

Local Provider Agreement

For the provision of funded early education and childcare places

www.portsmouth.gov.uk

DATED	2021
Trading Name of Provider:	
Service Delivery Address:	
Registered Company Address:	
Registered Company Address.	
Company Registration Number (If applicable):	

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BETWEEN:

- (1) The Provider whose principal place of business or registered address is as stated at the front of the agreement acting on his own behalf; and
- (2) Portsmouth City Council acting through its office at Civic Offices, Guildhall Square, Portsmouth PO1 2AL ("the Council").

WHEREAS the Council has agreed to make payment to the Provider for the provision of early years education places as described in the attached Provider's Entitlement to Grant Schedule for the Term. The Provider's Entitlement to Grant Schedule shall be read in conjunction with the attached Grants Schedule and the Conditions.

IT IS AGREED as follows:

1 INTERPRETATION

- 1.1 In this Agreement:
 - "the Agreement" means these Conditions together with all and any schedules and annexures attached to these Conditions "the Conditions" means the terms and conditions detailed herein;
 - "the Conditions" means the terms and conditions detailed herein in clauses 1 to 28;
- "the Commencement Date" is 1st September 2018 or other date agreed between the parties in writing.
- "the Council Representative" means a person appointed by the Council to act as liaison with the Provider with regard to the Service;
- "DBS" means Disclosure and Barring Service;
- "Early Years Foundation Stage" means the statutory regulatory and quality framework for the provision of learning, development and care for children between birth and the academic year in which they turn five (0-5).
- "EEF" means Early Education Funding;
- "EHA" means Early Help Assessment (replaces Single Assessment Framework);
- "Eligible 2 Year Old" means a child who meets the criteria set out by the 2 Year Old Funding Programme for free access to early education. This is a targeted programme with limiting criteria.
- "Eligible 3 and 4 Year Old" means all children accessing universal 3 and 4 year old funding, starting the term following their 3rd birthday until statutory school age.
- "Extended Entitlement" means the additional 15 hours funding for 3 and 4 year olds, subject to confirmed eligibility through the HMRC online application process.
- "Fees Regulations" means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.
- "Grace Period" refers to the length of time the council will continue to fund a place for a child in receipt of the Extended Entitlement whose parents cease to meet the eligibility criteria. The dates are specified in Schedule 2.
- "Grants" means the amounts listed in the Grant Schedule;
- "the Grant Schedule" means any and all Annexes raised under this Agreement relating to Grants at Schedule 2:
- "the Headcount Day" means the day of the dates specified in Part A of the Grant Schedule;

- "the Headcount Task" means the online task completed by the Provider via the Provider Portal to claim for early education grant funding;
- "INCO" means Inclusion Co-ordinator:
- "Information Laws" means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998 and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
- "Notice Period" means the 4 week period that the Council will continue to fund a place for a child in receipt of 2 Year Funding or Universal 3 and 4 Year Old Funding, as specified in Schedule 2:
- "OFSTED" the Office for Standards in Education:
- "the Places" means funded early education places detailed in the attached Provider's Entitlement to Grant Schedule;
- "the Premises" means the building and its attached areas where the places are to be provided;
- "the Provider" means the person specified above who is a private voluntary or independent OFSTED registered person/body of early education satisfying the conditions for registration as a provider of funded nursery education places with the Council;
- "the Provider's Entitlement to Grant Schedule (Schedule 1)" means the schedule raised under this agreement relating to the nature and frequency of the Services to be supplied by the Provider and the levels of Service to be provided;
- "the Provider Representative" means a person appointed by the Provider to act as liaison with the Council and Council Representative with regard to the Service;
- "PSCB" means Portsmouth Safeguarding Children Board;
- "the Service" means the service to be provided as detailed in the Provider's Entitlement to Grant Schedule;
- "Staff" means any person, paid or unpaid engaged upon the provision of the service;
- "Term" means three (3) years from the Commencement Date;
- 1.2 Reference to any statute or any statutory provision shall include reference to any statute provision, which amends, extends, consolidates or replaces the same and to any other regulation, instrument or subordinate legislation made under the statute.
- 1.3 Clauses 1.1 and 1.2 shall apply unless the contrary intention appears.
- 1.4 The headings in this Agreement are for convenience only and are not intended to affect the interpretation of this Agreement.
- 1.5 Words importing the singular shall include the plural and vice versa; words denoting persons shall include bodies corporate and unincorporated associations of persons and vice versa; words which refer to or imply gender shall include any other gender.
- 1.6 References to the Council and the Provider shall include in each case their employees, Staff and agents.
- 1.7 Day, week, month and year mean calendar day, calendar week, calendar month and calendar year respectively.
- 1.8 In the event of any inconsistency between these Conditions and any provision in any other schedule or document comprising this Agreement, these Conditions shall prevail. In case of ambiguities, the Council shall issue appropriate explanation and instructions in writing and the Provider shall carry out and be bound by such instructions.

2 APPOINTMENT

- 2.1 The Council appoints the Provider to provide the Service and the Places in accordance with the Provider's Entitlement to Grant Schedule and to the standard of skill and care reasonably expected of skilled and experienced providers of such services.
- 2.2 The Agreement shall commence on the Commencement Date and unless terminated earlier in accordance with the Agreement will remain in force for the Term.
- 2.3 Nothing in this Agreement shall be deemed to constitute a partnership between the Council and the Provider within the meaning of the Partnership Act 1980 or a contract of employment between the Provider and the Council.
- 2.4 At all times the Provider shall be an independent contractor and not be deemed to be an agent or servant of the Council or hold itself out as having authority or power to bind the Council in any way, other than expressly conferred by this Agreement

3 PROVIDER'S OBLIGATIONS

- 3.1 The Provider agrees to provide the Service and the Places detailed in the Provider's Entitlement to Grant Schedule in return for the Grants.
- 3.2 The Provider agrees not to delegate or sub-contract any of its duties or obligations or any part of the Service or the Places arising under this Agreement otherwise than may be expressly permitted under its terms or otherwise agreed in writing between the parties.
- 3.3 The Provider shall ensure that in providing the Service and the Places it and its employees, Staff, agents or sub-contractors conduct their affairs in accordance with the laws of England and Wales and that its employees, Staff, agents and sub-contractors act in a reputable manner without bringing the name of the Council into disrepute.
- 3.4 Upon commencement of the Agreement and prior to the commencement of the Service the Provider shall nominate a Provider Representative who has full authority to act on behalf of the Provider in connection with the Agreement.
- 3.5 The Provider shall ensure that the Council is provided with the name address and telephone number of the Provider Representative.
- 3.6 The Provider may change their Provider Representative at any time provided that notice of the change of representative is given to the Council as soon as practicable. Such notice must include the name, address and telephone number of the replacement representative.
- 3.7 The Provider shall ensure that an adequate and effective quality management assurance procedure is maintained at all times to ensure that the standards and targets set out in the Provider's Entitlement to Grant Schedule are met.
- 3.8 The Provider shall fully co-operate with the Council and any reasonable requests made by the Council when carrying monitoring and compliance audit relating to this Agreement.
- 3.9 The Provider agrees to meet with the Council at a frequency or on such occasions as the Council reasonably requires.
- 3.10 Where applicable, the Provider shall ensure that all requests for payment are carried out in accordance with the Grants Schedule.
- 3.11 The Provider shall ensure that safe systems of work and working practices are implemented and are fully complied with at all times by its employees, subcontractors and agents in performing the Service and the Places and shall take all steps to avoid and to ensure that its employees, Staff, agents and subcontractors avoid all risk of injury or illness.

- 3.12 The Provider hereby undertakes that it will use the Grants exclusively for the provision of the Service and the Places and shall keep proper and up to date records of the use of the Grants including the retention of invoices receipts and other relevant documents relating to expenditure of the Grants during the Term and seven (7) years after the end of the Term.
- 3.13 The Provider shall ensure that adequate arrangements are in place to safeguard children in their care. This must include ensuring that the Provider, at its own cost, has carried out an Disclosure and Barring Service (DBS) check of all persons employed by or assisting the Provider in delivering the Service, whether in the capacity of an employee, Staff, agent, sub-contractor or volunteer, in relation to their suitability to work unsupervised or otherwise with the young, disabled or infirm.
- 3.14 The Provider must ensure that all members of Staff, together with any other persons, who have not had a satisfactory Disclosure and Barring Service (DBS) check or who do not for any other reason satisfy the requirements of this clause do not have any contact with any child, for personal care or otherwise, receiving the Service unless accompanied by a member of Staff who has been the subject of a satisfactory enhanced DBS disclosure at all times.
- 3.15 Ensure that a vacancy for any post either fully or partly funded by the Council is openly advertised and filled following a competitive interview in line with best practice for safer recruitment processes.
- 3.16 Upon request by the Council, make available evidence of a satisfactory DBS check and that the safeguarding requirements and best practice within the "Working together to safeguard children" statutory guidance document are complied with (available on the Government website at: www.gov.uk/government/publications/working-together-to-safeguard-children--2).

4 COUNCIL'S OBLIGATIONS

- 4.1 In consideration of the Service detailed in the Provider's Entitlement to Grant Schedule the Council agrees to make the payments in accordance with the Grants Schedule.
- 4.2 Upon commencement of the Agreement and prior to the commencement of the Service the Council shall nominate a Council Representative who has full authority to act on behalf of the Council in connection with the Agreement.
- 4.3 The Council shall ensure that the Provider is provided with the name of the Council Representative and is provided with an address and telephone number of the Council Representative and shall make appropriate alternative arrangements to cover the absence of its nominated representative and shall notify the Provider of such arrangements.
- 4.4 The Council may change their Council Representative at any time provided that notice of the change of representative is given to the Provider as soon as practicable. Such notice must include the name, address and telephone number of the replacement representative.
- 4.5 The Council shall endeavour to provide reasonable notice where it intends to carry out monitoring and compliance audit relating to this Agreement but reserves the right to carry out these out without notice.
- 4.6 The Council will provide a specified 'universal, centrally funded' challenge and support offer with no charges to registered childcare providers. An additional, comprehensive challenge and support offer will be made available with an attached charging framework.

5 INDEMNITY AND INSURANCE

5.1 The Provider agrees to indemnify and keep indemnified the Council from and against any loss damage damages actions claims demands proceedings costs charges expenses or

other liability (whether criminal or civil) suffered or incurred by the Council resulting from a breach of the Agreement including but not limited to:

- 5.1.1 any act neglect or default of the Provider or its employees, Staff or agents (if any).
- 5.1.2 breaches in respect of any matter arising from the supply of the Service and the Places resulting in a successful claim by any third party.
- 5.2 Without prejudice to the generality of Clause 5.1:
 - 5.2.1 Each of the parties shall be liable for and shall indemnify the other in respect of any liability loss claim or proceedings whatsoever whether arising in common law or by statute in respect of personal injuries to or death of any person howsoever arising out of or in the course of or caused by the carrying out of the Service and providing the Places unless due to any neglect of the indemnified party or of its officers, Staff, servants or agents.
 - 5.2.2 the Provider shall be liable for and shall indemnify the Council in respect of any liability loss claim or proceedings and for any injury or damage whatsoever arising out of or in the course of or by reason of the carrying out of the Service and providing the Places due to any negligence omission or default of itself its employees, Staff, agents or servants or of any sub-contractor or to any circumstances within its control.
- 5.3 The Provider shall secure the due performance of the indemnities contained in Clauses 5.1 and 5.2 hereof by entering such policies of insurance with an insurer of good repute to cover claims under this Agreement or any other claim or demands which may be brought and shall keep the said policies in force throughout the Term of the Agreement.
- 5.4 The insurance to be placed in accordance with Clause 5.3 shall be in the sum of not less than £10,000,000 in respect of each claim without limit to the number of claims.
- 5.5 The Provider shall maintain employer's liability insurance to the value of £5,000,000 in respect of each claim without limit to the number of claims.
- 5.6 The Provider shall maintain public liability insurance to the value of £10,000,000 in respect of each claim without limit to the number of claims.
- 5.7 No policy of insurance required under this Clause 5 to be maintained by the Provider shall be subject to an excess or deductible in excess of the amount (if any) disclosed to and agreed by the Council in writing prior to the date of the Agreement.
- 5.8 Details of the policies required under this Clause 5 and current premium receipts must be produced to the Council before the commencement of the Service and the Places and thereafter upon reasonable request.

6 LIMITATION OF LIABILITY

- 6.1 Subject to clauses 6.2, 6.3 and 7, neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect;
- 6.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 6.3 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:

- 6.3.1 fraud or fraudulent misrepresentation; or
- 6.3.2 death or personal injury caused by its negligence; or
- 6.3.3 breach of any obligation as to title implied by statute; or
- 6.3.4 any other act or omission, liability for which may not be limited under law.

7 UNLIMITED LIABILITY

7.1 The Provider's liability under the indemnity clauses 10 (Intellectual Property) and 9.4 (Data Protection) shall be unlimited.

8 EQUAL OPPORTUNITIES AND HUMAN RIGHTS

- 8.1 The Provider will not discriminate directly or indirectly against any person because of their gender (including transgender), age, disability, race, colour, nationality (including citizenship), ethnic origin, religion or belief, language, political beliefs, trade union membership (or non-membership) marital status, pregnancy or maternity or sexual orientation and will operate an equal opportunities policy which complies with all relevant requirements of law.
- 8.2 The Provider's equal opportunities policy will be set out in any instructions circulated to those members of the Provider's employees concerned with recruitment training and promotion and in relevant documentation made available to its employees.
- 8.3 If any competent court or tribunal or the Equality and Human Rights Commission (CEHR) should make any finding of unlawful discrimination against the Provider, the Provider will notify the Council and take all necessary steps to prevent recurrence of such unlawful discrimination. The Council may require the Provider to provide full details of the steps taken to prevent such recurrence.
- 8.4 In the performance of the Service and in its dealings with service users, Council employees and members of the general public, the Provider shall comply and shall ensure that its employees, Staff, agents and subcontractors comply with the Human Rights Act 1998 as if the Provider were a public body, and all laws relating to equal opportunities.
- 8.5 The Council may require the Provider to submit a statement to the Council (not more than once in any calendar year) demonstrating compliance by the Provider with the requirements of this Clause 8.
- 8.6 Failure by the Provider to comply with the requirements of this Clause 8 will constitute a material breach of the Provider's obligations.

9 CONFIDENTIALITY, PUBLICITY, DATA PROTECTION, FREEDOM OF INFORMATION

- 9.1 With the exception of the Council's rights under Clauses 9.5 and 9.7, the Provider and the Council shall not at any time during or after completion of the Service and the Places divulge or allow to be divulged to any person any confidential information howsoever obtained in connection with the provision of the Service and the Places (other than to such of their respective employees who need to know the information and who shall be required to comply with the provisions of this Clause 9) without written consent of the other party. Information shall be regarded as confidential if the disclosing party has identified it as confidential or if the receiving party may reasonably be expected to consider that it is or may be confidential.
- 9.2 Paragraph 9.1 shall not apply to:
 - 9.2.1 any information in the public domain other than in breach of this Agreement.

- 9.2.2 information in the possession of the receiving party before such divulgence has taken place.
- 9.2.3 information obtained from a third party who is free to divulge the same.
- 9.2.4 information required to be divulged in compliance with a statutory or other legal obligation.
- 9.3 Neither party shall publish or use any advertising, sales promotions, press releases or other publicity which uses the name, logo, trademarks or service marks of the other, without the prior written consent of the other.
- 9.4 Both parties shall comply with the provisions of the Data Protection Act 1998 ("the Act") as amended, as to the treatment of personal data (as defined in the Act).
- 9.5 The Provider acknowledges that the Council is subject to obligations under the Information Laws.
- 9.6 The Provider shall, subject to clause 9.8, at no additional cost to the Council, co-operate promptly with the Council's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Council receives a request for information relating to this Agreement that the Council reasonably considers to be commercially sensitive and/or confidential it shall not disclose the same without first:
 - 9.6.1 notifying the Provider in writing; and
 - 9.6.2 allowing the Provider a reasonable opportunity (taking into account time scales set by law) to make representations to the Council as to disclosure of such information.
- 9.7 Where the Provider is required to provide the Council with the relevant information, other than under this clause 9, there shall be no charge for the provision of the information.
- 9.8 Subject to clause 9.7, in the event that the Provider incurs or would incur costs in actively locating, retrieving and extracting information in response to a request from the Council under clause 9.6, the Provider must inform the Council of such costs and the Council will inform the Provider in writing whether or not it still requires the Provider to comply with the request. If the Council informs the Provider to proceed with the request, the Council will reimburse the Provider for such costs as the Provider incurs in complying with the request to the extent that it is itself entitled to reimbursement of such costs in accordance with the Fees Regulations.
- 9.9 The Provider shall not respond directly to a request for information relating to the Agreement unless it is expressly authorised to do so by the Council or is required to do so by law.
- 9.10 The Provider shall ensure that it and any of its employees and Staff notify the Council in writing of all requests for information under the Information Laws relating to the Agreement that it receives, as soon as practicable and in any event within two (2) Working Days of receiving such a request.
- 9.11 Subject to the Provider's legal obligations (including under the Data Protection Act 1998), the Provider shall at no additional cost to the Council permit the Council access to all information it holds in relation to the Agreement as reasonably required from time to time.
- 9.12 The provisions of this Clause 9 shall remain in full force and effect notwithstanding any termination of this Agreement.

10 INTELLECTUAL PROPERTY

- 10.1 The Council shall retain ownership of all intellectual property rights in all documents provided by the Council in connection with or arising from the provision of the Service and the Places. The Provider may obtain or make at its own expense any further copies of such documentation required solely for use by it or its employees, servants, agents or subcontractors only as necessary to provide the Service and the Places and always subject to the provisions of this clause 10.
- 10.2 The Provider shall not cause or permit anything which may change or endanger the intellectual property of the Council or the Council's title to it or assist or allow others to do so.
- 10.3 The Provider grants to the Council a perpetual, royalty-free, irrevocable non-exclusive licence (with right to sub-licence) to use all intellectual property rights in the Services and the Places supplied to the extent that it is necessary to fulfil its obligations under the Agreement.
- 10.4 The Provider shall fully indemnify the Council against any liability the Council may incur as a result of infringing the intellectual property rights of a third party through the use as expressly or impliedly envisaged in the Agreement of any material provided to the Council by the Provider (whether or not produced or created by the Provider) in connection with the Service and the Places.

11 DISPUTED SUMS

- 11.1 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be referred to clause 12 (Dispute Resolution).
- 11.2 Interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties, or receipt of the decision of the adjudicator in accordance with clause 12.
- 11.3 Either party shall pay interest on all overdue payments to the other party accruing from day to day for the period of default at an annual rate of 2% over the daily base lender rate from time to time of the Barclays plc applicable in England.
- 11.4 Whenever any sum of money shall be recoverable from or payable by the Provider to the Council under this Agreement, the same may be deducted from any sum then due or which may become due to the Provider under this Agreement.

12 DISPUTE RESOLUTION

- 12.1 If any dispute arises out of or in connection with the Agreement, the parties shall promptly notify each other of the matter in dispute ("Dispute"), which shall in the first instance be referred to the Council Representative and the Provider Representative who shall use all reasonable skill, care and diligence to ensure that they receive the views of all parties and considers all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 12.2 Where the Council Representative and the Provider Representative do not achieve within 14 days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both parties shall meet promptly, and in any event within 21 days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.

- 12.3 Subject to clause 11 (Disputed Sums), the provision of the Service and the Places and the payment of the Grants shall not be affected or suspended in the event of and during any Dispute.
- 12.4 If within 30 days of notification of a Dispute the processes set out in this clause 10 do not resolve such Dispute to the satisfaction of both parties, either party may refer any Dispute to an adjudicator.
- 12.5 To initiate adjudication, a party must serve the other with notice in writing, in accordance with clause 18 (Notices), of its intention to refer the Dispute to adjudication ("Adjudication Notice"), setting out the nature of the Dispute and the redress sought.
- 12.6 If the parties are unable to agree the appointment of an adjudicator within ten (10) days of the request by the referring party for such an appointment then an appropriate expert (willing to act in that capacity hereunder) shall be appointed by the President of the Centre for Effective Dispute Resolution and the parties agree to accept such appointment.
- 12.7 Disputes shall be decided by such adjudicator in accordance with the latest Rules of Adjudication of the Centre for Effective Dispute Resolution as in place at the time of the Dispute being referred to such adjudicator, and costs shall be borne in such proportions as the adjudicator may determine to be fair and reasonable in all the circumstances or, if the adjudicator makes no such determination, by the parties in equal proportions.
- 12.8 Nothing in this clause 12 shall prevent either party from applying to a court for interim measures.

13 TERMINATION

- 13.1 Should any of the following circumstances or events occur during the Term of the Agreement the Council shall be entitled forthwith to terminate the Agreement (without prejudice to any right of action or remedy which shall have accrued or shall thereupon accrue to the Council) and where appropriate recover the amount of any resultant loss from the Provider:
 - 13.1.1 if the Provider is an individual or partnership and commits an act of bankruptcy or proposes to enter into a voluntary arrangement with his creditors or if any event occurs which is of the same nature or effect;
 - 13.1.2 if the Provider is a company and passes a resolution for winding-up or the court makes an administration order or a winding-up order or the company makes a composition or arrangement with its creditors or an administrative receiver or manager is appointed by a creditor or by the court or possession is taken of any of their property under the terms of a floating charge:

13.2 If the Provider:

- 13.2.1 commits a breach of any of its obligations under the Agreement which materially and adversely affects the performance of the Agreement;
- 13.2.2 notwithstanding provisions of clause 13.2.1, fails to meet in any respect the required quality criteria set out in the Provider's Entitlement to Grant Schedule;
- 13.2.3 makes an assignment of this Agreement in breach of clause 15 (Assignment);
- 13.2.4 breaches any of its obligations under clauses 5.3 to 5.8 (Insurance);
- 13.2.5 fails to provide the Service during a continuous period of 7 days or for a total period of 10 days in any three (3) month period during the Contract Period other than as a result of a Force Majeure Event
- 13.2.6 commits a breach that results in material damage to the reputation of the Council;

- 13.2.7 (each a "Provider Default") then the Council may serve a notice (a "Termination Notice") in accordance with this clause 13 on the Provider.
- 13.3 The Termination Notice will specify:
 - 13.3.1 the type and nature of the Provider Default that has occurred; and
 - 13.3.2 that all or part of the Agreement will terminate on the day falling 30 days after the date the Provider receives the Termination Notice unless, if the Provider Default is one which in the reasonable opinion of the Council is remediable and the Council so specifies in the Termination Notice, the Provider:
 - 13.3.3 rectifies the Provider Default (where the Provider Default falls within clause 13.2.2) within 24 hours or
 - 13.3.4 in any other circumstances:
 - (i) within 14 days of receipt of the Termination Notice, puts forward a rectification programme which is acceptable to the Council (acting reasonably) or
 - (ii) within 21 days of receipt of the Termination Notice, rectifies the Provider Default to the Council's satisfaction
- 13.4 The Council shall be entitled to alter the timeframes specified in clause 13.3.4 above to such other times as may be reasonable in the circumstances.
- 13.5 If the Provider either rectifies the Provider Default within the time period specified in the Termination Notice or implements a rectification programme in accordance with its terms, the Termination Notice will be deemed to be revoked and the Agreement will continue.
- 13.6 If the Provider Default is one that is not remediable or if the Provider fails to rectify the Provider Default within the time period specified in the Termination Notice and fails to put forward a rectification programme acceptable to the Council (acting reasonably) the Agreement will terminate on the day falling 30 days after the date of receipt by the Provider of the Termination Notice.
- 13.7 If the Provider fails to complete any rectification programme in accordance with the approved rectification programme the Agreement will terminate on the date falling 21 days after the date of notification to the Provider of such failure.
- 13.8 Should any of the events giving rise to a right of the Council to terminate this Agreement occur during the period of the Agreement the Council shall have the right exercisable at its sole and absolute discretion either to terminate the Agreement in whole or in part. If in part the Conditions set out in the Agreement shall apply in respect of such part as shall continue as if a separate agreement existed for that part of the Agreement which is terminated.
- 13.9 The Council can at its discretion (but acting reasonably) in the event of a Provider Default or for some other good and substantial reason temporarily suspend this Agreement by giving one month's notice. The Provider shall be entitled to appeal against any decision to suspend the services under this clause 13.9.
- 13.10 If the Agreement is terminated the Council shall:
 - 13.10.1 not be liable to make any Grants where due to the Provider until the costs, losses and/or damage arising from the termination have been calculated and it is apparent that any sum is due to the Provider;
 - 13.10.2 be entitled to repossess its materials, clothing, equipment, vehicles or goods ("materials, etc.") loaned or hired to the Provider and exercise a lien over any materials, etc., belonging to the Provider ("the Provider's materials, etc.") for any sum due to the Council from the Provider;

- 13.10.3 for the purposes of recovering any monies due to the Council for any loss or damage whether under this or any other agreement (such loss or damage to include the Council's officers' time spent on termination and/or making alternative arrangements for the provision of the Service and the Places or any part of) to deduct any sums owing to the Council from any monies whatsoever due to the Provider or to recover any such monies as a debt;
- 13.10.4 once the total costs (including loss or damage referred to above) have been calculated any balance due to the Council may be recovered as a debt or alternatively the Council will pay to the Provider any balance due to the Provider on an agreed final payment date. Where final payment is determined by arbitration, payment must be made seven days from the date of decision.
- 13.11 Either party may terminate this Agreement on the provision of not less than three (3) months written notice to the other party. This power of termination is not to be used unreasonably.
- 13.12 Without prejudice to the power of termination in clause 13.11, the Council expressly reserves the right to terminate the Agreement on not less than three (3) months' notice in the event that funding to support the payment for the Service and the Places is no longer available.
- 13.13 The Provider shall inform the Council if there is a change of ownership, OFSTED registration, or legal status. The Council reserves the right to terminate the Agreement with immediate effect in the event of a Provider changing ownership, OFSTED registration, or legal status and the Council will exercise its discretion in accordance with the Objections and Appeals Procedure attached to this Agreement as Annex 1
- 13.14 The rights of the Council in this Clause 13 are in addition to and without prejudice to any other rights the Council may have whether against the Provider directly or pursuant to any guarantee, indemnity or bond.

14 PREVENTION OF CORRUPTION

- 14.1 If the Provider, its employee, servant, agent or sub-contractor (with or without the Provider's knowledge or consent) whether in relation to this or any other agreement with the Council shall do or have done any act:
 - 14.1.1 which amounts to an inducement or reward to any person for doing or omitting to do any act relating to the obtaining or execution of the agreement;
 - 14.1.2 which is an offence under the Bribery Act 2010;
 - 14.1.3 which amounts to the giving of a fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972;
 - 14.1.4 the Council may terminate this Agreement with immediate effect and recover from the Provider any loss resulting from such termination.

15 ASSIGNMENT

15.1 The Provider shall not assign or otherwise dispose of any of its rights or benefits under the Agreement other than except with the express agreement of the Council Representative, and provided that the Provider undertakes to pay all reas 20 on able expenses incurred by

- the Council in connection with the proposed assignment whether or not the assignment is completed.
- 15.2 The Council may (and the Provider shall do all things necessary to assist the Council to) assign or otherwise dispose of its rights and obligations under this Agreement or any part thereof to another party provided that:
 - 15.2.1 the Council shall give prior written notice of any assignment to the Provider; and
 - such assignee shall have the legal capacity and sufficient financial resources to perform the obligations of the Council under this Agreement.

16 WAIVER

16.1 No waiver of a breach or default of this Agreement (whether expressed or implied) by either of the parties shall be deemed as a waiver or consent to any subsequent or continuing breach or default. Nor shall any failure and/or delay in exercising any right or remedy under this Agreement operate as a waiver of such right or prevent the waiving party from subsequently enforcing that right.

17 AMENDMENTS

- 17.1 No amendment, waiver or variation of this Agreement or oral promise or commitment related to it shall be binding upon the parties unless set out in writing, expressed to amend this Agreement and signed by or on behalf of both of the parties.
- 17.2 The Council Representative may request an addition to or omission from or other variation to the Service and if agreed by the Provider without variation to the Grants or (if appropriate) with such variation to the Grants as the Council agrees the variation shall take effect.
- 17.3 The Council reserves the right to amend the Agreement at any time in order to reflect changes to any relevant legislation, LA Statutory Guidance and Central Government directives or associated Grants.

18 NOTICES

18.1 Any notice given under this Agreement by either party to the other must be in writing and may be delivered by email, recorded delivery, pre-paid first class or registered post. In the case of post, notice will be deemed to have been given 2 working days after the date of posting. Notices will be delivered or sent to the address of the parties on the first page of this Agreement or to any other address notified in writing by either party to the other party for the purpose of receiving notices after the date of this Agreement.

19 FORCE MAJEURE

19.1 Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its control including, without limitation to any of the following: act of God, governmental act, war, act of terrorism, fire, flood, explosions, civil commotion or industrial dispute. Subject to the delaying party promptly notifying the other in writing (within two working days of becoming aware of the delay) of the reason for the delay (and the likely duration), the performance of such party's obligations shall be suspended during the period that the cause persists and such party shall be granted an extension of time for performance equal to the period of delay. If the performance is not resumed within 30 days of notification of the delay, the other party may, by notice in writing, terminate the Agreement.

20 SEVERANCE

20.1 If any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise enforceable the parties will amend the provision in such a manner as achieves the intention of the parties without illegality, or at the discretion of the Council it may be severed from this Agreement. The remaining provisions of the Agreement will remain in full force and effect unless the Council decides that the effect of such declaration is to defeat the original intention of the parties in which event the Council shall be entitled to terminate this agreement by 12 weeks' notice to the Provider and the provisions of Clause 13 will apply accordingly.

21 THIRD PARTIES

21.1 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, except for any person to whom the benefit of the Contract is assigned in accordance with clause 15 (Assignment).

22 ENTIRE AGREEMENT

22.1 The Conditions contained herein together with any Grants Schedule, Provider's Entitlement to Grant Schedule and other schedules attached to this Agreement constitutes the entire Agreement between the parties relating to the Service and the Places and supersedes all prior written and oral arrangements and understandings between such parties relating to such subject matter.

23 COMPLIANCE WITH STATUTES

23.1 The Provider shall comply with all statutory requirements applicable to the Service and the Places and shall indemnify the Council against all actions claims demands proceedings damages costs charges and expenses whatsoever arising directly or indirectly from any failure by the Provider to comply with such requirements.

24 APPEALS PROCEDURE

24.1 Where the Provider has reason to challenge decisions made by the Council regarding the provision of the Grants the Provider shall refer to Part B of the Grants Schedule; Objections and Appeals Procedure Schedule applicable to the service being provided.

25 ACCESS TO INFORMATION

25.1 The Provider shall give the Council reasonable access to all financial and non-financial records of the Places and all other records compiled by the Provider in respect of the Service and the Places.

26 RIGHTS AND DUTIES RESERVED

26.1 Save as otherwise expressly provided, the obligations of the Council under the Agreement are obligations of the Council in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Council to the Provider.

27 JURISDICTION

27.1 This Agreement is governed by and will be construed in accordance with the law of England and Wales. Subject to clause 12 (Dispute Resolution), the parties submit to the jurisdiction of the English courts for all purposes relating to the Agreement.

28 LEGAL FRAMEWORK AND STATUTORY GUIDANCE

- 28.1 The following frameworks and legislation underpin this agreement:
 - Early Education and childcare, Statutory guidance for Local Authorities 2018
 - Childcare Act 2006
 - Childcare Act 2016
 - Equality Act 2010
 - School admissions code 2014
 - Statutory framework for the early years foundation stage 2017
 - Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 Amendment 2018
 - The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
 - Special educational needs and disability code of practice: 0 to 25 years 2015
 - Data Protection Act 1998
 - General Data Protection Regulation (GDPR) will apply from 25 May 2018
 - The Prevent Duty and Counter-Terrorism and Security Act 2015

AS WITNESS the hands of the duly authorised representatives of the parties on the date first before appearing:

I, the Provider, agree to deliver early education funding in accordance with the Legal Framework and Statutory Guidance as set out in the Agreement. I agree to the requirements of this agreement and commit to deliver:

commit to deliver:	
Early Education Funding for eligible Two Year Olds (570hr per year)	
Parents will be able to access this 'term time' only (38 weeks)	
Parents will be able to access this stretched over more than 38 weeks (you must list	
number of weeks)	
I will limit the number of funded only places (you must list number)	
Universal Early Education Funding for Three and Four Year Olds (570hr per year)	
Parents will be able to access this 'term time' only (38 weeks)	
Parents will be able to access this stretched over more than 38 weeks (you must list	
number of weeks)	
I will limit the number of funded only places (you must list number)	
Extended Early Education Funding for eligible Three and Four Year Olds (an additional 570hr per year)	
Parents will be able to access this 'term time' only (38 weeks)	
Parents will be able to access this stretched over more than 38 weeks (you must list	
number of weeks)	
I will limit the number of funded only places (you must list number)	
Providers unable to deliver over a minimum of 38 weeks must seek prior approval from the Council	
EXECUTED AS A DEED by (Provider/Setting Name) acting b two of its Directors/one of its Directors and its Secretary/duly authorised signatories* whose signature here subscribed: -	y res
Director/Secretary/Authorised Signatory*	
Director/Secretary/Authorised Signatory/Witness*†	
Name and Address of Witness*†	
*Delete as appropriate †Where only one director signs their signature MUST be witnessed	
The COMMON SEAL of PORTSMOUTH CITY COUNCIL	
was hereunto affixed in pursuance of a resolution	
of the Council passed at a meeting	
duly convened and held: -	
Authorised Signatory	

SCHEDULE 1 - Providers' entitlement to grant

The Council's nominated representatives will assess the Provider's ability to comply with the Council's criteria for the provision of funded early education places for eligible two, three and four year olds through the framework outlined in Schedule 1.

1. Eligibility

- 1.1. The following Providers can be considered for inclusion in the Council's 'Local Directory of Free Early Education Providers':
 - Early years providers and childminders registered on the Ofsted Early Years Register
 - A childminder registered with a childminder agency which is registered with Ofsted;
 - Maintained schools, independent schools and academies taking children age two and over and which are exempt from registration with Ofsted as early years providers.

2. What the Provider will do

2.1. To remain eligible for inclusion in the 'Local Directory of Funded Early Education Providers' settings must:

General requirements

- a) Be able to offer eligible 2, 3 and 4 year old children a maximum of 15 hours per week of funded early years education, over a minimum of 38 weeks flexibly guaranteeing a child's place from one term to the next. Settings unable to meet this requirement must apply to the Council on an annual basis for approval to deliver a variation.
- b) Be able to offer 3 and 4 year olds eligible for the extended entitlement a maximum of 30 hours per week of funded early years education, over a minimum of 38 weeks. Settings unable to meet this requirement must apply to the Council on an annual basis for approval to deliver a variation.
- c) Funding can be offered in the following format:
 - No session to be longer than 10 hours
 - No minimum session length (subject to the requirements of registration on the Ofsted Early Years Register)
 - Not before 6.00am or after 8.00pm
 - A maximum of two sites in a single day
- d) The Provider should ensure that children are able to take up their free hours in continuous blocks and avoid artificial breaks being created throughout the day, for example over the lunch period. Settings unable to meet this requirement must submit a business justification to the Council on an annual basis for approval to deliver a variation.
- e) Government funding is intended to cover the cost to deliver 15 or 30 hours a week of funded, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- f) The Provider can charge for meals and snacks as part of a funded entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, providers who choose to offer the funded entitlements are 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.
- g) The Provider must deliver the funded entitlements consistently so that all children accessing any of the funded entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- h) The Council will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's funded place. The provider should be completely transparent about any additional charges.
- i) The Provider must publish their admissions criteria and ensure parents understand which hours/sessions can be taken as funded provision. Not all providers will be able to offer fully

- flexible places, but providers should work with parents to ensure that as far as possible the pattern of hours is convenient for parents' working hours.
- j) The Provider must not charge parents a deposit to secure their child's place where they are only taking their funded hours. Parents accessing any additional hours can be subject to the Provider's standard terms and conditions.
- k) Parents will be required to give a 4 week notice period on their funded only hours. Also see Part B (7).
- I) 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 funded places) or require parents to pay a registration fee as a condition of taking up their child's funded place.
- m) The Provider will ensure that invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their funded entitlement completely free of charge and understand fees paid for additional hours. The Provider will ensure that receipts contain their full details so that they can be identified as coming from a specific provider.
- n) The Provider should work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. The Provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, to ensure a smooth transition for the child.
- Where funded early education is delivered through a childminder registered with an agency, the agency must indicate to the Local Authority when a childminder is not of satisfactory quality to deliver early education.
- p) Actively promote fundamental British values and not promote views or theories as fact which are contrary to established scientific or historical evidence and explanations. The promotion of fundamental British values will be reflected in the Early Years Foundation Stage (EYFS) and exemplified in an age-appropriate way through practice guidance.
- q) Submit to inspection by the appropriate inspection body, when reasonably requested to do so. Failure without reasonable excuse or cause to submit to such an examination will be considered a breach of this Agreement. In the event of the Provider failing to submit to such an inspection, the Council's Representative will notify the Provider that it is considered to be in default under the provisions of the Agreement. If the Council at its sole discretion considers that the failure to submit to examination is of a significantly serious nature the Council shall deem the failure a breach of contract under the provisions of the Agreement.
- r) Abide by the conditions and requirements as set down Local Provider Agreement

Safeguarding children

- a) The provider will follow the EYFS and have clear safeguarding policies and procedures in place. Written procedures must outline arrangements for safeguarding children which are in-line with the procedures outlined by Portsmouth Safeguarding Children's Board (PSCB) and 'Working Together to Safeguard Children' 2018.
- b) Ensure staff have a sound knowledge of safeguarding issues and are aware of internal and local procedures, including notifying Ofsted and the Local Authority Designated Officer (LADO) of any relevant incidents.
- c) Ensure that all staff are capable and confident to engage with the Early Help Assessment (EHA) process as appropriate to their role.

Special educational needs and/or disabilities

- a) Be able to demonstrate arrangements are in place for supporting children with special educational needs and/or disabilities and be aware of the Portsmouth Local Offer. This will be in-line with the Department for Education document 'Special Educational Needs and Disability: Code of Practice'.
- b) The Provider will utilise the 'Disability Access Fund' and 'Inclusion Fund' to deliver effective support for the child.
- c) The Provider will be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support parents to choose the right setting for their child with SEND.
- d) Ensure that parents are always involved in the planning and delivery of their child's early education and childcare.
- e) Ensure that staff have undertaken training relevant to their role.
- f) Ensure an Early Help Assessment (EHA) is in place where appropriate, to support any unmet needs of a child.

Quality

In the event of a Provider receiving an Ofsted or ISI inspection outcome of inadequate category, the Council will either:

- Secure alternative provision and withdraw funding from the Provider (other than a local authority maintained school), as soon as is practicable
- Confirm that the Provider be allowed time to improve their provision, with an Ofsted or ISI inspection to check on progress within 6-12 months.

Where the Provider's funding has been withdrawn, the Provider shall have the right to appeal against the decision as outlined in Schedule 5.

Portsmouth City Council will not fund childminders registered with a childminder agency where the agency has indicated to the Council that the childminder is not of satisfactory quality unless it is necessary to do so to ensure sufficiency of accessible places.

Where a Provider is judged less than 'good' by Ofsted, the Council may place additional requirements on the Provider through an agreed quality improvement plan. The actions incorporated in this will be limited to those that enable providers to improve the quality of their provision as identified in the Provider's Ofsted inspection report. The requirements may include, where applicable, participating in training or other quality improvement programmes. In addition, where Ofsted have raised particular concerns about how the Provider judged less than 'good' is using the Early Years Pupil Premium to support their disadvantaged children Portsmouth City Council will include requirements to address this.

Provision of information

The Provider must provide information as required by the 'Early Education Funding (EEF) Provider Process, Systems and Compliance Review' (Annex 6).

Financial accountability and monitoring

- a) Satisfy the Council that proper financial accounting systems and practices are in place and maintain an audit trail of all transactions.
- b) Acknowledge and agrees that the Grants are subject to the Provider adhering to the terms of the Agreement and that the Council reserves the right to suspend payment of the Grants or request that all or part of the Grants are repaid if the provisions of this Agreement are not met.
- c) Maintain a specific bank account for their setting. This account should be dual-signatory, unless the Provider is a sole trader.
- d) Satisfy themselves that claims made for individual children do not exceed the maximum entitlement. Where a Provider is notified by the parents or otherwise discovers that a child is attending another Provider, which is also in receipt of funding, they should immediately inform the local authority in order that the funding may be paid correctly in respect of that child. Providers should also inform the Council when a child in respect of whom funding has been paid leaves their setting.
- e) Record and submit information to the Council about children receiving funded entitlement to early years provision, and securely keep evidence of proof of entitlement e.g. a copy of the child's original birth certificate and a recent utility bill showing the child's home address. For funded two year olds, a copy of the confirmation notice awarding funding.
- f) For the purposes of audit:
 - Allow the Council access to financial records
 - Allow the Council access to records for a period of 6 years
 - Where required submit to an audit of its financial accounts
 - Allow the Council access to foundation stage curriculum planning
 - Allow the Council access to children's records, including records of attendance
 - Allow the Council access to the Provider's policies

3. What the Council will do

3.1. The Council will:

- a) Work in partnership with providers to agree how to deliver free entitlement places
- b) Primarily, through the administration of the Grants system, financially resource all eligible children with funded early education;
 - the term after their second birthday for eligible two year olds
 - the term after their third birthday for universal three and four year old entitlement
 - no later than the beginning of the term following the child and parent meeting the eligibility criteria for the three and four year olds extended entitlement
 - the term after their fourth birthday up until they take a state-funded school place in Year R or commence school at statutory school age.
- c) Assess the Provider for eligibility and suitability for inclusion in the 'Local Directory, as per this agreement'.
- d) Support partnership working at 4 levels:
 - · Council to Provider
 - Providers working with providers (including childminders, schools and other organisations)
 - Providers and parents
 - The Council and parents
- e) Ensure a structure of appropriate support and challenge is made available through a professionally competent team; including to meet the needs of children with special educational needs and/or disabilities
- f) Be clear about the support offered for children with special educational needs and/or disabilities through our 'Local Offer', so that providers and parents can access appropriate support
- g) Contribute, through this agreement, to safeguarding and promoting the welfare of children and young people
- h) Review the administration of any Grant monies by at least 10% of private, voluntary and independent providers annually, using the review checklist outlined in Annex 6.

SCHEDULE 2 - Grant Schedule

Part A - Children's Entitlement to Grant

1. Two year old entitlement.

1.1. 40% of the most vulnerable 2 Year Olds across the City may become eligible for the funding the term after their second birthday. Parents have to apply for this funding. See table below:

Child born between:	They may eligible for a funded place from:		
1 April and 31 August	1 September following their second birthday until 3 & 4 year old eligibility		
1 Sept and 31 December	1 January following their second birthday until 3 & 4 year old eligibility		
1 January and 31 March	1 April following their second birthday until 3 & 4 year old eligibility		

- 1.2. Parents who become eligible for the funding after the start of the funding period (as defined in paragraph 1.7 below) can be funded from the date on their eligibility confirmation message. It is the responsibility of the Provider to verify eligibility and eligible start date by checking the eligibility message that the parent must present to you.
- 1.3. The education place will be for a maximum of 570 hours a year, over no fewer than 38 weeks and up to 52 weeks per year (outlined below).
- 1.4. Parents will be entitled to a maximum of 15 hours per week, with a maximum of 10 hours in any one day, not before 6am or after 8pm.
- 1.5. The Provider should work with the parent to offer this as flexibly as possible to meet the needs of the family.
- 1.6. Parents may choose to purchase additional services that do not form part of this Agreement from the Provider at their own cost.
- 1.7. Funding period:

Term Time Offer

Funding Period	Hours Allocated	Weeks	Hours per week
Summer (1st April to 31st August)	195	13	15
Autumn (1st September to 31st December)	210	14	15
Spring (1st January to 31st March)	165	11	15
Total:	570	38	

Stretched Offer (subject to change)

Funding Period	Hours	Weeks (up to)	Hours per week
_	Allocated		-
Summer (1st April to 31st August)	241	22	10.9
Autumn (1st September to 31st December)	186.5	17	10.9
Spring (1st January to 31st March)	142.5	13	10.9
Total:	570	52	

2. Universal three and four year old entitlement

2.1. Children become eligible for the universal 3 and 4 year old funding the term after their third birthday. Parents do not have to apply for this funding; however they must complete the parent declaration form (Annex 2). See table below:

Child born between:	They are eligible for a funded place from:	
1 April and 31 August	September following their third birthday until statutory school age	
1 Sept and 31 December	January following their third birthday until statutory school age	
1 January and 31 March	1 April following their third birthday until statutory school age	

- 2.2. The education place will be for a maximum of 570 hours a year, over no fewer than 38 weeks and up to 52 weeks per year (outlined below).
- 2.3. Parents should be able to access a place in at least the following pattern;
 - 3 hours per day over 5 days of the week
 - 5 hours per day over 3 days of the week
- 2.4. Parents will be entitled to a maximum of 15 hours per week, with a maximum of 10 hours in any one day and not before 6am or after 8pm
- 2.5. Parents may choose to purchase additional services that do not form part of this Agreement from the Provider at their own cost.
- 2.6. Funding period:

Term Time Offer

Funding Period	Hours Allocated	Weeks	Hours per week
Summer (1st April to 31st August)	195	13	15
Autumn (1st September to 31st December)	210	14	15
Spring (1st January to 31st March)	165	11	15
Total:	570	38	

Stretched Offer (subject to change)

Funding Period	Hours	Weeks (up to)	Hours per week
	Allocated		
Summer (1 st April to 31 st August)	241	22	10.9
Autumn (1st September to 31st December)	186.5	17	10.9
Spring (1 st January to 31 st March)	142.5	13	10.9
Total:	570	52	

3. Extended entitlement for three and four year olds (of working parents)

- 3.1. Parents must apply for this entitlement via HMRC and, if eligible, will be issued with a code and notification of the validity dates of this code. Parents must present this 11 digit code, their National Insurance (NI) number and child's date of birth to the provider.
- 3.2. A child will be entitled to the additional funded hours from the term after both of the following conditions are satisfied: (1) the child has reached the age of three; (2) the child's parent has a current valid eligibility code from HMRC. Example: If a parent applies for and receives confirmation of eligibility from HMRC after 1 April, 1 September, 1 December the child will be entitled to start their additional 15 hours from the beginning of the following term. This will not affect their access to the universal 15 hours entitlement as set out in table above.
- 3.3. The Provider must acquire a 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 parent's 30 hour eligibility code. The Provider must ensure the Parent Declaration Form (Annex 2) is completed and signed before they check eligibility on the Provider Portal.

- 3.4. It is the responsibility of the Provider to verify the eligibility code, validity dates and eligible start date via the Provider Portal before the child takes up the extended entitlement.
- 3.5. Parents may choose to purchase additional services that do not form part of this Agreement from the Provider at their own cost.
- 3.6. Funding Period

Term Time Offer

Funding Period	Additional Hours Allocated	Weeks	Hours per week
Summer (1st April to 31st August)	195	13	15
Autumn (1st September to 31st December)	210	14	15
Spring (1st January to 31st March)	165	11	15
Total:	570	38	

Stretched Offer (subject to change)

Funding Period	Additional Hours Allocated	Weeks (up to)	Hours per week
Summer (1st April to 31st August)	241	22	10.9
Autumn (1st September to 31st December)	186.5	17	10.9
Spring (1st January to 31st March)	142.5	13	10.9
Total:	570	52	

4. The Grace Period (extended entitlement only)

- 4.1. The Council will complete audit checks to review the validity of the eligibility codes at 6 fixed points in the year; see table below. It is the responsibility of the Council to notify the Provider where a parent has fallen out of eligibility and inform them of the grace period end date. The Provider must inform the parent.
- 4.2. The Council will continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for local authorities 2018.
- 4.3. Parents are reminded by HMRC to re-validate their eligibility code every three months.

Date parent receives an ineligible decision on reconfirmation	LA audit date	Grace Period End date
1 January - 10 February	11 February	31 March
11 February - 31 March	1 April	31 August
1 April - 26 May	27 May	31 August
27 May - 31 August	1 September	31 December
1 September - 21 October	22 October	31 December
22 October - 31 Dec	1 January	31 March

- 4.4. When a parent no longer meets the eligibility criteria and the grace period has expired the child will still be able to access their universal 15 hours entitlement as long as they have not exceeded the total number of hours as set out at Part A of the Grants Schedule.
- 4.5. Where a parent has taken the extended entitlement at more than one provider the Council will continue to fund the universal 15 hours at the provider of the parent's choice this will be noted on their Parental Declaration (Annex 2).

Part B - Payment Guidance for 2, 3 and 4 Year Old Funding

1. General Information

- 1.1. Portsmouth City Council has in place a single standard rate for the payments of Early Education Funding for **eligible two year olds.**
- 1.2. Portsmouth City Council has in place a single funding formula for the payment of Early Education Funding for **three and four year olds**. This means that all providers of funded early education places for three and four year olds are paid on the same formula basis.

2. Funding formula

- 2.1. Funding to support funded early education places for eligible **two year olds** is paid at a single standard rate. For 2021-22 this will be £5.20 per child, per hour they attend.
- 2.2. The funding formula for **three and four year olds** (universal and extended entitlement) is made up of; a standard base rate per hour and a deprivation rate per hour
 - 2.3. The standard base rate per hour for funded early education places for 3 & 4 year olds for 2021-22 (both universal and extended entitlements) is £4.30 per child, per hour they attend.
 - 2.4. Early Years Pupil Premium is paid for eligible children at 0.53p per child, per hour they attend.

3. Deprivation Rate per hour

- 3.1. The deprivation supplement is allocated to providers on an incremental scale which recognises where more than 10% of the children attending are from the 25% most disadvantaged areas of the City.
- 3.2. The Council has used 'The Income Deprivation Affecting Children Index' (IDACI) to calculate which band each provider is allocated to, based on the home post-code of children attending the last 3 terms. The IDACI shows the percentage of children in families which are 'income deprived'. The bands are defined below:

Band	% children attending from 25% most disadvantaged areas	Amount per child, per hour
1	76 - 100%	£0.45
2	51 - 75%	£0.34
3	26-50%	£0.22
4	11-25%	£0.11
5	0-10%	£0.00

4. Payment Process

- 4.1. Payment for Private, Independent or Voluntary sector Providers and maintained schools is outlined below.
- 4.2. The Council will issue a Headcount (forecast) task via the Provider Portal prior to the beginning of the following funding period (see table below). Forecast task to be completed by provider within one working week and submitted on date specified. Failure to do so will result in payment not being made according to table below.

- 4.3. The headcount (forecast task) must be completed with all relevant data for all two, three, and four children who are registered with the Provider to access an early education funded place in the following funding period. It should include the relevant data in order for the Council to also verify eligibility for Early Years Pupil Premium.
- 4.4. Payment will be made based on the information submitted on the headcount (forecast) task in the first week of the following funding period.

	For children registered to access in Summer 2021	For children registered to access in Autumn 2021	For children registered to access in Spring 2022
Forecast task issued	22 nd February 2021	28 th June 2021	8 th November 2021
Submission deadline date	26 th February 2021	2 nd July 2021	12 th November 2021
Payment made	During first week of Summer 2021 funding period	During first week of Autumn 2021 funding period	During first week of Spring 2022 funding period

This schedule may be subject to change with notice to Provider

- 4.5. A headcount (actual) task will be issued via the Provider Portal in the first half of the funding period, see table below. This task must be completed by all Providers to confirm the data submitted in the Forecast Task and to inform the Council of any changes, which may include children starting or leaving the setting or an increase/decrease in funded hours.
- 4.6. For any changes to this data once the headcount (actual) task has closed a headcount (amendment) task will be made available on request, this task will be closed 3 weeks before the end of the funding period and any new funded children can start their funding from the beginning of the next funding period (except in exceptional circumstances).
- 4.7. In term adjustments will be made based on the data submitted on the headcount (actual and amendment) tasks and payment made by the end of each funding period.
- 4.8. The total payment allocated to the Provider during a funding period will be reconciled within that funding period, reclaiming over payment or adjusting for under payment. Payment will be made at the end of each funding period.

	For children accessing in Summer 2021	For children accessing in Autumn 2021	For children accessing in Spring 2022
Headcount (actual) task available from	Week beg: 19 th April 2021	Week beg: 13 th September 2021	Week beg: 17 th January 2022
Headcount date Spring term only for Early Years Census			20 th January 2022
Headcount (actual) task submission date	30 th April 2021	24 th September 2021	28 th January 2022
Amendment task available	As requested by Provider	As requested by Provider	As requested by Provider
Amendment task submission date	6 th August 2021	26 th November 2021	TBC
Payment made	By last week of Summer 2021	By last week of Autumn 2021	By last week of Spring 2022

5. Early Years Pupil Premium (EYPP)

5.1. The Provider will ensure that they have identified the disadvantaged children in their setting as part of the process for checking EYPP eligibility. They will use EYPP to improve outcomes for this group. Providers will be able to claim the Early Years Pupil Premium in respect of their disadvantaged three- and four-year-old children. Please visit https://www.gov.uk/guidance/early-years-pupil-premium-guide-for-local-authorities for information on eligibility criteria. This is additional funding and does not form part of your base rate.

Parents, adoptive parents or guardians of children who are eligible because they have been adopted from local authority care, left care through a special guardianship or child arrangements order should show authorities' evidence of the court order that proves the child was formally in local authority care in England or Wales.

It is the responsibility of the local authority's Virtual School Head to identify the children who are currently in local authority care and they are responsible for managing the EYPP for these pupils.

6. Disability Access Fund (DAF)

6.1. Three and four year olds who are in receipt of Disability Living Allowance (DLA) and are accessing early education funding are eligible for the DAF. DAF is paid to the setting nominated by the parent on the Parent Declaration Form and is a fixed annual rate of £615 per eligible child. Once a parent has confirmed that their child is in receipt of DLA the Provider must contact the Council. The Provider must then take a copy of the child's award letter and return to us using the secure email system. Once the Council has verified eligibility they will process the payment and notification to the Provider.

7. Notice period for Early Education Funding

7.1. Parents will be required to give 4 weeks' written notice to the Provider when they no longer require Early Education Funding. This will apply to the two year old funding and the universal three and four year old funding. During this 4 week period parents may continue to use their funded hours with their current provider and may not access early education funding at another setting. In some exceptional circumstances, e.g. where a parent has to move area due to domestic abuse, the Council will work in partnership with the Provider to come to a resolution. See Schedule 2 Part A for information on funding for Grace Periods in relation to the Extended Entitlement.

8. Deposits

8.1. The Provider will not charge deposits for parents accessing only a funded early education place.

Part C - Early Education Funding - Payment Process 2021-22

Headcount (Forecast) task available to providers via the Provider Portal

To claim for Summer 2021 - 22nd to 26th February 2021

To claim for Autumn 2021 - 28th June to 2nd July 2021

To claim for Spring 2022 - 8th to 12th November 2021



Payments made to providers based on data received in Forecast task:

During first week of Summer 2021 funding period

During first week of Autumn 2021 funding period

During first week of Spring 2022 funding period



Headcount (Actual) task available to providers to confirm forecast data:

Summer 2021 - From 19th April 2021

Autumn 2021 - From 13th September 2021

Spring 2022 - From 17th January 2022

Spring Headcount date for Early Years Census - 20th January 2022



Headcount (Actual) task submitted by provider no later than:

Summer 2021 - 30th April 2021 Autumn 2021 - 24th September 2021 Spring 2022- 28th January 2022



Data input onto Capita ONE database by LA

A Headcount (Amendment) task is completed by providers for children joining or leaving a provision after the headcount submission date:

Returned for Summer 2021 - by 6th August 2021

Returned for Autumn 2021 - by 26th November 2021

Returned for Spring 2022 - by TBC



Data input onto Capita ONE database.

Payments processed by last week of each funding period

Schedule 3 - Procedure for registering a 'new provider' or increasing places

- The procedure for Private, Independent or Voluntary sector providers (including academies, childminders and childminder agencies) is outlined below. LA maintained schools will follow a process in consultation with the Council designated Commissioning Manager.
- 2. Before requesting to join the 'Local Directory' childminders will preferably be able to demonstrate that they have a relevant level 3 qualification or are working towards one.

New providers

- 3. Following an application for registration with Ofsted (or an exempt provider providing evidence of such exemption), an information pack will be sent out by the Early Education Funding Officer which includes a 'Local Directory Application Form'. The proposed provider will submit this, generating the following actions:
 - a. The Council's nominated representatives will contact the proposed provider to review their business planning, proposals for service delivery and compliance with the 'Early Education Funding (EEF) Provider Process, Systems and Compliance Review ' (Annex 6). All providers will be given 'temporary status' as free early education providers following their registration with Ofsted until their first full Ofsted inspection judgement.
 - b. Where the provider is judged 'good or outstanding' at their first full inspection their status as a provider of free early education funding for two, three and four year olds will be confirmed. Where the judgement is below 'good' the Council's nominated representative will contact the provider and agree an appropriate action plan, based on the recommendations of the Ofsted inspection. The 'temporary' status of the provider will be extended until either; the judgement is upgraded or the action plan is completed to the satisfaction of the Council's nominated representative. If a provider cannot rectify any failure to meet the required standards within the Period as specified by the Council as a rectification period, then the provider will be removed from the Council's 'Local Directory'.
 - c. The Council will only fund places for two-year-old children in 'satisfactory' or 'requires improvement' providers or with childminders registered with childminder agencies judged 'requires improvement' where there is not sufficient, accessible 'good' or 'outstanding' provision.

Existing providers

- 4. Following an application to the Council from a provider to join the 'Local Directory':
 - a. The Council's nominated representatives will contact the proposed provider to review their business planning, proposals for service delivery and compliance with the 'Early Education Funding (EEF) Provider Process, Systems and Compliance Review' (Annex 6).
 - b. Where the provider is judged 'good or outstanding' at their most recent inspection their status as a provider of free early education funding for two, three and four year olds will be confirmed. Where the judgement is below good the Council's nominated representative will contact the provider and agree an appropriate action plan, based on the recommendations of the Ofsted inspection. The provider will not be able to join the directory until either; the judgement is upgraded or the action plan is completed to the satisfaction of the Council's nominated representative. If a provider cannot rectify any failure to meet the required standards within the Period as specified by the Council as a rectification period, then the provider will be removed from the Council's 'Local Directory'.
 - c. The Council will only fund places for two-year-old children in 'satisfactory' or 'requires improvement' providers or with childminders registered with childminder agencies judged 'requires improvement' where there is not sufficient, accessible 'good' or 'outstanding' provision.

Additional expectations

All providers of free early education funding should ensure that staff have accessed the Portsmouth Integrated Working and Safeguarding Programme appropriate to their role.

SCHEDULE 4 - Complaints about the allocation/administration of the grant

1. In the event of a parent/carer, agency or childcare provider having cause of concern or a complaint regarding the allocation/administration or provision of the Grant, details must be put in writing to:

Early Education Funding Officer
Early Years and Childcare Service
Portsmouth City Council
Floor 3 Core 6
Civic Offices
Guildhall Square
Portsmouth
PO1 2EA

- 2. The Early Education Funding Officer will write to confirm receipt of concern/complaint and after conducting an investigation, will respond to the complainant within 10 working days*.
- 3. Should the complainant not be satisfied with the response then they should address their concern/complaint in writing to:

Early Years and Childcare Manager Early Years and Childcare Service Portsmouth City Council Floor 3 Core 6 Civic Offices Guildhall Square Portsmouth PO1 2EA

- 4. For Childcare Providers who have been advised that they will be removed from the 'Local Directory', a separate procedure has been set up to deal with objections and appeals. This is covered in Schedule 5.
 - * Please note that depending on the type of concern or complaint, further consultation may be required and therefore the length of time to respond to the concern/complaint may lengthen. In the event of this happening the complainant will be regularly updated with progress made in writing.

SCHEDULE 5 - Termination of funding, objections and appeals

Conditions leading to the removal or rejection from the 'Local Directory':

1. Background

- 1.1. Portsmouth City Council maintains a 'Local Directory' of all approved local providers eligible to receive funding in respect of funded early education places for eligible 2, 3 and 4 year old children.
- 1.2. In certain circumstances the Council may judge it necessary to remove or reject providers from its 'Local Directory'. This would in turn prevent excluded providers claiming funding for the provision of funded nursery education places.
- 1.3. Providers will not be excluded from the 'Local Directory' on the grounds that there is sufficient existing nursery education provision in the area where they wish to operate.
- 1.4. This process is considered a 'last resort' measure and will be pursued after all reasonable efforts to resolve any non-compliant arrangements have failed, or when it is necessary to move directly to this process in the interests of the welfare and safety of children.

2. Removal/Rejection Process

- 2.1. New or existing providers can be removed or rejected from the Council's 'Local Directory' if they fail to meet the Council's conditions of funding set out in the Local Provider Agreement.
- 2.2. Moreover, Portsmouth City Council reserves the right to remove or reject a provider from the 'Local Directory' if, in the opinion of the Council the provider withholds reasonable cooperation from the Council in delivering its statutory duties, or where on the advice of the inspectorate, their provision is judged inadequate.
- 2.3. Providers must demonstrate either that they meet the eligibility criteria to be included in the Portsmouth 'Local Directory' or are compliant with the terms and conditions of the grant to ensure the accountable and responsible use of funding.
- 2.4. The conditions of service are set out in Portsmouth City Council's Local Provider Agreement, and align with the Statutory Guidance for local authorities. If a provider ceases to meet the terms and conditions to receive free early education funding that have been set by Portsmouth City Council or withholds reasonable co-operation from the Council, it will be removed/rejected from the 'Local Directory' following consideration of this by the appropriate Directorate Management Team with the appropriate Cabinet Member being informed of any decision.
- 2.5. Any provider likely to be considered for removal or rejection from the 'Local Directory' will be informed in advance of this decision by way of written notice, outlining the reasons for the consideration of removal or rejection. Providers will normally have 10 working days from posting of that notice to make representations to the council before a final decision is taken. Following that final decision, providers may appeal against that decision as set out below.
- 2.6. The Council reserves the right to issue a final decision without prior notice where, in the view of the Council, to continue funding the setting would be unacceptable in the interests of child safety.
- 2.7. Removal from the Portsmouth 'Local Directory' can also be authorised by the Secretary of State for Education where an Ofsted inspector judges the education provision to be inadequate. In such cases the appeals procedure will be that of the Department of Education rather than that of Portsmouth City Council.
- 2.8. Following consideration of any representations received within 15 working days of the council giving notice of intention to remove a provider from the Portsmouth Directory, the provider will be notified in writing of any decision to reject or remove them from the 'Local Directory' by the Council's nominated director, stating the reasons for their removal from the Directory. Providers will have the right of appeal and will be sent the appeals procedure and relevant paperwork to appeal with the letter
- 2.9. A provider who is appealing against such a decision to remove them under the Portsmouth City Council's process will remain in the 'Local Directory' until the appeals process is complete and a notice of final decision issued.
- 2.10.Once a provider has been formally removed or rejected from the Directory, they will remain outside the 'Local Directory' until a decision is made to re-register them.

3. Appeals procedure for providers excluded from the directory

- 3.1. Any provider who has had written notification from Portsmouth City Council to remove them from the 'Local Directory', following a notice of intent and 15 working days representation period, or following an immediate decision in the interests of child safety, has the right of appeal.
- 3.2. Appeals must be made within 15 working days of posting the decision letter, in writing, using the form at Annex 1. All supporting written evidence to be relied on in support of any appeal should be included with the form.
- 3.3. Receipt of the appeal will be acknowledged in writing within 15 working days. This will include the date and time of the appeal hearing.
- 3.4. The City Council will invite the provider to attend the appeal hearing should they wish to do so. The appeal hearing will be convened no earlier than 5 working days and no later than 20 working days from receipt of the request for an appeal. The provider will be invited to bring someone to support them at the appeal hearing.
- 3.5. The members of the Appeal Panel will be as follows
 - Director or his/her nominee, who will act as the Chair of the appeals panel,
 - Appropriate member of Schools Forum or subsequent body
 - An independent representative, agreed by both the Council and the Provider
- 3.6. The Councils statement and evidence of case and the appeal papers submitted by the provider will be circulated to all those attending the appeal hearing 5 working days before the appeal hearing.
- 3.7. The hearing order will be as follows:
 - The Councils representative will present the Authority's case for removal of the provider to the panel
 - The provider will be invited to state their case against removal to the panel and to ask any questions of the Council representative on any matter relevant to their presentation in favour of removal
 - The Council representative will have an opportunity to 'sum up' their case.
 - The provider will have a final opportunity to 'sum up' their case
 - The Panel will retire to deliberate and consider their decision in private.
- 3.8. It should be noted that, at any time during the above process, the Panel may ask questions of the Council's representative and the provider. The Chair shall have the sole discretion to alter or reorder the hearing order set out above where it is expedient to do so, provided always that the process remains fair to both parties and complies with the rules of natural justice.
- 3.9. The Panel will notify all parties of the decision in writing within 5 working days of the appeal hearing.
- 3.10. Any provider dissatisfied with their treatment under this appeals procedure may write to the Local Authority Ombudsman following conclusion of the Appeals Procedure.

4. Guidelines for appeal

- 4.1. Portsmouth City Council and its officers will consider each appeal case on its merits and act consistently throughout. It is important that all appellants with broadly the same circumstances are treated in a consistent manner.
- 4.2. All appeals will be conducted having regard to the rules of natural justice, equalities legislation, and the Human Rights Act 1998.
- 4.3. For further copies of this document contact Portsmouth, Early Years and Childcare Service; Tel: 023 9284 1974 or email: eyfunding@portsmouthcc.gov.uk.

ANNEX 1 - OBJECTIONS AND APPEALS PROCEDURE FOR PROVIDERS

Appeal against Removal/Rejection from the Local Directory of Providers of Funded Early Education Places

I wish to appeal against the decision to remove:							
Name of Provider:							
Ofsted No of Provider:							
Address of Provider:							
from Portsmouth City Council's Local Directory of approved providers of free nursery education							
Reason for Appeal:							
Further written evidence submitted	Yes	No					
I wish to attend the appeal hearing	Yes						
I will be accompanied to the hearing	Yes	No					
Name of person accompanying:							
Position:							
Organisation:							
From (Name in full):							
Signed:		Date:					
Position:							
Contact Address:		Contact Telephone:					
Contact Email:							
For office use only:							
Date received:							
Name:		Designation:					

PARENTAL DECLARATION FORM EARLY EDUCATION FUNDING FOR TWO, THREE AND FOUR YEAR OLDS



PART 1 - CHILD DETAILS																	
Legal Fi	rst Name	e			Middle Names (s)												
Legal Last Name		Preferred Last Name															
Address		Dat	e of Bir	:h (DD /	MM/YY	YY)	Π	/	Π	/	Π	T					
						0	l /s e									_	
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Post Co	de						,	Ethnic									
							(see co	odes bel	ow)								
AOTH ABAN	Any Other Asian Bangladeshi	Background	BOTH	Any C		ack Back	ground		OOTI				Ethni	c Gro	up		
AIND	Indian		MWBA	White	e / Black African WO1				WOT	Н	Refused Any Other White Background						
APKN ASRO	Pakistani Sri Lankan Othe	er	MOTH MWAS		ther Mi	ixed Back	ground		WBR	WBRI British WIRI Irish							
BCRB	Black Caribbear		MWBC	White	/ Black	Caribbe			WIRT	WIRT Traveller - Irish Heritage							
BAFR	African	ahildran alair	NOBT			Not Obtair			WRO	IVI	Rom	ia / Ro	oma G	ypsy			
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PART 2	2 - CLAIM DE	TAILS															
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						(if ap	plicable)									
Number	of Universal h	ours being clai	med per v	week		Num	oer of	Unive	sal ho	urs t	peing	g clai	med	per v	wee	k	
Number	of Extended h	ours being clai	imed ner v	week		∟ Num	her o	f Evten	ded h	oure	hein	a cla	imed	l ner	WA	≥ k	H
Number	Number of Extended hours being claimed per week Number of Extended hours being claimed per week																
Term Ti	me (38wks)	Stretched F	Place (up to	52wks))	Term	Time	(38wk	s)	Stı	retch	ed F	Place	(up to	52v	vks)	
If your o	child has just	transferred fr	om anoth	er Pro	ovide	r and w	as ac	cessir	g fun	ded	hou	rs pl	ease	con	nple	ete:	
Childcar	re Provider				7	Γerm Ti	ne (38	wks)		Stretc	hed	Plac	e (up	to 52	2wks	s)	
Number	of Universal E	arly Education	hours cla	imed _l	per we	eek (ma	x 15)										
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Has your child left local authority care through adoption, or subject to a residence order or special guardianship order? Yes No (If yes, you will need to provide a copy of the relevant court order)																	
	ILY INCOME									-	ar a	nd/o	r are	vou	in re	eceir	ot of
benefits			,	,		,			,	, -				,			
Yes No Parent does not wish to disclose																	
Only complete this section if you have answered YES to Q1 or Q2. Please complete the following information for the main benefit holder so that we can check eligibility.																	
PARENT/GUARDIAN DETAILS																	
Name: Date of Birth																	
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Nationa	Il Insurance N	umber								<u> </u>							
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PART 4 - Disability Access Fund (DAF)						
Three and four year olds who are in receipt of Disability Living Allowance (DLA) and are accessing early education funding are eligible for the DAF. DAF paid to the child's setting as a fixed annual rate of £615 per eligible child.						
Please tick if your child is eligible and in receipt of DLA.						
(If yes, you will need to provide a copy of the DLA award letter to your provider)	_					
If your child is sharing their entitlement across two or more providers, please nominate the main setting where						
the local authority should pay the DAF.						
Provider to contact the Local Authority to process the claim for DAF						

PART 5 - PARENTAL CONSENT AND DECLARATION (please read all information before signing)

I declare that:

- I am the parent/legal guardian of the child named on this form
- The above detailed information relating to my child is complete and accurate
- I have provided evidence of the identity and date of birth of my child and proof of address to the setting (i.e. copy of birth certificate, utility bill)
- I understand the criteria in order for my child to be eligible for Early Education funding, Disability Access Fund (DAF) and Early Years Pupil Premium (EYPP)
- I consent to the information I have provided being passed to Portsmouth City Council to enable entitlement to the EYPP and/or DAF to be verified and shared with my provider
- I consent to the information I have provided being passed to Portsmouth City Council to enable confirmation and future notifications on the validity of my 30 hours eligibility code and shared with my provider
- I am not claiming more than the funded hours my child is entitled to (two year old funding, universal 15 or extended 30 with a valid eligibility code)
- I understand that it is my responsibility to re-validate my 30 hours eligibility every three months
- I understand that I will be liable to repay, in full, any grant paid by the council if hours claimed exceed more than the maximum entitlement for the term, or I claim funded hours after my grace period ends.
- I must inform my Childcare Provider(s) of any changes to the provision my child takes
- I will give 4 weeks' written notice to my provider if I no longer require my early education funded hours
- I declare that whilst the notice period is in force my child will not access funded hours at another provision
- My child is not attending school in a Year R place

Funding Period:		
Print Parent/Carer Name:		
Parent/Carer Signature:		
Provider Signature:		
Date:		

Portsmouth City Council will process your personal information in accordance with the Data Protection Act 1998. The personal details provided by you will be held within a system/database, and where the law allows, may be shared with other departments within the council to update the details they hold about you and provide new and improved services.

The information you submitted about yourself as part of this application helps us to confirm your eligibility for funding and for audit purposes. This will be kept until the end of the current financial year and for a further 6 years after that. You have the right to request your information be deleted; however this may affect your eligibility for the funding should it be awarded. Your child's details will be kept for so long as they are a 'pupil' within the Portsmouth Local Authority Area.

The council may also be required to disclose personal information to other Local Authority departments and third parties (such as the police, Audit Commission, Department for Work and Pensions or Department of Education) for the purposes of preventing or detecting crime, fraud or apprehending or prosecuting offenders. To let you know how your information will be used please read the following links:

https://www.portsmouth.gov.uk/ext/the-council/freedom-of-information.aspx

https://www.portsmouth.gov.uk/ext/the-council/data-protection.aspx

https://www.portsmouth.gov.uk/ext/documents-external/sch-privacy-notice-localauthority.pdf

https://www.portsmouth.gov.uk/ext/the-council/cookie-policy.aspx

ANNEX 3 - SAMPLE ADMISSION POLICY FOR FUNDED EARLY EDUCATION

This document is designed to provide some guidance on what to include in an admissions policy. The details contained in this policy were correct at the time of writing (April 2019). It is not a document to 'cut and paste' and should be tailored specifically to your setting. You may find that some aspects of this document are too detailed for your setting and that others require more information.

When using this guidance you should:

- Check which parts are relevant to your setting, environment and management structure
- Check that the parts you use are up to date
- Ensure that all correct contacts are included for your setting
- Ensure that the policy is dated and a review date is noted
- The final policy should be signed by the senior person in your organisation

[insert setting name] is open [provide details of opening hours, number of hours a week, term time or year round, how many weeks per year]

[insert setting name] offers two year old funded places, three & four year old universal (15 hours) places and three & four year old extended (15 hours) places to eligible children, where places are available. We are also in receipt of Early Years Pupil Premium and Disability Access Fund for eligible children.

[insert setting name] offers the following pattern of provision for early education funded places:

Add your own pattern of offer for early education funded places e.g.:

- Up to 15 hours per week two year old funding over 38 weeks
- Up to 15 hours per week three & four year old universal funding over 38 weeks.
 Plus, (if eligible), an additional 15 hours per week three & four year old extended funding over 38 weeks

Or 'Stretched'

- Up to 11 hours per week two year old funding over 51 weeks
- Up to 11 hours per week three & four year old universal funding over 51 weeks.
 Plus, (if eligible), an additional 11 hours per week three & four year old extended funding over 51 weeks

And

This can be taken between XX:XXam and XX:XXpm on these days XXXXX

Early Education Funding

[insert setting name] welcomes children in receipt of Two Year Funding, the Universal funding for three and four year olds and the extended entitlement (30 hours) for three and four year olds. Full details of these schemes and eligibility is available on request or online at https://www.portsmouth.gov.uk/ext/learning-and-schools/pre-school/childcare-guide.aspx

A child will be entitled to the additional funded hours from the term after both of the following conditions are satisfied: (1) the child has reached the age of three; (2) the child's parent has a current valid eligibility code from HMRC. Example: If a parent applies for and receives confirmation of eligibility from HMRC after 1 April, 1 September, 1 December the child will be entitled to start their additional 15 hours from the beginning of the following term. This will not affect their access to the universal 15 hours entitlement.

You must go online to reconfirm details at the end of each funding period (you will receive an email from HMRC prompting you to do this).

If you are no longer eligible for the extended funding you will fall into a 'Grace Period'. This is a short period of time to give you the opportunity to find work or reconfirm eligibility.

[insert setting name] will inform you of the end of your grace period date. This is when the funding for the extended hours will end. You will continue to be entitled for your 15 hours universal funding.

[insert setting name] will make arrangements with you regarding ending or you making alternative payments for your extended 15 hours.

Contact HMRC regarding any queries or appeals on 0300 123 4097 as [insert setting name] and the local authority are unable to answer any queries relating to the online application system.

Parent declaration for early education funded places

You must complete a Parent Declaration Form every term to enable us to claim all early education funding your child is entitled to. You must complete this information and return to (Insert name of relevant person) to secure your child's funded place for the following term.

Information you provide on this form will enable us to access any additional funding that your child may be eligible for, such as Early Years Pupil Premium (EYPP) and Disability Access Fund (DAF). For further information go to https://www.portsmouth.gov.uk/ext/documents-external/edu-early-years-pupil-premium-disability-access-fund.pdf

Registering your place at [insert setting name]

To apply for a place at [insert setting name] you must complete and return your application form to [insert name of relevant person].

You must provide original copies of documentation to confirm that your child has reached the eligible age for all early education funded places. For example, birth certificate or passport.

You must provide original copies of documentation to confirm that your child is eligible for two year old funding (voucher) or three & four year old extended funding (eligibility code).

[insert setting name] will retain paper or digital copies of documentation to enable the local authority to carry out audits and fraud investigations.

You must indicate on your application form the pattern of attendance you would prefer

Waiting list

If there are not enough places available for all applicants we will allocate places in the following priority order:

- In order of date application received (starting from the earliest).
- Children who have a sibling at the setting.
- Children who will have their fourth birthday during the academic year for which they are applying to school and would only have the opportunity to benefit from three terms of nursery education.
- Looked After Children (children in public care and as deemed under Section of the Children Act 1989)
- Children who have exceptional medical or social grounds.*
- Children who live nearest to the setting measured as the crow flies i.e. in a straight line from the centre of the home residence to the main entrance of [insert setting name].

*You must provide written evidence from relevant registered professionals i.e. a doctor or social worker. The evidence must demonstrate why our setting is more appropriate and what difficulties would be caused if your child were to travel to and attend alternative settings.

The waiting list will be maintained by [insert name of relevant person].

Shared Care

If we are unable to offer you a place for all your entitled funded hours you may wish to share your early education funding with another local provider. We work in partnership with the following providers to enable eligible children to access their full entitlement with planned transitions:

[insert names of local providers or signpost parents/carers to family information service email FIS@portsmouthcc.gov.uk]

Deposit

No deposit is charged to secure your child's place where you are only using funded hours. Should you choose to access additional paid hours, we may charge a deposit of XXXX to secure your child's place.

Notice Periods

Parents are required to give a 4 week notice period for any funded and paid hours when deciding to withdraw their child from [insert setting name] and will be invoiced for this period in the usual way.

Top-up Fee

[insert setting name] will not charge parents 'top-up' fees (the difference between our usual fee and the funding we receive from the local authority to deliver funded places) or require parents to pay a registration fee as a condition of taking up their child's funded place.

Optional additional hours

If you require any additional hours these may be purchased in line with our fees policy where places are available.

Additional Voluntary charges

[insert setting name] provides healthy and nutritious snacks and meals at an affordable price. Please see our fees policy for further details. If you do not wish to purchase any meals or snacks you must supply these for your child in line with our healthy eating policy.

[insert details of any other voluntary charges for uniform, nappies, sun cream, trips, services, consumables etc.]

Invoices

[insert setting name] will ensure that invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their funded entitlement completely free of charge and understand fees paid for additional hours.

Complaints

If you feel that the admissions criteria stated above have not been fairly applied to your child then you may register a complaint with [Insert name and role of relevant person] using the normal complaints procedure.

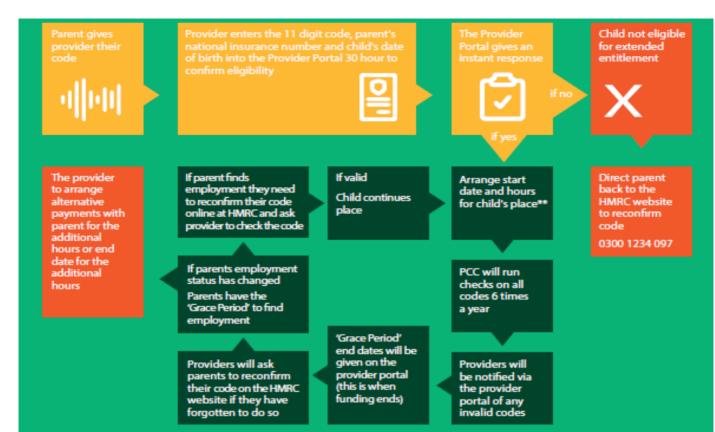
Review

This policy will be reviewed annually by [Insert name and role of relevant person]

Date policy approved by: [Insert name and role of relevant person]

Signed by:

ANNEX 4 - Provider flow chart for extended hours



Provider Information 30 hours

- The childcare provider must ensure the parent has completed a parent declaration form to give permission to run an eligibility check.
- The provider will input the 11 digit eligibility code, the child's date of birth and the parent's national insurance number on the provider portal, to check and confirm eligibility.
- Providers can then arrange a start date for the child.
- Please note:- the funding for the extended entitlement starts the term after parents receive an eligibility code, i.e. 1st April, 1st September and 1st January. This may be different from the start date for the child's universal 15 hours funding, depending when parents become eligible
 For example a child who becomes 3 in December will be able to start universal hours on 1st January. If the parents apply and become eligible for 30hours (extended entitlement) on the 4th January, the child cannot start extended entitlement hours until 1st April
- Parents do not need to give you this code each time they reconfirm.

- PCC will carry out periodic checks throughout the year (6 times a year) on all of the codes to check eligibility.
- If a parent no longer meets the criteria, for example if they lose their job or fail to reconfirm their eligibility, PCC will inform providers of this.
- If parents are no longer eligible you will receive a message in the provider portal and for a short period of time the child will be in 'Grace Period'. This gives parents an opportunity to find work or reconfirm eligibility.
- PCC and provider portal will give you end dates for the grace period and funding.
- Providers will need to discuss with parents this end of funding date for the extended entitlement.
- Parents may agree to pay for the additional hours or reduce the hours they take with you.
- Parents will need to contact HMRC regarding any queries about eligibility on 0300 1234 097
- Parents must apply online for the 30 hours funding for the Autumn Term via this website www.childcarechoices.gov.uk

ANNEX 5 - Early Years Pupil Premium (EYPP) and Disability Access Fund (DAF), Parent information

Three and four year olds will be eligible for EYPP if the child receives the universal 15 hours entitlement and they meet any of the following criteria:

Their family gets one of the following:

- Income Support
- Income-based Jobseekers Allowance
- Universal Credit
- Income-related Employment and Support Allowance
- Support under Part VI of the Immigration and Asylum Act 1999
- the guaranteed element of State Pension Credit
- Child Tax Credit (provided you're not also entitled to Working Tax Credit and have an annual gross income of no more than £16,190)
- Working Tax Credit run -on, which is paid for 4 weeks after they stop qualifying for Working Tax Credit

They are currently being looked after by a local authority in England or Wales

- They have left care in England or Wales through:
- An adoption order
- A special quardianship order
- A child arrangements order

Registering could result in extra funding for your child's early years provider

Registering could provide up to an extra £300 for your child's nursery, pre-school or childminder to fund valuable support that could include; extra training or resources to help raise the quality of your child's early education.

Disability Access Fund

From April 2017 the Government has introduced a new funding measure for early years providers, the Disability Access Fund (DAF), to support children with disabilities. The DAF aids access to early years places by, for example, supporting providers in making reasonable adjustments to their settings and/or helping with building capacity (be that for the child in question or for the benefit of children as a whole attending the setting).

Eligibility for Disability Access Fund (DAF)

3 and 4 year olds will be eligible for the DAF if they meet the following criteria:

- the child is in receipt of child disability living allowance (DLA) and;
- the child receives free early education.

Note: 4 year olds in primary school reception classes are not eligible for DAF. Children become eligible for free early education at different points in the year depending on when they turn 3.

Entitlement

- The settings of eligible children will be entitled to receive a one-off payment of £615 per year. The DAF is not based on an hourly rate and is an additional entitlement.
- Children do not have to take up the full 570 hours of early education they are entitled to in order to receive the DAF. Children in receipt of the DAF will be eligible where they take-up any period of free entitlement.

Thank you for completing the parental declaration form and helping to make sure your child's early years provider is as well funded as possible

We are committed to ensuring that the personal and sensitive information that we hold about you is protected and kept safe and secure, and we have measures in place to prevent the loss, misuse or alteration of your personal information. For further information on this please visit www.portsmouth.gov.uk

We will use the information you provide to assess entitlement to the EYPP and/or the DAF.



ANNEX 6 - Early Education Funding (EEF) Provider Process, Systems and Compliance Review

Early Years Setting: Officers undertaking review:	DFE EEF Unique Reference Number:	Date of Review:
Section 1 - Provider Details		
1.1 Name of early education funding contact:	1.2 Who completes the Fo	recast & Headcount tasks:
1.3 Who completes the annual census forms:	1.4 Who is responsible for	financial matters in the organisation:
1.5 Do you accept the following types of funding □ Two year old □ Universal 3 / 4 year old □ Extended 3 / 4 year old	□ Term time only (over □ Stretched (over	weeks/year)

Section 2 - Pre-Visit Assessment

Grant Payments Reviewing officers to complete the following template prior to the review taking place.

	Autumn 2021	Spring 2022	Summer 2022	Total
No. claiming at headcount				
No. Adjustments made				
Forecast amount paid				
Adjustment paid				
Total amount paid				
Amount due at headcount				
Adjustment amount due				
Total EEF payment due				
Variance				
Additional comments/action to be	raised with the provider:	1	1	

Headcount Task

Officers to randomly select completed headcount task submitted by the provider in the last year and complete the following information. This information will then be used to check against the provider's own records. The individual form should also be taken to assist with checking individual children's details against the provider's records.

2 year old funding - term

Child's name	DOB	Hours claimed for term	Stretched (Y/N)	Registration form	Birth certificate	Hours tally with declaration	Signature check	Proof of address	Register checks	Eligibility for funding confirmed	Comments

Autumn term [2021]

Child's name	DOB	Hours claimed for term	Stretched (Y/N)	Registration form	Birth certificate	Hours tally with declaration	Signature check	Proof of address	Register checks	Eligibility for funding confirmed	Comments

Spring term [2022]

Child's name	DOB	Hours claimed for term	Stretched (Y/N)	Registration form	Birth certificate	Hours tally with declaration	Signature check	Proof of address	Register checks	Eligibility for funding confirmed	Comments

Summer term [2022]

Child's name	DOB	Hours claimed for term	Stretched (Y/N)	Registration form	Birth certificate	Hours tally with declaration	Signature check	Proof of address	Register checks	Eligibility for funding confirmed	Comments

Adjustments - term

Child's name	DOB	Hours claimed for term	Stretched (Y/N)	Registration form	Birth certificate	Hours tally with declaration	Signature check	Proof of address	Register checks	Eligibility for funding confirmed	Comments

Summary

Date of Headcount selected	Term selected	
No. of 2, 3 and 4 years claimed for	Total No. of hours	

Comments:
Additional funding (e.g. EYPP, DAF, Inclusion Fund):
If provider has been awarded any of this additional funding are they clear on whom the funding relates to and what it is to be used for?
Register checks against claim forms:

Section 3 - Provider Knowledge

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
1.	н	Does the provider have a signed copy of Local Provider Agreement on site and/or on premises?				
		Request to see its existence.				
2.	Н	Confirm the identity of the person who is responsible for providing the management and administration of early education funding.				
3.	Н	Do they understand conditions of the agreement sufficiently enough to implement them?				
		Are you aware of the statutory early education funding entitlement a child is able to access per week (for 2, 3 & 4 year olds)?				
4.		 TEST: How many hours / weeks funding is a parent allowed to access? 2 year old, universal 3 and 4 year old entitlement, additional 3 and 4 year old entitlement Are any conditions placed upon entry? Do you charge a deposit? When is a child eligible to receive funding? 2 year old, universal 3 and 4 year old entitlement, extended entitlement for 3 and 4 year olds What are the eligibility criteria for 2 year old funding? What are the eligibility criteria for the extended entitlement for 3 and 4 year olds? 				
5.		 How can parents access funded childcare in your setting? Do you cap the number of places offered solely for funded children? If yes how many places for you offer for 2 year olds, 3 and 4 year olds? Do you limit the hours when funding can be used? If so please state. 				

Section 4 - Record Keeping and EEF Claims

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		Are children's registration records held securely?				-
6.	Н	 Do they identify individuals, dates of birth and attendance? Is there evidence of suitable identification documents retained (proof of age and address e.g. Birth Certification, Passport, NHS Health Card)? 				
7.	н	Is there a trail from registration records to registers to headcount?				
•		Based on the Headcount task reviewed in the pre-assessment check, compare Council records with provider records for individual children TEST: • Take a sample of 10% on the Headcount task or a minimum of 5 children's details and check against names on the register.				
8.		Check that they have not exceeded the maximum number of hours.				
		 Check that the number corresponds to the hours claimed on the headcount. Check that parent has paid for no excess by way of invoice raised for the hours (apart from additional care requested by the parent). 				
		TEST:				
		Does the appropriate person with parental responsibility sign the Council's specified 'Parental Declaration Form' to confirm use of the service for the period claimed for? • Note that the child was eligible for the early education funding				
^		claimed for.				
9.	Н	Note that parent/carer has signed the 'Parental Declaration Form'.				
		 Note and compare signature with any official documents with parent's signature. 				
		Do you record sample signatures of both parents (if applicable)?				
		Comment on findings.				
10.		Eligible child joining the provider after the relevant Headcount task has closed. TEST:				

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		Check the details of children joining after the Headcount task has closed				
		Check the register for date the child joined.				
		Do providers inform the Council when a child ceases to attend their establishment?				
11.		TEST:				
		What happens when a child leaves the setting?				
		Notice period for funded only children?				

Section 5 - Policies and Procedures

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
12.	н	 Indemnity Insurance (NB: To be kept for 40 years) Confirm the existence of the Employers and Public Liability Insurance. Is it displayed? Certificate seen? Certificate current? 				
13.	н	 Do you have valid and adequate indemnity insurance? TEST: Check for the existence of indemnity insurance. Note that it is current by date. Note address and employer's name. Note that the sum assured provides adequate coverage against any loss, injuries or other liability i.e. £10,000,000 for Public Liability and minimum £5,000,000 for Employers Liability. Note inclusion of excess in the insurance. Confirm receipts for premiums are valid and genuine. 				

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		Policies on: Admissions and Charging.				
		TEST:				
		 Does the admissions / charging policy clearly state that no top-up fees will be charged for early education funded hours? 				
		 Does the admissions policy clearly state that there are no conditions attached to children attending only early education funded hours. 				
14.		 Does the admissions policy clearly state the ways in which funding can be accessed in your setting e.g. any sessions, stretched offer? 				
		 If the setting caps the number of places for funded only children is this reflected in the policy? 				
		Where the provider offers the extended entitlement:				
		 a) Is this reflected in the policy? b) Does the policy clearly reflect the application process / requirement for parents to renew eligibility? c) Does the policy include information about grace periods and what action the setting will take when the period has ended? 				
		Do staff have the required level of qualification and experience?				
45		TEST:				
15.		Select a sample of 2 staff records and/or check key staff record for evidence of a copy of qualifications and experience on file.				

Section 6 - Financial Arrangements

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
16.	н	 Are you aware that the funding for the provision of early education is to be used to support the delivery of these specific hours? TEST: Ensure register clearly indicates which children are eligible for 2, 3 and 4 year early education funding. Note that expenditure is categorised. Ensure invoices and other accounting records pertaining to early education funding exist and can be accounted for by matching order to invoice and payment made. 				

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		Comment on validity.				
17.		Are there adequate financial management arrangements in place to ensure accountability for funds?				
18.		What are the arrangements for making expenditure (i.e. sole trader, management committee)?				
		Is there a bank account dedicated solely to the provider?				
19.	Н	Is the account dual-signatory (unless provider is a sole trader)				
		Is the funding paid into this account?				
		(If applicable) Are any cheque books securely held?				
20	н	Who holds them / where are they stored?				
20.	П	Who can sign cheques?				
		Are any cheques pre-signed?				
		(If applicable) Is there a petty cash float?				
		What is it used for?				
		How is it authorised?				
21.	н	What are the systems for record keeping?				
۷۱.		Who is responsible for it?				
		What is the amount?				
		Is it held securely?				
		Are there systems to replenish it on a regular basis?				
		How do parents pay fees?				
		What are the systems for recording fees?				
		Do you receive any cash / cheque payments? If so;				
		Who receives income (fees etc.)?				
22.	н	Are receipts given to parents and if so when?				
22.	''	Are invoices clear, transparent and itemised?				
		Do you have a debt policy, how do you manage debt?				
		TEST:				
		What do you do when a parent cannot pay?				
		Is there a limit?				

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		How do you record it?				
		 Does your policy accurately reflect the steps taken in the event of non-payment of fees and the trigger amount/timescales? 				
		PURCHASE ORDERS FOR EEF RESOURCES				
23.		What are your systems for purchasing?				
		Comment on findings				
		PAYMENT OF INVOICES FOR EEF RESOURCES				
		How are purchases that relate to this funding paid for?				
		TEST:				
		Select 2 samples of purchases that have already been paid for.				
		Note evidence for request to pay.				
24.		Visibly check validity of the payment method.				
		Match invoice/receipts to order raised previously.				
		If paid by cheque / BACS, match payment to cheque raised and issued.				
		Note any statement from suppliers (if any).				
		BANKING - PAYING IN				
		What systems do you have in place for banking and storing money?				
		TEST:				
25.		 Are cash and cheques checked by another person independent of the person who prepared it? 				
		 Are there records which link fees taken by staff, the amount of petty cash kept on site and the banking of money? 				
		SAFE STORAGE/CUSTODY OF MONEY (cash, cheque book, near money)				
26.		Ensure that adequate protection and safeguard is given to all monies on the premises.				
-		Check that there is a procedure for safe keeping of cash and cheques/ cheque books on site.				
		Check for the existence of a safe or a similar lockable equipment on				

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		the premises - note that it is locked at time of visit.				
		That known people are entrusted with the key.				
		 That records exist to inform of anyone else who has had access at any given day and time. 				
		That money is checked and witnessed by another person at any close of work.				
		Limit to the amount of cash on the premises at any time exist				
		Check that insurance covers money and other losses on the premises.				
		SALARIES/WAGES PAYMENTS				
		Salaries and wages paid to staff are properly coded to accounts and accounted for, deductions and adjustments accurately performed and reflected in the accounts. Ensure that:				
		Payroll accounts exist				
27.		BACS payments to staff can be clearly accounted for on bank statements				
		Statutory payments/deductions are made (e.g. NI, Maternity Pay)				
		Have the setting registered with the Inland Revenue?				
		All Returns are timely and within statutory deadlines.				
		FINANCIAL ACCOUNTS/STATEMENTS				
		Providers have properly prepared and audited (if appropriate) yearly final accounts for EEF operations.				
20		Request for a copy of your most recent full year final accounts.				
28.		Who prepares the accounts?				
		Note year of accounts and if final version				
		Check if accounts have been filed with the relevant bodies i.e. Charities Commission.				

Section 7 - Information for Parents

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
		 Does the admissions policy clearly include a statement to inform parents of their entitlement to early education funding and how this can be accessed in the setting? 				
29.	н	 Are parents made aware of how funding can be accessed when they first access the setting (even if their child will not access funding immediately)? 				
		 If offering the extended 3 and 4 year old entitlement - how do you share information with parents regarding the application process, start dates and grace periods / what happens when the grace period has ended? 				

Section 8 - Quality and inspection

No	Risk	Question	Yes	No	Evidence / Comment	Collated By
29.	Н	(If applicable) Is the provider's most recent inspection report easily available to parents?				
		(If applicable) Is the provider's most recent inspection judgment 'good or better'?				
30.	Н	Where it is not, is there an appropriate action plan in place with clear milestones for improvement?				

Section 9 - Reviewing Officer Summary and Comments						
	COMMENTS:					

Section 10 - Managers Independent Review

Date completed report reviewed	Name of manager undertaking review	Comments