can

deliver alternative days / times to replace the 'lost' hours subject to the full agreement of the Service User and provided it is within the parameters stated in the Guidance, Section A2.

When the child's absence is for more than 2 weeks and the Provider is not able to deliver the 'lost' hours or any part of them the Provider must notify the Council (Early Education Funding Team) who will advise on the course of action which may include a reduction in Funding to reflect the reduced hours.

It is accepted that Providers may have no choice but to close temporarily for a few days where it would be illegal for them to operate a service, for example, if the heating breaks down and the temperature falls below the legal minimum or it is not possible to meet staff ratios due to illness. In such circumstances Funding will still be paid.

Funding will not be paid if a Provider is closed for staff training

Staggered Intake into School Nursery:

Some schools operate a staggered admission into the nursery. The practice of a staggered intake into schools is discouraged mainly because it causes difficulties for other Providers. For example, where a child attends a childcare provider from the beginning of September but then makes the transition to school before the headcount date the school will receive funding for that child for the whole term and the childcare provider is unable to claim. It is where the child is registered and attending on Headcount date that will determine who will receive the Funding for that period.

The Parent will complete a Parent Declaration Form and Section 4 contains information on providers and attendance details. The Provider should discuss any concerns arising from this information with the Parent to ensure the Parent is not claiming for more hours than they are entitled to. The Provider should ensure the Parent understands:

- A child is officially on roll at a school if they are attending the nursery or have been offered a place (even if they are waiting to take up that place). Therefore the school will receive funding for the whole term and it will not be split with another provider **please note:** this is for the 15 hours Universal Entitlement / 15 hours for an eligible 2 year old (not the 15 hours Extended Entitlement which contributes to the 30 hours)
- Should a Parent receive late notification of a school nursery place, and the Parent was **not aware** before the beginning of the term of this offer, and so had unknowingly taken up a place with a Provider. If the child subsequently takes up the school nursery place, in these circumstances, the Provider would receive Funding for the weeks up to the child starting the school nursery place.
- Should a Parent receive late notification of a school nursery place, however the Parent **was aware** before the beginning of the term of this offer, and had taken up a place with a Provider whilst waiting to take up a place at the school nursery on a staggered intake. In these circumstances where the school place is taken up prior to the headcount date the school nursery will receive the funding and the Parent will have to meet the cost of the sessions attended with the Provider

- What the fee structure and the charges are with a Provider, prior to a child taking up a place

Late Starters and Early Leavers

Where a child leaves a provision before headcount date the provider must remove the child from their claim at headcount on the 'Actual Task'. In most cases the provider will not be funded for this child and any sums paid will be reclaimed. Exceptional circumstances will be considered.

In most cases the Council will not make an adjustment to funding allocations for children that move between Providers after headcount.

It is the responsibility of the Provider to ensure that the Parent understands that should they decide to move mid-term it cannot be guaranteed a funded place would be available elsewhere. However, under exceptional circumstances providers may be requested to surrender funding from the leaving date.

If a child leaves a provider following headcount, the provider should notify the Council. In most cases the funding will remain with the provider, this decision will be assessed based on exceptional circumstances. The Provider has a duty of care towards the child and if they have any concerns about why a child is leaving or the child has not been attending and a reasonable explanation has not been received, the Provider must inform the Council's Early Education Funding Team immediately (contact details at the end of this Appendix)

If following the headcount date a child applies to attend the provision the following applies:

3 & 4 Year Olds:

- The Provider must contact the Council's Early Education Funding Team if the child has moved into Doncaster or has not previously attended elsewhere in Doncaster in the current Funding period. If permission is granted by the Council for the child to access a place, the Provider will receive Funding for that child. When the Headcount Portal Adjustment Task is open the Provider must enter the details for the child. Only entries on the Adjustment Task which have received permission from the Council will receive Funding.
- If the child has accessed elsewhere in the current Funding Period, the Provider can decide whether they accept the child without receiving Funding for the Funding Period. Providers are strongly encouraged to take children who come to them after the headcount date in the context that the Provider may at some point have kept Funding for an early leaver and therefore financially it would make it 'swings and roundabouts'.

2 Year Olds:

- The Provider must undertake the checks to confirm the child's eligibility and date of birth and providing the child **has not** previously accessed a place elsewhere in the current Funding Period, the child's details can be included on the Headcount Portal Adjustment Task and the Provider will receive Funding.

The Provider needs to contact the Council prior to completing the Adjustment Task.

- If the child has accessed elsewhere in the current Funding Period, the Provider can decide whether they accept the child without receiving Funding for the Funding Period. Providers are strongly encouraged to take children who come to them after the headcount date in the context that the Provider may at some point have kept Funding for an early leaver and therefore financially it would make it 'swings and roundabouts'.

There may be exceptional circumstances for a child moving mid-term and if a Provider wants clarification on the provision of Funding for a child, contact should be made with the Early Education Funding Team.

Cross-border Arrangements

The local authority, in which the child receives the Free Entitlement, rather than the one in which they live, pays the Funding for that place. Therefore, providers within the Doncaster Borough Council area may claim for all eligible two, three and four year olds on their register irrespective of where they live. It is the Providers responsibility to ensure that the total hours claimed for a child does not exceed the child's entitlement (see Maximum Hours to be Claimed). The Council liaises with all neighbouring authorities to ensure that no duplication of Funding is made.

Early Education Funding Team:

Email earlyeducation@doncaster.gov.uk

Appendix C: Payments and the Funding Process

Part 2 Academies

The Council has a responsibility to protect Government money and ensure that funding is administered appropriately.

Early Years National Funding Formula

The funding for the Free Entitlement Places is determined locally in consultation with the Early Years sector and through the Schools Forum of the Council.

The Council will issue an Indicative Budget Letter at the beginning of the financial year (1st April) to Academies who have delivered Free Entitlement Places for a full year. This will include their estimated Funding amount for each of the three funding periods. This will be calculated based on census data from the previous financial year.

The Funding rates and supplementary rates for Academies in Doncaster are stated below:

Two Year Old Funding	£7.89 per hour	
3 & 4 Year Old Funding	Universal base rate	£5.01 per hour
	Flexibility rate	24p per hour
Under 2 Years Old	£10.76	
<i>From September 2024</i>	per hour	
Disability Access Fund	£910 per year	One off payment
Deprivation rates	28p per hour	applies to eligible 2, 3 & 4 year olds all hours
	IDACI >26.14	applies to eligible 2, 3 & 4 year olds first 15 hours
Early Years Pupil Premium	68p per hour	
<i>*IDACI Income Deprivation Affecting Children Index</i>		

Flexibility Rate

The Council will pay the flexibility rate to Providers who deliver the Free Entitlement Place in a delivery model that offers a choice to the Service User. The flexibility rate will be applicable where the provision of the Free Entitlement Places is:

- over more than 38 weeks of the year which is called a stretched offer
- over 38 weeks of the year and where a service user is able to choose their start time

The flexibility rate will not be applicable to places delivered over 38 weeks of the year which only has one set session time.

Deprivation Rate

Allocated entirely by the Income Deprivation Affecting Children Index (IDACI) on a termly basis. A rate of £0.28 per hour will be allocated to those whose postcode has an IDACI score of 26.14 and above.

The Council will calculate the Deprivation Rate based on the headcount data for each term, and will therefore be revised on a termly basis.

Early Years Pupil Premium and Early Years Pupil Premium Plus for 3 & 4 Year Olds

The Department for Education has set a national hourly rate of 62 per hour to compliment the funding for 3 & 4 year olds who are accessing a Free Entitlement Place and are eligible to receive the Early Years Pupil Premium or the Early Years Pupil Premium Plus.

To ensure all eligible children are identified, the Provider will ensure their administration procedure includes the Service User completing and signing the Parent Declaration Form (Appendix A, Section 8).

The academy will need to return a completed EYPP claim form to the School Finance Support Team using the details from the Parent Declaration Form, a reminder will be sent out termly with the claim form attached. The Council will undertake an eligibility check on the Service Users details using the online Eligibility Checker System. Service Users details will only be checked if they are included on the headcount date and will not be checked as part of the late starter process. The results provided by the Eligibility Checker System will be final without exception.

The Academy will receive a password protected termly report prepared by the Council, with details of which children the funding will be paid for. It is the Academies responsibility to inform the Service User of the outcome.

The Early Years Pupil Premium Plus is the same funding rate and it is aimed at Looked After Children. The Councils Virtual School Head will confirm those children who are in the care of Doncaster Council and therefore qualify for the supplementary funding.

Funding will be allocated termly and will be based on the number of hours per week each child is expected to attend their Free Entitlement Place.

The Provider will be responsible for ensuring a Personal Education Plan is completed for each child they are claiming for and the funding is only used for matters directly relating to the identified targets within it. Failure to do so may result in clawback of funding.

School Census

The school census is a statutory census which must be completed by law. Academies are responsible for submitting their own data to the Department for Education. During each Funding period, every child's attendance details are collected from the census to inform the forecast, actual and amendment payments to Academies. The following link will direct you to the Department for Education website which contains information on how to submit data for the school census:

<https://www.gov.uk/guidance/school-census>

Academy Payments

Initial funding will be based on the indicative figures provided at the beginning of the financial year and recalculated after every headcount. Below shows the schedule of payments and how they are allocated:

Month	Payment
April	1/12 full year indicative allocation
May	2/12 full year indicative allocation less previous payment
June	3/12 full year indicative allocation less previous payments
July	4/12 summer term revision less previous payments
August	5/12 summer term revision less previous payments
September	6/12 summer term revision less previous payments
October	7/12 summer term revision less previous payments
November	8/12 summer term revision less previous payments
December	9/12 autumn term revision less previous payments
January	10/12 autumn term revision less previous payments
February	11/12 autumn term revision less previous payments
March	Full year actual allocation less previous payments
	These payments will be in the academy bank account 3 working days before the 15 th of the month (or earlier if the 15 th falls on a weekend)

Appendix D Change of Details Form



City of
Doncaster
Council

Change of Details Form

This form is to be completed by an Academy or childcare provider to inform the Council of any changes to the details previously provided with regards to:

- New premises address
- Bank account details
- New name for the provision
- Telephone number or email address
- The main contact person has changed
- A change to the chairperson, secretary or treasurer for a voluntary management committee

1. Confirm Current Details

Name of Childcare Provision	
Legal Name of Provider i.e. Ltd company name /childminder own name / all partners names / name on constitution	
Provision Address Include Postcode	

2. New Details – *please complete only the relevant sections*

New Name of Childcare Provision	
New Provision Address Include Postcode	
New Email Address	
New Telephone Number	
Change of Main Contact Person	
Change of Officer on a Committee	Name: <input style="width: 300px;" type="text"/> Position: <input style="width: 100px;" type="text"/>
Change of Bank Account Details:	
Account Name	
Account Number	
Sort Code	
Roll Number if applicable	

<p>I confirm that I am legally authorised to provide and authenticate the information in this Change of Detail Form and that the information provided is complete and accurate</p>	
Signed	Print Name
Date	Position Held (Print)

When complete, signed and dated, please return to:

Early Education Funding Team, Doncaster Council, Civic Office, Waterdale, Doncaster, DN1 3BU

Appendix E: Complaint Procedure

Where a Service User is not satisfied that their child has received their Free Entitlement Place in accordance with the legislation, the Guidance, or as set out in this Agreement; and their complaint is not, or cannot be, resolved by the Provider, or the Service User chooses not to deal with their complaint through the Provider's internal complaints system; then the Provider must assist the parent to access the complaints procedure as follows.

Submitting a Complaint

Complete the online complaints form which can be found at:

<http://www.doncaster.gov.uk/services/get-in-touch/complaints-and-compliments>

Or alternatively put the complaint in writing and clearly mark it as a 'Complaint' and send to: **Doncaster Council, c/o Early Education Funding Team, Civic Office, Waterdale, Doncaster, DN1 3BU**

Response

The Council on receipt of the written details of a complaint will acknowledge this and respond to the complainant within 10 working days.

Complaints Procedure

There are three stages to the Complaints Procedure, which are as follows:

Stage 1: Local Resolution

At this stage a senior officer within the service area will investigate the complaint and will respond directly to the complainant. This will be a full response to the Stage 1 complaint within 10 working days. However, on very rare occasions the Council may need longer to investigate a complaint. If more time is required the complainant will be informed when a response can be expected.

Stage 2: Complaint Investigation

If the complainant is unhappy with the outcome or response to stage 1, an appeal can be submitted which asks for the way the complaint has been handled to be investigated. Details on how to do this will be provided in the stage 1 response.

When a stage 2 complaint investigation is requested, the Council will send the complainant an acknowledgement within 3 working days.

A manager or senior officer who has not previously been involved in the complaint will be appointed to investigate the issues and respond to the complainant directly. A response can be expected to the stage 2 complaint within 20 working days. However, the Council may need longer to investigate the stage 2 complaint. If more time is required the complainant will be informed when a response can be expected.

Stage 3: Local Government Ombudsman

If the complainant remains dissatisfied with the stage 2 investigation result the complainant has the right to approach the Local Government Ombudsman who is the commissioner for administration in England. The Local Government Ombudsman can be approached at any time; however, they will not usually investigate a complaint from

a complainant unless it has been dealt with through the Council's complaints procedure first.

The contact details for the Local Government Ombudsman are:

The Local Government Ombudsman, PO Box 4771, Coventry, CV4 0EH
Tel: 0300 061 0614 Fax: 024 7682 0001

The option to approach the Local Government Ombudsman is the third and final stage of the Council's complaints procedure and is the final point of contact to resolve complaints.

Appendix F: Appeals Procedure

A Provider may be denied approval to offer the Free Entitlement Places, have their Agreement terminated or have their Funding withdrawn. The Council will inform the Provider in writing through a notification letter the reasons for the termination or rejection. The Provider can appeal against that decision.

Submitting an Appeal

To appeal against a decision the Provider must notify the Council in writing of the intention to appeal and clearly mark the letter 'Appeal' and send to **Doncaster Council, c/o Early Education Funding Team, Civic Office, Waterdale, Doncaster, DN1 3BU**

This must be sent within 10 working days of the date on the notification letter from the Council.

Response

The Council on receipt of a written intention to appeal will acknowledge this and respond to the Provider within 10 working days.

Appeal Procedure

There are three stages to the Appeal Procedure, which are as follows:

Stage 1: Appeal Hearing

The Provider will be invited to attend an appeal hearing which will be held within 15 working days of receiving the intention to appeal notification. However, on very rare occasions the Council may need longer to arrange a suitable appeal hearing date. If more time is required the Provider will be informed when a response can be expected.

Officers at a senior level within the Council will form the appeals panel.

The Provider must submit all written evidence to support the appeal prior to the hearing. Evidence from both the Provider and the Council will be circulated to all parties prior to the appeal hearing date. No evidence previously undisclosed should be introduced at the hearing by either party. If either party wishes to do so, there will be a short adjournment so that the other party has a fair opportunity to consider and respond to the new evidence.

The Provider will be notified of the appeals panel decision within 5 working days of the hearing.

Stage 2: Investigation

If the Provider is dissatisfied with the the outcome of the appeal hearing as a result of the way in which stage 1 has been handled, the process can move to stage 2. Details on how to do this will be provided in the stage 1 response. A stage 2 investigation request must be received by the Council within 30 days of the date on the appeals panel decision letter.

When a stage 2 investigation is requested The Council will send the Provider an acknowledgement within 3 working days.

A senior officer who has no prior knowledge of the details of the appeal hearing and who can, therefore, consider it without prejudice will be appointed to carry out the stage 2 within 10 working days. However, on very rare occasions the Council may need longer to investigate so if more time is required the Provider will be informed when a response can be expected.

The Provider will be invited to submit relevant evidence which will be investigated by the senior officer. The aim of stage 2 is not to rehear the appeal. It is there to review how the appeal has been undertaken and to determine whether this has been conducted fairly. It is there to establish facts and make recommendations if applicable, which will reassure the Provider the Council has taken the dispute of the appeal panel decision seriously and implemented a full and fair process.

Stage 3: Local Government Ombudsman

If the complainant remains dissatisfied with the stage 2 investigation result the complainant has the right to approach the Local Government Ombudsman who is the commissioner for administration in England. The Local Government Ombudsman can be approached at any time; however, they will not usually investigate a complaint from a complainant unless it has been dealt with through the Council's procedure first.

The contact details for the Local Government Ombudsman are:

The Local Government Ombudsman, PO Box 4771, Coventry, CV4 0EH

Tel: 0300 061 0614 Fax: 024 7682 0001

The option to approach the Local Government Ombudsman is the third and final stage of the Council's appeals procedure and is the final point of contact to resolve a dispute.



Appendix G

Early Years Portal User Guides - Synergy

For Video

<https://activepresenter.online/course/view.php?id=531>

Training Guides

https://doncastercouncil-my.sharepoint.com/personal/lee_simpson_doncaster_gov_uk/_layouts/15/onedrive.aspx?id=%2Fpersonal%2Flee%5Fsimpson%5Fdoncaster%5Fgov%5Fuk%2FDocuments%2FFunding%20Training%20Materials&originalPath=aHR0cHM6Ly9kb25jYXN0ZXJjb3VuY2lsLW15LnNoYXJlcG9pbmQuY29tLzpmOi9nL3BlcnNvbmFsL2xIZV9zaW1wc29uX2RvbmNhc3Rlc9nb3ZfdWsvRWxPNUZBVF9fTmRKdjc4ZERUd2RiS0FCTUNkaEFLcTY5MnJmYk5Xdks1RGlxdz9ydGltZT1LWnVfMk1YeTJFZw