



## Provider Agreement: free early years provision and childcare

This Provider Agreement is made between **Peterborough City Council** of Sand Martin House, Bittern Way, Peterborough, PE2 8TY (“**the Council**”) and the provider as named on the Annual Provider Form (“**the Provider**”) for the provision of free early education and childcare.

The parties hereby agree that the terms and responsibilities outlined in this document (including the appendices) shall be binding upon both parties.

This Provider Agreement consists of these terms and conditions (including the appendices), the Statutory Guidance Early Education and Childcare (as amended from time to time) [Early education and childcare \(valid from 1 April 2026\) - GOV.UK](#) and the Annual Provider Form signed by the Provider.

This Provider Agreement will apply to the Provider for the delivery of:

- 1) for 2-year-olds in families receiving additional forms of support (Early Learning for 2-year-olds): 15 hours a week across 38 weeks of the year (570 hours a year)
- 2) for all 3- and 4-year-olds (universal entitlement): 15 hours a week across 38 weeks of the year (570 hours a year)
- 3) for children aged from 9 months to 4-year-old of eligible working parents: 30 hours a week across 38 weeks of the year (1,140 hours per year). For children aged 2 to 4 years old, this can be combined with either of the above entitlements to a maximum of 30 hours.

If the Annual Provider Form is not signed and returned to the Council, there is no binding agreement meaning the Council is NOT required to fund the Provider for the provision of early education and childcare.

### 1. Duration

- 1.1 This Provider Agreement supersedes all previous agreements and shall commence on the 1<sup>st</sup> April 2026 or date the Council receives the signed Annual Provider Form from the Provider (which ever occurs the later) and shall continue until the 31<sup>st</sup> March 2027 unless terminated earlier in accordance with this Provider Agreement.
- 1.2 This Provider Agreement shall automatically renew on the 1<sup>st</sup> April 2027 for a period of twelve (12) months provided always that the Provider signs and returns the Annual Provider Form prior to the 1<sup>st</sup> April, each year.

### 2. Legislation

The following frameworks and Law (as amended from time to time) underpin this Provider Agreement and the parties agree to adhere to the following in the delivery of early education and childcare:

- [Early education and childcare \(valid from 1 April 2026\) - GOV.UK](#) (Statutory Guidance)
- [Early years entitlements: local authority funding operational guide 2026 to 2027 - GOV.UK](#) (Guidance)
- [Childcare Act 2006](#)
- [Childcare Act 2016](#)
- [Children and Families Act 2014](#)
- [Equality Act 2010](#)
- [School admissions code 2021 \(GOV.UK\)](#)
- [The School and Early Years Finance \(England\) Regulations 2026](#)
- [Early years foundation stage statutory framework for childminders](#)
- [EYFS statutory framework for group and school-based providers](#)
- [Local Authority \(Duty to Secure Early Years Provision Free of Charge\) Regulations 2014](#)
- [The Childcare \(Free of Charge for Working Parents\) \(England\) Regulations 2022](#)
- [Special educational needs and disability \(SEND\) code of practice 0 to 25 years 2015](#)
- [Working together to safeguard children 2026](#) (Statutory Guidance)
- [Data Protection Act 2018](#)
- [Local Authority Social Services and National Health Service Complaints \(England\) Regulations 2009](#)

### **3. Key Council responsibilities**

The Council agrees that it:

- 3.1 must secure a free place for every eligible child in Peterborough with no mandatory charges for parents.
- 3.2 will work in partnership with early years education providers in Peterborough to agree how to deliver places.
- 3.3 shall be clear about their role and the support on offer, locally, to meet the needs of children with special educational needs and/or disabilities (SEND) as well as giving clear expectations of early years education providers.
- 3.4 will contribute to the safeguarding and promote the welfare of children and young people in the area of Peterborough.
- 3.5 reserves the right to unilaterally vary this Provider Agreement, upon giving the Provider reasonable written notice, to reflect changes in Law and guidance from the Department for Education as amended from time to time, as set out above at clause 2.
- 3.6 will produce the outputs and achieve the outcomes as detailed in Appendix 3.

### **4. Key Provider responsibilities**

The Provider agrees that it:

- 4.1 will comply with all relevant Law (as detailed in clause 2 as amended from time to time).
- 4.2 will deliver the free entitlements consistently to all parents, whether in receipt of fifteen (15) or thirty (30) hours and regardless of whether they opt to pay for optional services or consumables. This means those children accessing the free entitlements must receive the same quality and access to provision as defined in A1.34 and A1.36 of the [Early Education and Childcare statutory guidance for local authorities](#). The Provider shall be clear and communicate to parents details about the days and times that they offer free places, along with their optional services and charges.

- 4.3 will follow the [Early Years Foundation Stage \(EYFS\) statutory framework](#) and have clear safeguarding policies and procedures in place that link to the Council's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- 4.4 will have arrangements in place to support children with special educational needs and disabilities (SEND). These arrangements will include a clear approach to identifying and responding to SEND. The Provider will utilise the Special Educational Needs (SEN) Inclusion Fund and Disability Access Fund (DAF) to deliver effective support, whilst making information available about their SEND offer to parents.
- 4.5 will have regular Ofsted inspections. Where the Provider is a childminder registered with an agency, the Provider will ensure allow regular quality assurance visits. Ofsted are the sole benchmark of quality and the Provider agrees it will not refuse or obstruct Ofsted inspections and acknowledges that the Council must ensure the Provider is of an appropriate quality. Therefore, the Council will review the Provider's position and may terminate this Provider Agreement if appropriate.
- 4.6 will notify the Council of any changes, without delay, to the details given on the Annual Provider Form; such details may include names, addresses, email addresses, bank details, telephone numbers, changes of age range, change of management etc. The Provider agrees to inform the Council, without delay, in writing of any long term or permanent closure or if the Provider purchases or sell their business within a funding period.
- 4.7 will, for the duration of this Provider Agreement (including any extension periods), take out and maintain adequate insurance.
- 4.8 will produce the outputs and achieve the outcomes as detailed in Appendix 3.

## 5. Safeguarding

- 5.1 The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in the area of Peterborough. The Council has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the '[Working together to safeguard children](#)' statutory guidance sets these out in detail.
- 5.2 The Provider agrees it must follow the [Early Years Foundation Stage \(EYFS\) statutory framework](#) and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The Provider must take into account and adhere to the statutory guidance [Working Together to Safeguard Children](#) statutory guidance (as amended from time to time). All schools are required to have due regard to the statutory guidance [Keeping Children Safe in Education](#) and the Provider will follow this guidance.
- 5.3 The Provider is required to fully engage with local safeguarding partnerships.
- 5.4 In line with the Provider's safeguarding children policy and procedures, if an allegation is made against the owner, manager or any other employee or volunteer of the Provider's setting (including committee members, governors, office, kitchen, cleaning, maintenance staff) whether paid or unpaid, this Provider Agreement may be terminated and funding for the early years funded entitlement may be withdrawn by the Council. This is dependent on the outcome of the investigation into the allegation, and whether the Provider's setting has breached the conditions of this Provider Agreement. The Provider must comply with the advice of the Council's Local Authority Designated Officer (LADO) and follow the Council's process at [Safeguarding children | Peterborough City Council](#). In addition the Provider must follow and adhere to any

compliance and welfare notices issued by Ofsted. The Provider must inform the Council of any action taken to safeguard the children in their care.

- 5.5 If the Provider fails to comply, the Council may terminate this Provider Agreement and withdraw funding.

## **6. Special educational needs and disabilities**

- 6.1 The Council strategically plans to support children with SEND to meet the needs of all children in our area as explained in the [Special Educational Needs and Disability \(SEND\) code of practice: 0 to 25 years](#), and ensures that the entitlements are delivered to children with SEND free of charge with no mandatory additional costs attached to their entitlement hours.
- 6.2 The Council is clear and transparent about the support on offer in our area, through our local offer [SEND Information Hub \(Local Offer\) | Peterborough City Council](#), so parents and providers can access that support.
- 6.3 The Provider agrees it must be aware of the requirement placed on them to have regard to the SEND Code of Practice 0 to 25 years, and duties under the Equality Act 2010 and [EYFS statutory framework](#) to meet the needs of children with SEND. This includes removing barriers that prevent children accessing early education and childcare, and working with parents to give each child support to fulfil their potential.
- 6.4 The Provider agrees that it is not permitted to charge parents of children with SEND for additional support costs as part of their entitlement hours or as a condition of accessing an entitlements place.
- 6.5 The Provider may be eligible for additional funding to provide suitable support for children identified as needing adaptation or personalisation to the curriculum to make good progress, on a case by case basis. This includes SEN Inclusion Funding, Disability Access Fund and for children with an EHCP, funding from the High Needs block of the Dedicated Schools Grant. The Provider will check eligibility and use this funding to help them deliver support to these children. The Provider may be required to provide evidence of how this funding has been used to support children in their setting. Children in receipt of the early education and childcare entitlements will be eligible for Disability Access Funding if the child is eligible for Disability Living Allowance.
- 6.6 The Provider can request support to enable children with SEND to access their entitlements and any additional funding they are eligible for, through the early years SEND services ([SEND and Inclusion](#)).
- 6.7 The Provider must 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.

## **7. Supporting disadvantaged children**

- 7.1 The Council promotes equality and inclusion, particularly for disadvantaged families, including looked after children and children in need, by removing barriers of access to places and working with parents to give each child support to fulfil their potential.
- 7.2 The Provider agrees it will ensure that they have identified the relevant children in their setting as part of the process for checking early years pupil premium (EYPP) eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
- 7.3 Where households meet the eligibility criteria for both 2-year-old entitlements, the Provider agrees that it will record this as taking up 15 hours through early learning for 2-year-olds and then 15 hours of the working parent entitlement.

## 8. Quality

- 8.1 The [Early years foundation stage \(EYFS\) statutory framework - GOV.UK](#) is mandatory for all schools that provide early years provision and early years providers registered with Ofsted or with an Ofsted-registered Childminder Agency in England. The EYFS sets the standards that early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 8.2 Ofsted are the sole arbiter of quality for all funded entitlements and Ofsted and inspectorates of independent schools have regard to the statutory framework for EYFS in carrying out inspections and report on the quality and standards of provision. The Council can only rely on the Ofsted (or an independent inspectorate where relevant) inspection outcome of the Provider (including where the Provider is a childminder agency, or the childminder agency's reasonable opinion of the childminder), as the sole benchmarks of quality, as set out in paragraph A3.12 of the [Early Education and Childcare statutory guidance for local authorities](#), when securing quality for the free entitlements.
- 8.3 The Council has a legal duty to secure information, advice and training as set out in paragraph D.1 of the [Early Education and Childcare statutory guidance for local authorities](#), for the Provider who meets the criteria set out in paragraph D.2. However, the Council can only require the Provider to undertake training or quality improvement programme when the Provider's setting has received an inspection judgement as set out in paragraph A4.15.
- 8.4 The Council will follow the [Early Education and Childcare statutory guidance for local authorities](#) when considering if the Provider is eligible for funding and will pay payments to the Provider if they are eligible and holds the specified grade after an inspection by Ofsted or the Independent Schools Inspectorate as detailed in that statutory guidance.
- 8.5 The Provider will offer provision in accordance with the national parameters on quality as set out in Section A3 of the [Early Education and Childcare statutory guidance for local authorities](#) and the [EYFS statutory framework](#).
- 8.6 The Council is committed to ensuring that all children have access to high quality early education. The Provider is expected to share this commitment. The terms and conditions in this Provider Agreement ensures a commitment to quality from the Council and the Provider.
- 8.7 Where the Provider falls below the standards set out in clause 17.3, the Council expects the following course of action from the Provider to demonstrate a commitment to improve.
- 8.8 The Provider must inform the Council at the earliest opportunity of failure to meet the minimum judgement required to offer FEEE as detailed at clause 17.3. This should be at the point Ofsted have provided feedback of their findings and judgement. Whilst the Provider is advised their grading is confidential until publication, this does not extend to informing the Council.
- 8.9 On publication of the Provider's inspection report, the Council will send a letter to the Provider detailing the course of action. The Provider may be allowed to keep funding for children currently accessing the provision to allow for time to improve, however, no new funded children are allowed to start at this time. This is at the Council's sole discretion and dependent on Ofsted findings.
- 8.10 The Provider is required to supply a clear and robust action plan for improvement at the setting that addresses all of the specific actions highlighted by Ofsted. The plan should provide actions for prompt and sustained improvement at the setting; any training needs should be included as appropriate. The Provider will be notified of the date the action plan should be submitted to the Council.

- 8.11 Upon receipt of the action plan, the Council will arrange to meet with the Provider within two (2) weeks. The objective of this meeting will be to ensure that the action plan will deliver the required improvements and for both parties to formally agree and sign off the action plan. Following sign off of the action plan, representatives of the Council will undertake monitoring visits to the Provider fortnightly for a period of two (2) months. This will be to satisfy the Council that sufficient and sustainable progress against the action plan is being made. Each visit will include a short observation and action plan review. After two (2) months, the visits will reduce from fortnightly to monthly until re inspection by Ofsted, provided always that the Council is satisfied that sufficient progress is evidenced, otherwise the visits will remain fortnightly.
- 8.12 Where the Provider is a childminder receiving a grading of 'urgent improvement' in leadership and governance or safeguarding is 'not met', or a childminder agency receiving an ineffective grading, following sign off of the action plan, representatives of the Council will undertake two (2) monitoring visits to ensure satisfactory progress before re-inspection by Ofsted. If in the Council's view, no progress is being made the childminder/childminding agency will be invited to attend a meeting with the Council to discuss next steps.
- 8.13 The overall purpose of the action plan and monitoring visits is for the Council to support the Provider to achieve a grading of 'Expected Standard' in leadership and governance and safeguarding judged as "met" at re-inspection by Ofsted, or for the childminding agency to achieve a grading of 'Effective'.
- 8.14 If at re-inspection the Provider is judged by Ofsted to require 'urgent improvement' in leadership and governance or safeguarding is 'not met', or the childminder agency is still judged by Ofsted as Ineffective, the Council reserves the right to terminate this Provider Agreement and remove funding immediately. If at any point before re-inspection the Provider fails to demonstrate to the Council satisfactory progress against the agreed action plan is being made, the Council will give one months' notice of termination of this Provider Agreement and remove funding.

## **9. Eligibility**

- 9.1. The Provider agrees to check original copies of documentation to confirm the parent meets the eligibility criteria (where relevant) and that the child has reached the relevant age before the child starts their place for all free entitlements.
- 9.2 The Provider agrees to retain paper or digital copies of parental declaration form(s) to enable the Council to carry out audits and fraud investigations, and to enable the Provider to support these processes more efficiently. See Compliance section for further details.
- 9.3 Where the Provider retains a copy of documentation, stated in clause 9.2 this must be stored securely and deleted when there is no longer a good reason to keep the data. All data must be processed in accordance with clause 20 and the Data Protection Legislation.
- 9.4 The Provider will offer places through early learning for 2-year-olds on the understanding that the child remains eligible, and can remain in their place regardless of whether their family circumstances change, until they become eligible for the universal entitlement for 3- and 4- year-olds. Children who are eligible for both the working parent entitlement and early learning for 2-year-olds, must receive their first 15 hours of funding under the early learning for 2-year-olds scheme.
- 9.5 Alongside the eligibility code, which is the child's unique 11-digit number, and original copies of documentation, the Provider must acquire written consent from, or on behalf of, the parent (which is via the parental declaration form) to be able to receive confirmation and future notifications from the Council of the validity of the parent's eligibility code.

- 9.6 The eligibility code for any foster children will be issued by the Council, and so will not have an 11-digit code issued by HMRC. The Council will manage the application and reconfirmation process for these children separately. The Council will follow the Statutory Guidance of 30 hours free childcare for foster children [30 hours free childcare for foster children guidance](#) and [Funded entitlements for children in foster care | Peterborough City Council](#).
- 9.7 The Provider shall verify the eligibility code with the Council, when it has received written consent from the parent. The Council will confirm the validity of eligibility codes to allow the Provider to offer free places for eligible children. The Council will provide a validity checking service to the Provider to enable them to verify the eligibility code.
- 9.8 The Provider shall validate eligibility codes as quickly as possible, to ensure that each child who takes up a place is eligible to do so, and to provide certainty to the parent and the Provider.
- 9.9 Thereafter, the Council shall complete audit checks to review the validity of eligibility codes for children who qualify for the working parent entitlement at 6 fixed points in the year as set out in A1.24 of the [Early Education and Childcare statutory guidance for local authorities](#). The Council will notify the Provider where a parent has fallen out of eligibility and inform them of the grace period end date via the Wizard Portal (working families eligibility summary).

## 10. The Grace Period

- 10.1 A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Free of Charge for Working Parents) (England) Regulations 2022 as determined by HMRC (or where the child is in foster care, the Council).
- 10.2 The Council shall notify the Provider where a parent has fallen out of eligibility and inform them of the grace period end date (dates set out in A1.24 of the [Early Education and Childcare statutory guidance for local authorities](#)).
- 10.3 The Council shall continue to fund a place for a child who enters the grace period in accordance with the [Early Education and Childcare statutory guidance for local authorities](#).

## 11. Flexibility

- 11.1 Provision must be offered within the national parameters on flexibility as set out in paragraph A2.4 of the [Early Education and Childcare statutory guidance for local authorities](#). The Provider can offer flexible packages of funded entitlement, subject to the following:
- 11.1.1 No session to be longer than 10 hours
  - 11.1.2 No minimum session length (subject to requirements of registration on the Ofsted Early Years Register)
  - 11.1.3 Not before 6am or after 8pm
  - 11.1.4 A maximum of two sites in a single day
- 11.2 The Provider can offer funded entitlement places:
- 11.2.1 For up to 52 weeks of the year if the parent is stretching their child's entitlement
  - 11.2.2 Outside of maintained school term times
  - 11.2.3 At weekends
- 11.3 The Provider shall work with the Council to support them to secure sufficient stretched and flexible places to meet parental demand in the local authority, and share information about the times and days / periods at which they are able to offer free entitlements.

- 11.4 The Council has the discretion, providing it is in accordance with the [Early Education and Childcare statutory guidance for local authorities](#), to place additional requirements with the objective of securing that the childcare is provided in a pattern which meets the needs of the parents and their children.
- 11.5 Flexibility requirements shall be considered by the Council in response to sufficiency concerns, where there are entitlements places available in Peterborough but parents are unable to access them due to provider business models not aligning to parents' needs or artificially restricting parents' access. Such flexibility requirements must support the Council to achieve the outcomes set out in Section A2 of the [Early Education and Childcare statutory guidance for local authorities](#)
- 11.6 The Council shall engage with the Provider, considering their sustainability, as well as the sufficiency of available places depending on the local parental demand (taking into account how the local childcare market already accommodates this). The Council shall develop any flexibility requirements in collaboration with the Provider and will consider the needs of parents in their area. The Council may also continue to support individual parents through the brokerage of places, to find an alternative childcare place that best meets their needs, as this can be a more pragmatic solution.
- 11.7 The Provider will not create artificial breaks for parents, as set out in paragraph A2.5 of the [Early Education and Childcare statutory guidance for local authorities](#). The Provider shall ensure that children are able to take up their free hours in continuous blocks if they wish to, and there will be no artificial breaks in the entitlement hours.
- 11.8 The Provider must give parents and carers a reasonable notice period where a change in timings of sessions or patterns of attendance is required. For example, if a nursery has changed ownership and the model of delivery of funded hours has been changed for pre-existing families.
- 11.9 The Provider may set a notice period that is required to be given before a child can access their funded entitlement elsewhere. This notice period will be stated in all parental declaration form(s) and must not exceed four (4) weeks. The Council will pay a four (4) week notice period if a child leaves the setting without parent/carer providing notice.
- 11.10 The Provider is not obliged to transfer funding covering the notice period to another provider if a child moves between providers having not fulfilled their notice period. For instance, if a child moves to another setting two (2) weeks after parent/carer giving notice, the provider can claim the remaining two (2) weeks and the child cannot start accessing funding at the new setting for two (2) weeks.
- 11.11 The Council may authorise the immediate transfer of funding from one provider to another provider without families giving notice in exceptional circumstances including safeguarding concerns for the child or family. The Council reserves the right to make these decisions and if necessary will reclaim funding from the Provider via invoice.
- 11.12 The Council will only pay the four (4) week notice period where a childcare place has been left vacant. The Council cannot fund this period if the Provider is able to fill the place. If a parent/carer chooses to reduce the funded hours attended at a setting, a four (4) week notice period also applies unless the place can be filled.
- 11.13 If a parent/carer provides notice before a holiday period (for example, half term), the holiday period is included within the four (4) week notice period.
- 11.14 If the Provider changes a child's hours due to change in availability (e.g. changing from full day care to sessional with a break in the day), they must give parents/carers four (4) weeks notice. If the parent/carer needs to leave the setting to start their child at a new setting which can accommodate their needs due to the changes being implemented, the notice period the parent/carer would normally have to provide is not applicable.

- 11.15 The Provider shall work with the Council to ensure their record on the Family Information Service / their website includes information on their offer so that parents can make an informed choice of provider, including the provider's admissions criteria, as set out in paragraphs A1.39 and A1.40 of the [Early Education and Childcare statutory guidance for local authorities](#). Information about their offer will be made available to parents upon enquiring about provision in their setting and before the point parents commit to accessing provision at their setting.
- 11.16 The Provider shall work with the Council with regards to the flexibility of their funded offer to parents. The Provider shall publish their admissions criteria and ensure clear, transparent information is available to parents throughout their time at the setting, including when they first access provision or enter funded entitlements (via their funding policy or fee information, website or Family Information Service). Parents must be asked to sign confirming that they have read and understood the arrangements.
- 11.17 Parents must complete the parental declaration form which can be downloaded from the Council's webpage. Providers must remind parents every term to update them with any changes to their details and then allow parents to edit and date/initial the change on the parental declaration form ([Parental declaration form April 2026](#)).
- 11.18 Where parents intend to claim funded hours at more than one Provider, whether this be in Peterborough or not, the details of the other provider must be included on the declaration form to ensure the correct funding is claimed at each provider. Where the parent has not completed and signed the parental declaration form, the Council reserves the right to reclaim funding paid for that child.
- 11.19 The parental declaration form will be used as evidence in assessing where a possible duplicate, fraudulent or over claim has been made. The Provider will make parents and carers aware of the implications of submitting duplicate claims, fraudulent claims and over claiming funded hours as part of their charging policy.
- 11.20 The Council reserves the right to vary the amount of funding where the Government reduces the amount of funding for delivery of early years provision and childcare.

## **12. Partnership working**

- 12.1 Partnership working is supported by the Council on four levels between:
- i. The Council and providers
  - ii. Providers working with other providers, including childminders, schools and organisations
  - iii. Providers and parents
  - iv. The Council and parents
- 12.2 The Council promotes partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
- 12.3 The Provider shall work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. The [Early Years Toolkit](#) has been developed to help providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.
- 12.4 The Provider shall 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, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

## **13. Charging and Transparency**

- 13.1 The Provider must offer provision within the national criteria on charging practices set out in paragraphs A1.31 to A1.44 of the [Early Education and Childcare statutory guidance for local authorities](#).

- 13.2 Government funding is intended to deliver 15 or 30 hours a week of free, high-quality, flexible childcare. The 15 or 30 hours must be able to be accessed free of charge to parents. There **must not** be any mandatory charges for parents in relation to the free hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services. The Provider agrees to charge in accordance with the Statutory Guidance [Early Education and Childcare statutory guidance for local authorities](#).
- 13.3 The Provider may charge parents for the following extras in connection with the free hours. However, these charges must be **voluntary** for the parent:
- 13.3.1 consumables to be used by the child, such as nappies or sun cream
  - 13.3.2 meals and snacks consumed by the child
  - 13.3.3 extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the [Early Years Foundation Stage \(EYFS\) statutory framework](#)
- 13.4 The Provider can also charge parents for any additional, private paid hours according to their usual terms and conditions provided taking up private paid hours **is not a condition of accessing a free place**.
- 13.5 The Provider must allow parents to opt out of paying for chargeable extras and the associated consumable or activity for their child. For activities and extra services, The Provider agrees that participation in any optional extra activity will be on the basis of parental choice and a willingness to meet the charges. In these circumstances, the Provider agrees that children who do not participate in optional activities continue to receive provision that complies with the EYFS.
- 13.6 The Provider agrees to be mindful of the impact of charges on families, particularly the most disadvantaged. The Provider must notify parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow parents to access the entitlement for free, including allowing parents to supply their own, or waiving the cost of these items.
- 13.7 The Provider agrees that these chargeable extras must not be a condition of accessing a free place, for example, parents should not be declined a free place because they opt out of chargeable extras. This is so all parents, including disadvantaged families, have fair access to a free place.
- 13.8 The Provider shall deliver the free entitlements consistently, so that all children within a setting accessing any of the free entitlements receive the same quality and access to provision, regardless of whether they choose to pay for additional hours, optional extra services, meals or consumables.
- 13.9 The Provider shall make available the free entitlements free of charge and therefore will not charge parents for the following in connection with the entitlement hours:
- 13.9.1 top-up fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver free places);
  - 13.9.2 the supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare;
  - 13.9.3 business running costs, including, but not limited to, rent, mortgage payments, staff wages, cleaning materials, disposal of waste materials, insurance, or utility bills such as energy, gas or water;
  - 13.9.4 non-refundable registration fees as a condition of taking up a child's free entitlement place;
  - 13.9.5 non-refundable deposits as a condition of taking up a child's entitlement place;
  - 13.9.6 non-refundable retainer fees in relation to entitlement places;

- 13.9.7 additional support costs for children with special educational needs and disabilities (SEND) as part of their entitlement hours or as a condition of accessing an entitlements place;
- 13.9.8 general charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the free hours;
- 13.9.9 any additional fees that are not specifically identified and itemised as being for chargeable extras as described in A1.32 of the [Early Education and Childcare statutory guidance for local authorities](#).
- 13.10 The Provider may retain the deposit if the parent does not take up their place.
- 13.11 The Provider may charge a refundable deposit for a funded place, this must be returned once the first funded payment is received. For deposits attached to non-funded hours Providers are responsible for setting their own policy.
- 13.12 The Provider will not charge parents in full in advance and then refund parents or carers once they have received the funding payment from the Council.
- 13.13 The Provider agrees it shall not require an administration or registration charge as a condition of taking up a child's funded place (where no additional privately paid for hours are being accessed), therefore the Provider must be mindful of this being a barrier to families taking up their funded place.
- 13.14 The Provider must ensure that their invoices and receipts are clear, transparent and itemised allowing parents to see that they have received their place completely free of charge and understand any charges they have paid for additional hours and consumables. invoices must be broken down separately into:
  - 13.14.1 Funded hours
  - 13.14.2 Additional private hours
  - 13.14.3 Costs for food
  - 13.14.4 Consumables charges
  - 13.14.5 Charges for additional activities
- 13.15 Where a child is only accessing their funded entitlement with the Provider (no additional hours, or charges) parents will still receive a form of invoice, in order to confirm that their funded hours have been used with the chosen provider.
- 13.16 The Provider will also ensure that receipts contain the provider's name, address, and contact details so that they can be identified as coming from a specific provider for the purposes of audits and any payments made in relation to Universal Credit.
- 13.17 The Provider shall ensure that the costs of chargeable extras are published on their Provider website. The Provider can follow DfE's [Chargeable extras: template](#) for how to set out these costs on the Provider's website.
- 13.18 The Provider must publish their admissions criteria, (such as what age groups the provider takes, any priority for children with SEND or looked after children, and both how and when to apply for a place). The Provider must ensure parents understand which hours/sessions can be taken as free provision, what optional extras are available to them, and the types of reasonable alternatives they have if they choose not to take up these extras.
- 13.19 The Provider and the Council will work together to ensure that the Family Information Service and/or Provider's website provides information for parents and prospective parents on the provision of childcare in their area.
- 13.20 The Provider must ensure that a parental declaration form is completed and signed by the parent and the Provider before the child first takes up their free place, which sets out clearly the days and times when the child will take up their free hours. This will include any use of a stretched entitlement, as well as any charges for meals and consumables that the Parent has opted to pay for. It will also include the number of

additional privately paid hours and the fees for those private hours. This is to ensure that both the parties have full clarity about the number of entitlements hours being used, and what additional extras and subsequent charges have been agreed.

## 14. Business planning

- 14.1 The Provider will ensure they submit timely and accurate information, including, but not limited to, headcount data, census data, attendance records, parental declaration forms and invoices. Failure to do so will result in inaccurate, delayed or suspended funding.
- 14.2 Penalties for providing late or incomplete information leading to additional administration in the processing of funded entitlements will be reasonable and proportionate to the inconvenience or costs incurred as a result of the lateness or incomplete claim. Charges for this will be clearly communicated by the Council with the Provider.
- 14.3 The Council will pay the Provider, if requested, for free entitlements, on a monthly basis. This includes childminders.
- 14.4 The Council will not carry out audit regimes which are disproportionate or are unnecessarily burdensome to the Provider.
- 14.5 The Provider will maintain accurate financial and non-financial records relating to funded entitlement places and must give the Council access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under this Provider Agreement, subject to confidentiality restrictions.

## 15. Funding

- 15.1 The Provider agrees to follow the Council's guidance to support with making funding claims and submitting eligibility checks on the Wizard provider portal : [The Wizard - Early Years Solution](#).
- 15.2 The Council will pay the funding rates from **1 April 2026** as follows:

### [Nursery education funding](#)

	Hourly base rate
Under 2's	£11.80
Two-year-olds	£8.58
Three and four-year-olds	£6.00

	Early Years National Funding Formula (EYNFF) supplements
Flexibility supplement - 3 & 4-year-olds only	£0.50 per hour where a setting is operating as detailed below: <ul style="list-style-type: none"> <li>The provider operates under a single registration for a minimum of 50 weeks per year (not including bank holidays) and is open continuously for more than seven hours per day</li> </ul>

	<p>Or;</p> <ul style="list-style-type: none"> <li>The provider operates for less than 50 weeks but more than 40 weeks per year and is open for a minimum of ten hours per day.</li> </ul> <p>In addition to meeting the criteria above, children must regularly be attending the provider each week the provider declares itself open and at the very beginning and end of each day. They must also be able to access continually through the day during opening hours, with no closure at lunch. The Provider shall also actively promote the stretch entitlement to families accessing the provision. This will be audited during the year by the local authority.</p>
<p>Deprivation supplement - payable for all entitlements where child meets criteria</p>	<p>£0.25 per hour per child if residence postcode is within 30 percent most deprived areas of the country based as designated by IDACI (Income Deprivation Affecting Children Index)</p>

### **Funding rate for Early Years Pupil Premium (EYPP)**

The government introduced an Early Years Pupil Premium for qualifying children accessing their funded entitlements. The purpose of this funding is to support settings in narrowing the attainment gap between the least and most deprived families in the country.

EYPP is paid at a national rate of £1.15 per funded hour, per child, on top of their funding hourly rate. This equates to an additional £655.50 for a child receiving the full 570 hour entitlement.

There are no conditions from the government about how additional income generated by EYPP is spent. However, it is the expectation that providers should demonstrate commitment to improving the quality of early years provision for their disadvantaged children. Providers will be held to account for the quality of the early years education that they provide to disadvantaged children through Ofsted inspection.

#### **Qualifying criteria**

To be eligible for EYPP, the child's parent/carer must be receiving one or more of the following benefits:

- Income Support
- Income based Job Seekers Allowance
- Income related Employment and Support Allowance
- Support under part 6 of the Immigration and Asylum Act 1999
- The guarantee element of State Pension Credit
- Universal Credit (provided household income is below £7,400 a year after tax, excluding any benefits)

Or the child:

- Has been looked after by the local authority by at least one day
- Has been adopted from care
- Has left care through special guardianship
- Is subject to a child arrangement order

#### **Checking a child's eligibility for EYPP**

The Provider can collect the relevant information and consent from parent/carers to submit their details for eligibility checks.

The Provider is required to complete their EYPP Eligibility Checker on the Wizard Provider Portal with the following information for EYPP checks to take place:

- Parent surname
- Parent forename
- Parent date of birth
- Parent National Insurance Number or National Asylum Support Service (NASS) reference
- Child's forename
- Child's surname.

The results will be immediate as there is a direct link with the Government Eligibility Checking Service system. If the check was successful, the result will display as 'Found and Eligible' and the system will generate a code that will link to the child and generate the EYPP funding at headcount. A list of eligible checks will also be in the 'EYPP Entitlement Summary' section on the Provider's portal.

Please note the EYPP Checker is for economic (i.e. benefits related) eligibility checks only. If the child qualifies due to adoption, special guardianship, child arrangement order or they are a looked after child, please contact [nurseryeducationfunding@peterborough.gov.uk](mailto:nurseryeducationfunding@peterborough.gov.uk) in the first instance.

Recent changes to EYPP mean that there is no longer a requirement to re-check EYPP status annually. This means that once EYPP eligibility is awarded, it remains in place for the duration of the child's funded entitlement and the Provider does not need to submit details again for rechecking.

#### **The Disability Access Fund (DAF)**

DAF is available to support the Provider to make reasonable adjustments to their settings and/or help with building capacity for the eligible child or for the benefit of children as a whole attending the setting.

This consists of an annual allocation of £975. Only one annual allocation of DAF can be made for each child. If the child is splitting their hours across more than one setting, the parent/carer will need to nominate the main setting to receive the DAF through the parental declaration form.

DAF covers eligible children accessing all funded entitlements. Children must be receiving their funded entitlement and be in receipt of Disability Living Allowance (DLA) to qualify. The Provider must have seen and uploaded a copy of the child's DLA award letter. The child does not have to be taking up the full entitlement to access DAF.

To access this funding, the Provider must use the 'DAF Claim' link in the Wizard Provider portal. The Provider will be asked to input the child's details and upload the DAF evidence (DWP letter confirming DLA).

- 15.3 Claims must be made during the funded period in which the child takes up or uses their funded early education place. Funding will not be backdated. If a parent has given the Provider the relevant forms and eligibility codes on time but the child has not been funded, the Provider must contact the Council.
- 15.4 The Provider must not claim and use funded early education hours on an ad hoc basis. The hours recorded on the parental declaration form must also correspond with the attendance recorded in the Provider's register.
- 15.5 Subject to clause 15.6, if an eligible funded child joins the Provider's setting after the headcount date, the Council will pay the Provider from the day that the child starts (as long as parents have completed and signed a parental declaration form) unless the child had been going to another setting within the same funded period. In this case the Council will not fund the child (only in exceptional circumstances) and the Provider will need to charge the parents their usual fees for this funded period.
- 15.6 The Provider may claim for eligible children from the date the child starts at the Provider's setting provided always that details are submitted at the end of each term and by the Council's deadline date via the adjustments form uploaded to the Provider's SharePoint folder. This is on the basis that a child's parent/carer has given their previous setting the required notice. Funding can be accessed by the Provider immediately and any positive or negative adjustment to the term's headcount value generated from the mid-term changes will be carried forward to the next term for payment or recovery.
- 15.7 If the Provider has to close unexpectedly, for example due to snow, or other unplanned incidences, the Provider must advise the Council. In most cases the Council will not remove the funding for these days provided always that it is for no longer than one week (or longer if the Council agrees). If the Provider is a childminder and unable to work due to short term illness, the Provider will need to advise the families and the Council on [nurseryeducationfunding@peterborough.gov.uk](mailto:nurseryeducationfunding@peterborough.gov.uk). Depending on the circumstances the Council may remove the funding for the period of closure.
- 15.8 The Provider can deliver funded entitlements using different models, depending on their operating weeks. While funding is allocated on a **term-time equivalent basis** (as calculated by the Department for Education), if the Provider is open for more than the standard 38 weeks per year, the Provider can choose to **stretch** the entitlement across the open weeks.

### Annual Funded Entitlements

Children may be eligible for the following annual funded hours:

**570 hours per year** for:

Early learning for 2-year-olds

Universal entitlement for 3- and 4-year-olds

**1140 hours per year** for:

Children aged 9 months to 4 years with a valid **Working Parent**

**Entitlement** code (commonly referred to as "30 hours")

### Termly Allocation of Hours

The DfE divides annual entitlements into maximum termly allocations:

**For 570-hour entitlement:**

Term	Maximum Hours
------	---------------

Autumn	210 hours
Spring	165 hours
Summer	195 hours

**For 1140-hour entitlement:**

Term	Maximum Hours
Autumn	420 hours
Spring	330 hours
Summer	390 hours

**Note:** If a child starts part-way through the academic year, they will only receive the hours allocated for the remaining terms.

**Stretching the Funded Hours**

The Provider can stretch the funded hours in two main ways:

1. Termly Stretch

Providers stretch the termly maximum hours across the number of weeks they are open in each term.

Example for a provider open 52 weeks/year (Autumn = 17 weeks, Spring = 13 weeks, Summer = 22 weeks):

**For 570-hour entitlement:**

Term	Maximum Hours	Weeks	Weekly Hours
Autumn	210	17	12.35
Spring	165	13	12.69
Summer	195	22	8.86

**For 1140-hour entitlement:**

Term	Maximum Hours	Weeks	Weekly Hours
Autumn	210	17	12.35
Spring	165	13	12.69
Summer	195	22	8.86

If the Provider is closed for part of a term (e.g., one week at Christmas), divide the term's maximum hours by the actual number of open weeks.

2. Yearly Stretch

Where a child starts in Autumn term and is completing a full academic year, the Provider can stretch the total annual entitlement across all open weeks in the year. This offers consistent weekly hours but requires careful tracking.

Example for a 52-week model:

570 hours ÷ 52 weeks = 10.96 hours/week

1140 hours ÷ 52 weeks = 21.92 hours/week

The Provider must monitor usage closely, especially if a child leaves mid-year. Hours may need to be reconciled to avoid over- or under-delivery.

### Banking and Balancing Hours

In the yearly stretch model, providers may “bank” unused hours from Autumn and Spring to cover higher delivery in Summer. If a child leaves before completing the year, the Provider must calculate:

Hours claimed vs. hours delivered

Any surplus or shortfall

Whether additional funded sessions or charges apply

#### Example for 570-hour entitlement in a 52-week setting:

Term	Maximum Hours	Delivered	Banked	Balance
Autumn	210	186.32	+23.68	+23.68
Spring	165	142.48	+22.52	+46.20
Summer	195	241.12	-46.12	+0.08

### Split Attendance Across Settings

If a child attends more than one setting:

- All claims must be made on a term-time equivalent basis
- Each provider may choose to stretch their portion of hours independently
- Providers must coordinate to ensure the child does not exceed their entitlement

#### Example:

- In Autumn term Setting A delivers 6 hours/week for 14 term time weeks = 84 hours
- Remaining Autumn entitlement =  $210 - 84 = 126$  hours
- Setting B (open 16 weeks) can stretch 126 hours = 7.87 hours/week

### Converting Decimal Hours to Hours and Minutes

- To convert decimal hours:
- Separate the whole number (hours)
- Multiply the decimal by 60 to get minutes

#### Example:

$12.4$  hours = 12 hours +  $(0.4 \times 60)$  = **12 hours and 24 minutes.**

- 15.9 The Provider can submit an Interim Payment Claim by visiting the Wizard Portal : [How to submit your Interim Payment Claim \(Guide to submitting advance term payment claim\)](#).

## 16. Compliance

- 16.1 The Provider must deliver the free entitlements to all eligible children in accordance with the requirements set out in this Provider Agreement, and other statutory requirements.
- 16.2 The Council shall be entitled to reasonably request documents as part of an audit can include but are not limited to:
- Completed, signed, and dated parental declaration forms
  - Attendance Registers
  - Funding Policy (including delivery model)
  - Admissions Policy
  - Fee Structure
  - Invoices (where any additional charges are made)

- Any other documents the Council reasonably deems relevant for the provision of entitlements
- 16.3 The compliance audit will include checking that funding claims for free hours have been submitted accurately for all eligible children including that the claims are in accordance with the parental declaration form and attendance registers.
- 16.4 Where these do not align, the Council will investigate these discrepancies and take each case on its individual merits, including how and why these differences have arisen and whether they are deemed different to the planned number of hours delivered.

### **Non-attendance**

- 16.5 The Provider will not be penalised for short term closures beyond the Provider's control, for example due to elections, damage to the premises, or strike action provided always that such closure is no longer than seven (7) days/one (1) week.
- 16.6 The Provider will receive funding during short term periods of absences of children, for example due to sickness, family emergencies, or arriving late or leaving early. The Council agrees to continue to pay the funding for non-attendance in the following circumstances:
- 16.6.1 A maximum of five (5) weeks funding will be paid for a child who has not been accessing provision due to unexplained absence; This allows settings a maximum one (1) week of funding for a child who has not been accessing due to unexplained absence to allow the setting time to contact the family. **The Council must be informed after one (1) week of unexplained absence and where the Provider has been unable to make contact with the family.** After the first week of unexplained absence, the notice period to cease funding for that child will commence (up to four (4) weeks providing the place remains vacant).
- 16.6.2 In accordance with 16.6.1, the Provider must take reasonable steps to gain successful contact with the family to ascertain why the child is not attending. Where contact is successful, the Provider must remind the parent/carer of their obligations stipulated within the parental declaration form. If contact is not successful, the Provider shall write to inform the parent that the child's place will be withdrawn if the parent/carer does not contact them within a reasonable period.

If no contact has made after the five (5) weeks, and the child does not access the setting, funding will automatically cease for that child.

- 16.6.3 where a child is absent due to family holidays, the Council will pay the funding for absences of up to four (4) weeks. The Council will not fund the child's place when a holiday extends beyond four (4) weeks (ie into a fifth or more consecutive week).
- 16.6.4 Long term illness will be funded for a maximum of four (4) weeks provided always that there is a clear explanation and valid reason from the parent/carer as to why the child will not be attending. Funding is made subject to the Provider being in regular contact with the parent/carer and where there is a clear intention for the child to return to the setting. After the four (4) week period funding for that child will cease.

## **17. Termination and withdrawal of funding**

- 17.1 The Council may suspend this Provider Agreement and withdraw funding, with immediate effect, where there is a suspension of registration by Ofsted or childminder agency, a breach of statutory requirements, a 'not met' judgement with enforcement or safeguarding issues.

- 17.2 The Council will terminate this Provider Agreement and withdraw funding in accordance with [regulation 7 \(Termination of the arrangements\) of the Local Authority, \(Duty to Secure Early Years Provision Free of Charge\) Regulations 2014](#) and [regulation 37 \(Arrangements between local authorities, early years providers: termination\) of The Childcare \(Early Years Provision Free of Charge\) \(Extended Entitlement\) Regulations 2016](#) and [Early Education and Childcare: Statutory Guidance for Local Authorities](#) and [The Childcare \(Free of Charge for Working Parents\) \(England\) Regulations 2022](#)
- 17.3 Subject to clauses 8.8 to 8.14, the Council may terminate and withdraw funding, if the Provider: (or if the childminder agency they are registered with) has one of the following grades following an Ofsted Inspection:
- Where the Provider is inspected under section 5 of the Education Act 2005 (state schools and academies, including maintained nursery schools)**
- 17.3.1 Latest inspection took place from 10 November 2025:
- 17.3.1.1 For Early Learning for 2-year-olds – ‘needs attention’ or below in leadership and governance or safeguarding is ‘not met’.
- 17.3.1.2 For all entitlements – ‘urgent improvement’ in leadership and governance or safeguarding is ‘not met’.
- Where the Provider is inspected under section 49 of the Childcare Act 2006 (early years provision registered in the early years register, such as private, voluntary and independent providers or any provision for under-2s)**
- 17.3.2 Latest inspection took place from 10 November 2025:
- 17.3.2.1 For Early Learning for 2-year-olds – ‘needs attention’ or below in leadership and governance or safeguarding is ‘not met’
- 17.3.2.2 For all entitlements – ‘urgent improvement’ in leadership and governance or safeguarding is ‘not met’
- For independent schools inspected by Ofsted (where the provision is not registered in the early years register)**
- 17.3.3 Latest inspection took place from 5 January 2026:
- 17.3.3.1 For Early Learning for 2-year-olds – ‘needs attention’ or below in leadership and governance or safeguarding is ‘not met’
- 17.3.3.2 For all entitlements – ‘urgent improvement’ in leadership and governance or safeguarding is ‘not met’
- For independent schools inspected by the Independent Schools Inspectorate (where the provision is not registered in the early years register)**
- 17.3.4 For all entitlements regardless of the date of inspection – ‘not met’ for leadership and governance or ‘not met’ for safeguarding.
- For providers inspected by the Independent Schools Inspectorate (where the provision is registered in the early years register)**
- 17.3.5 Latest inspection took place from 5 January 2026:
- 17.3.5.1 For Early Learning for 2-year-olds – ‘needs attention’ or below in leadership and governance or safeguarding is ‘not met’
- 17.3.5.2 For all entitlements – ‘urgent improvement’ in leadership and governance or safeguarding is ‘not met’
- 17.4 The Council may terminate this Provider Agreement and withdraw funding with immediate effect, upon written notice where:
- 17.4.1 the Provider has not complied with actions resulting from a complaint made against the Provider’s setting.
- 17.4.2 if the Provider or any employee or anyone acting on the Provider’s behalf (whether with or without the knowledge of the Provider) commits a Prohibited Act.

- 17.4.3 if the Provider undergoes a change of Control, which, in the opinion of the Council, impacts adversely and materially on the performance of this Provider Agreement.
- 17.4.4 the Provider commits an offence under the Modern Slavery Act 2015 or breaches any of the warranties, undertakings, representations or obligations contained in clause 21.
- 17.4.5 the Provider is in material breach of this Provider Agreement.
- 17.5 For the purposes of clause 17.4.5 material breach means a breach (including an anticipatory breach):
  - 17.5.1 that is serious in the widest sense of having a serious effect on the benefit which the Council would otherwise derive from a substantial portion of this Provider Agreement; or
  - 17.5.2 which is expressly stated to amount to a material breach within this Provider Agreement,
 and in deciding whether any breach is material, no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 17.6 Where the Provider fails to return a signed copy of this Provider Agreement by the date specified by the Council, the Council reserves the right to suspend payment of any further entitlements funding and reject future claims for entitlements funding by the Provider until it is in receipt of a copy of this Provider Agreement correctly signed by the Provider.
- 17.7 Where a Provider takes the decision to withdraw from delivering the free entitlements, they must give the Council and the parents of children at their setting a minimum of four (4) weeks notice to enable parents to make alternative arrangements.
- 17.8 Where the Provider has their registration suspended by Ofsted, the Provider's Wizard Portal account will be suspended with immediate effect, meaning that the Provider cannot add any further claims or receive any payments. The Provider will only have read only access to the Wizard Portal. Following the suspension being lifted, the Provider will be invoiced for the funded entitlement during their period of suspension that they have already received.
- 17.9 The Council shall terminate this Provider Agreement and withdraw funding by giving the Provider six (6) months prior written notice where the Government ceases providing the Council funding for early years provision and childcare.
- 17.10 The proper exercise by the Council of its right of termination under this clause 17 shall be without prejudice to any other rights or remedies which the Council may have or be entitled to exercise against the Provider (whether under this Provider Agreement or the Law), and shall be without prejudice to (and shall not affect) any right or remedy which has already accrued or subsequently accrues to the Council.

## **18. Appeals process**

- 18.1 The Provider may be denied approval to offer the free entitlements or have their funding withdrawn as set out above. The Provider can appeal against that decision.
- 18.2 The Provider may be denied approval to offer the funded entitlements or have their funding withdrawn. The Provider can appeal against that decision. If the Provider wishes to appeal against a decision to reject or remove them from the Directory of Providers or withdraw funding to offer the funded early education entitlements, the Provider must notify the Council in writing within ten (10) working days of the notice being given. The Provider must provide grounds for appealing the decision and provide relevant evidence in support.
- 18.3 The Council will acknowledge receipt of the appeal within five (5) working days. In the acknowledgement letter, the Council will give the Provider a date to submit their supporting evidence and a date, time and location for an appeal hearing.

- 18.4 The appeal will be heard by a panel of three members to include the Head of Early Years and Childcare, the Childcare Market Facilitation Officer and the Director for Education. One of the panel members will act as Chair. There will also be an officer to take minutes to record the proceedings.
- 18.5 A representative of the Provider and one other member of staff may attend in order to present the provider's case to the panel. A member of the Early Years and Childcare Service will attend to present the Council's case.
- 18.6 Notification of the panel's decision will be made within five (5) working days. The panel's decision will be final.
- 18.7 Parents/Carers can appeal to HMRC if they disagree with the eligibility outcome as determined by HMRC.
- 18.8 The Provider cannot appeal to the Council for a judgement made by Ofsted.

## 19. Complaints process

- 19.1 The Provider shall ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this Provider Agreement and in [Early Education and Childcare statutory guidance for local authorities](#).
- 19.2 Where the Council receive a complaint from a parent raising concerns they have not received their early years entitlement in accordance with the Law or as set out in this Provider Agreement and in the [Early Education and Childcare statutory guidance for local authorities](#), the parents/carers will be advised to talk to the Provider to see if the situation can be resolved. If the parents/carers are not satisfied with the outcome of the discussion with the Provider, they will be asked to put their complaint in writing by contacting the Council, email [nurseryeducationfunding@peterborough.gov.uk](mailto:nurseryeducationfunding@peterborough.gov.uk).
- 19.3 If a parent is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Local Authority and Social Care Ombudsman. Such complaints will only be considered when the Council's local complaints procedures have been exhausted
- 19.4 The Council will only contact the Provider where permission has been given by the parent/carer. The Council will report back to the parent/carer and the Provider upon completion of a review.
- 19.5 The Council will process such complaints in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

## 20. Corporate Requirements

### FREEDOM OF INFORMATION

- 20.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Provider Agreement, the Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and that:
  - 20.1.1 the Council shall be entitled to publish and/or release any and all terms or conditions of this Provider Agreement, the contents of any documents and/or information relating to the formation of this Provider Agreement or any other documentation and/or information, under the provisions of the FOIA as it sees fit; and
  - 20.1.2 nothing contained in this Provider Agreement shall prevent the Council from disclosing and/or publishing under the FOIA any term or condition or information contained in or relating to the formation of this Provider Agreement.

- 20.2 The Provider shall assist and co-operate with the Council to enable the Council to comply with its information disclosure requirements and shall:
- 20.2.1 transfer any request for information it receives to the Council as soon as practicable after receipt, and in any event within two (2) working days of receiving it;
  - 20.2.2 provide the Council with a copy of all information, documentation and data in its possession or power in the form that the Council requires within five (5) working days (or such other period as the Council may specify) of the Council's request; and
  - 20.2.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in the FOIA.
- 20.3 The Council shall be responsible for determining at its absolute discretion whether any information is commercially sensitive and/or any whether it is exempt from disclosure in accordance with the FOIA, or whether it is to be disclosed.
- 20.4 In no event shall the Provider respond directly to a request for information unless expressly authorised to do so by the Council.
- 20.5 The Provider acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA, November 2004) (the "Code"), be obliged under the FOIA to disclose Information:
- 20.5.1 without consulting the Provider; or
  - 20.5.2 following consultation with the Provider and having taken its views into account, provided always that where the Code applies, the Council shall take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure, in accordance with any recommendations of the Code.
- 20.6 The Provider shall ensure that all information produced in the course of or relating to this Provider Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

## **DATA PROTECTION**

- 20.7 The parties acknowledge that each is a controller of Shared Personal Data for the purposes of the Data Protection Legislation. This clause sets out the framework for the sharing of Shared Personal Data between the parties as controllers for the purpose of the provision of the Services by the Provider hereunder. Each party acknowledges that it ("the Data Discloser") will regularly disclose to the other ("the Data Recipient") personal data held by the Data Discloser, for the Agreed Purpose (hereinafter defined). This clause sets out the responsibilities of the parties in relation to the Shared Personal Data.
- 20.8 The parties agree only to disclose and (respectively) to process the Shared Personal Data for the purposes described in the Data Annex ("the Agreed Purpose") and at all times in accordance with the terms contained in this clause and the Data Annex and that they shall not process the Shared Personal Data in a way that is incompatible with the Agreed Purpose. The Shared Personal Data must be limited to the personal data described in the Data Annex.
- 20.9 Any issues arising in relation to the data sharing under this Provider Agreement will be agreed upon and resolved by the Council's data protection officer (or other officer expressly appointed by him/her) and the Provider's data protection officer (or other officer expressly appointed by him/her) the details of whom are set out in the Data Annex. Either party may change its appointed officer by giving written notice to the other party.

- 20.10 Each party must ensure compliance with the Data Protection Legislation and any other applicable national data protection and privacy laws at all times during the Term.
- 20.11 The Provider shall provide the Council with the following information upon reasonable request by the Council:
- (a) written notification of any Sub-processors which it appoints/has appointed to process the Shared Personal Data [and in the event that such Sub-processor proposes to process any Shared Data in the European Union), confirmation that the Provider has obtained an undertaking from the Sub-processor that it shall adopt the Standard Contractual Clauses (using the applicable Module) in the event that the European Union Commission revokes its two adequacy decision[s] of the 28th June 2021 for transfers of personal data to the United Kingdom, under the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) respectively in order to ensure the continued access by the Council and the Contractor to the Shared Data in accordance with the Data Protection Legislation; and
  - (b) copies of relevant records kept by it in accordance with Article 30 of the UK GDPR), as reasonably required by the Council in relation to any of the matters referred to in clause 20.17.
- 20.12 The parties shall comply with the principle of data minimisation and ensure the Shared Personal Data is adequate, relevant and limited to what is necessary in relation to the Agreed Purpose.
- 20.13 Subject to any exemptions permitted in the Data Protection Legislation, each party shall ensure that it has lawful grounds under the Data Protection Legislation for the processing of the Shared Personal Data.
- 20.14 Subject to any exemptions permitted in the Data Protection Legislation, the Data Discloser shall, in respect of the Shared Personal Data, ensure that it provides clear and sufficient information to the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the lawful basis for such processing and such other information as is required by Article 13 of the UK GDPR.
- 20.15 Subject to any exemptions permitted in the Data Protection Legislation, the Data Recipient undertakes to inform the data subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the lawful basis for such purposes and such other information as is required by Article 14 of the UK GDPR.
- 20.16 Each party shall notify the other party without undue delay if it becomes aware of any Data Subject Request, personal data breach or investigation by the Commissioner or any foreign designated authority in relation to the Shared Personal Data (“Data Incident”), unless prohibited by Law.
- 20.17 Each party agrees to provide such assistance as is reasonably required by the other party in relation to the Shared Personal Data, to enable the other party to:
- (i) comply with Data Subject Request(s) within the time limits imposed by the Data Protection Legislation;
  - (ii) investigate and take action, including making notifications where applicable, in relation to a personal data breach;
  - (iii) respond to an investigation by the Commissioner or a foreign designated authority;
  - (iv) conduct a Data Protection Impact Assessment.
- 20.18 Each party shall maintain a record of Data Incidents, the decisions made and any action that was taken. Records must include copies of any request, details of the data accessed and shared and where relevant, notes of any meeting,

- correspondence or phone calls relating to the Data Incident.
- 20.19 The Data Recipient shall consult with the Data Discloser prior to responding to any Data Incident and shall take the views and recommendations of the Data Discloser into account when deciding how to respond to the Data Incident, unless prohibited by Law.
- 20.20 The Data Recipient shall not retain any of the Shared Personal Data for longer than is necessary to carry out the Agreed Purpose.
- 20.21 Notwithstanding clause 20.20, the parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective industry or where otherwise required to do so by Law or where necessary to defend or exercise legal claims.
- 20.22 Subject to clause 20.21, the Data Recipient shall ensure that the Shared Personal Data is returned to the Data Discloser or securely destroyed or deleted in accordance with the Data Annex in the following circumstances:
- (a) upon termination (for whatever reason) or expiry of this Provider Agreement;
  - (b) once the Agreed Purpose has been completed.
- 20.23 If the Data Recipient appoints a third party controller to process the Shared Personal Data, the Data Recipient shall ensure that the third party controller is made aware of the Data Recipient's obligations under this Provider Agreement and enters into binding obligations with the Data Recipient to maintain the levels of security and protection required under this Provider Agreement. The Data Recipient shall at all times be and remain liable to the Data Discloser for any failure of any third party controller to act in accordance with the duties and obligations of the Data Recipient under this Provider Agreement.
- 20.24 The Data Recipient may not transfer Shared Personal Data to a third party located outside the United Kingdom unless it ensures that:
- (a) either the proposed transfer is based on adequacy regulations under Article 45 of the UK GDPR and section 17A and B of the 2018 Act (or in relation to Law Enforcement personal data sections 74A and B) of the 2018 Act; or
  - (b) there are appropriate safeguards in place in relation to the transfer in accordance with the Data Protection Legislation, including in particular UK GDPR Article 46 and section 17C of the 2018 Act (or in relation to law enforcement section 75 of the 2018 Act); or
  - (c) one of the derogations for specific situations in Article 49 of the UK GDPR (or in relation to Law Enforcement personal data one of the special circumstances in section 76 of the 2018 Act) applies to the transfer; and
  - (d) it has first given no less than ten (10) days prior written notice of such transfer to the Data Discloser.
- 20.25 If the Data Recipient transfers the Shared Personal Data to a third party who is a joint controller then the Data Recipient shall comply with the provisions of Article 26 of the UK GDPR.
- 20.26 Each party warrants and undertakes that it shall comply with its obligations under the Data Protection Legislation and this clause.
- 20.27 Each party shall ensure that its employees, workers, consultants, agents, providers and other authorized individuals are appropriately trained to handle and process the Shared Personal Data in accordance with the Protective Measures referred to in clause 20.28 together with any other applicable national data protection Laws and guidance and have, where appropriate, entered into confidentiality agreements relating to the processing of the Shared Personal Data. Such training to be proportionate to the handling and processing individual's role, responsibility and frequency with respect to the handling and processing of the Shared Personal Data.
- 20.28 The Provider undertakes to have in place throughout the Term Protective Measures

in accordance with its obligations as a controller under the Data Protection Legislation, including without limitation the provisions of Articles 24 and 25 of the UK GDPR.

- 20.29 A breach of this clause by the Provider shall be deemed to be a material breach for the purposes of clause 17.4.5.
- 20.30 The provisions of this clause shall apply notwithstanding any other term of this Provider Agreement in relation to the processing of personal data and in the event of any conflict between the terms of this clause and the remaining terms of this Provider Agreement in relation to the processing of personal data (including the Shared Personal Data), the terms of this clause shall prevail.

#### **ANTI-SLAVERY**

- 20.31 In performing its obligations under this Provider Agreement, the Provider shall:
- 20.31.1 comply with all applicable anti-slavery and human trafficking Laws, including the Modern Slavery Act 2015;
  - 20.31.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
  - 20.31.3 ensure that all sub-contracts include anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 26.2 and ensure that all sub-contractors and suppliers shall comply with all applicable anti-slavery and human trafficking Laws, including the Modern Slavery Act 2015; and
  - 20.31.4 implement due diligence procedures for Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

#### **PREVENTION OF BRIBERY**

- 20.32 The Provider shall not, and shall procure that any of its employees shall not, in connection with this Provider Agreement, commit a Prohibited Act.
- 20.33 The Provider shall, if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010 in relation to this Provider Agreement.
- 20.34 The Provider shall have an anti-bribery policy (which shall be disclosed to the Council if requested) to prevent any of their employees from committing a Prohibited Act and shall enforce it where appropriate.
- 20.35 If any breach of these clauses 20.32 to 20.34 is suspected or known, the Provider must notify the Council immediately. If the Provider notifies the Council that it suspects or knows that there may be a breach of this clause, the Provider must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation.
- 20.36 The Council may terminate this Agreement in accordance with clause 17.2 if the Provider or any of its employees (in all cases whether or not acting with the Provider's knowledge) commit a Prohibited Act or breach any obligations contained in clause 20.32 to 20.35.
- 20.37 The interpretation of clauses 20.35 and 20.36, the amount or value of any gift, consideration or commission, shall be determined by the Council and its decision shall be final and conclusive.
- 20.38 Any termination under clause 20.36 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

## **21. Warranties**

- 21.1 The Provider warrants, undertakes and represents to the Council that:
- 21.1.1 it has the right, power and authority to enter into this Provider Agreement;
  - 21.1.2 it is not in default:
    - a. in the payment of any due and payable taxes;
    - b. in the filing, registration or recording of any document; or
    - c. under any Law or other requirement,which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Provider Agreement;
  - 21.1.3 neither the Provider nor any of their employees (nor any other persons associated with it):
    - (i) has been convicted of any offence involving slavery and/or human trafficking; and
    - (ii) (having made reasonable enquiries, and to the best of its knowledge) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.
  - 21.1.4 it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Provider Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Provider Agreement.

## **22. Severance**

If any provision of this Provider Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

## **23. Waiver**

- 23.1 Failure by either party at any time to enforce any one or more of the provisions of this Agreement or to require performance by the other Party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Agreement nor affect the validity of this Provider Agreement or any part of it or the right of the Parties to enforce any provision in accordance with its terms.
- 23.2 No waiver of any of the provisions of this Provider Agreement shall be effective unless it is expressed to be a waiver in writing.

## **24. No Partnership or Agency**

Nothing contained in this Provider Agreement, and no action taken by the parties pursuant to this Provider Agreement, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

## **25. Third Party Rights**

- 25.1 A person who is not a party to this Provider Agreement shall not have any right to enforce any term of this Provider Agreement, which expressly or by implication,

confers a benefit on him, without the prior consent in writing of both parties and nothing in this Provider Agreement shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation or supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such variation or agreement. This clause 25.1 does not affect any right or remedy of a third party which exists or is available otherwise than from the Contracts (Rights of Third Parties) Act 1999.

- 25.2 The rights of the parties to terminate, rescind, waiver, vary or enter into a settlement under this Provider Agreement (or take any other action under this Provider Agreement) are not, by virtue of clause 25.1 or otherwise, subject to the consent of any other person.

## **26. Law and Jurisdiction**

This Provider Agreement shall be governed by the Laws of England and shall be subject to the exclusive jurisdiction of the English courts.

## Appendix 1 Data Annex

The contact details of the Council's Data Protection Officer are: **Ben Stevenson, Peterborough City Council, Sand Martin House, Bittern Way, Fletton Quays, Peterborough, PE2 8TY** Email: [ben.stevenson@peterborough.gov.uk](mailto:ben.stevenson@peterborough.gov.uk).

The contact details of the Provider's Data Protection Officer is as detailed on the Provider's privacy notice:

Description of authorised processing	Details
Identity of Controllers for each category of Personal Data	<p>The Council as controller is the Data Discloser and the Provider as controller is the Data Recipient</p> <p>The Provider as controller is the Data Discloser and the Council as controller is the Data Recipient</p>
Subject matter of the processing	<p>Personal and sensitive data necessary for the Provider to meet the childcare needs of service users pursuant to the Free Early Education Entitlement (FEEE) parental declaration form and for the Council to pay the Provider for the claimed funding.</p>
Duration of the processing	<p>The duration of this Provider Agreement or until there is a change in statutory guidance or terminated earlier under the conditions set out in this Provider Agreement.</p>
Nature and purposes of the processing	<p>Nature - The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>Purpose - providing childcare services and statutory obligations as described within this Provider Agreement, Early Years Foundation Stage (EYFS) statutory framework, Early Years National Funding Formula (EYNFF), Early Education and Childcare statutory guidance and Early Education and Childcare operational guidance. This includes data requirements for claiming the early years education and childcare funding as detailed in this Provider Agreement for children from nine months old, Early Years Pupil Premium (EYPP), Disability Access Fund (DAF), extended entitlement code validity checking and funding administered through the Early Support Pathway, all of which includes processing of personal data.</p>

Type of Personal Data	Child details including first and last names, other known names, Date Of Birth, address information, special educational needs and medical information, ethnicity code; parent/carer names, address, email address, telephone number, National Insurance number or National Asylum Support Service reference, social security benefits and bank details.
Categories of Data Subject	children and their parents/carers, staff (including volunteers, agents, and temporary workers).
Special category personal data (as defined in the Data Protection Legislation and see in particular Article 9 of the UK GDPR and section 10 of the 2018 Act).	The following types of special category personal data: Racial or ethnic origin Data concerning a natural person's physical or mental health or condition
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The Data Recipient shall destroy (in accordance with relevant policies) or return all Personal Data to the Data Discloser within two (2) months of the termination of this Provider Agreement, or earlier following mobilisation to a new provider or if requested to do so in writing by the Data Discloser, unless the Data Recipient is required by Law to retain the Personal Data. The Data Recipient shall send a written notice to the Data Discloser marked for the attention of the Data Protection Officer confirming that the data has been returned (with all copies deleted) within such two (2) month period or earlier return period as the Data Discloser may require or that the Data Recipient is required by Law to retain the Personal Data, providing details).

## Appendix 2 - Definitions

In this Provider Agreement the following terms and expressions shall have the following meanings:

“Annual Provider Form”	means the annual provider form the Provider is required to sign and return to the Council agreeing to be bound by the terms and conditions of the Provider Agreement.
“controller”, “processor”, “data subject(s)”, “personal data”, “personal data breach”, “data protection officer” “processing” “special categories of personal data”	shall each take the meaning given in the Data Protection Legislation (and, where the context permits, “processed”, “process” and similar phrases shall be construed accordingly).
“Control”	as defined by sections 450, 451 and 1124 of the Corporation Taxes Act 2010.
“Data Annex”	the schedule(s) detailing the Shared Personal Data in Appendix 1.
“Data Loss Event”	any event that results, or may result, in unauthorised access to personal data held by the Provider under this Provider Agreement, and/or actual or potential loss and/or destruction of personal data in breach of this Provider Agreement, including any personal data breach.
“Data Protection Brexit Regulations”	shall mean the Data Protection Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) made under section 8 of the European Withdrawal Act 2018 (EUWA) as amended by the Data Protection Privacy and Electronic (Amendments etc) (EU Exit) Regulations 2020 (SI 2020/1586).
“Data Protection Impact Assessment”	an assessment by the controller of the impact of the envisaged processing on the protection of personal data (in accordance with the Data Protection Legislation, including in particular Article 35 of the UK GDPR).
“Data Protection Legislation”	shall mean all applicable data protection and privacy Laws in force from time to time (including the UK GDPR, the 2018 Act, the Data Protection Brexit Regulations and the EU GDPR) and any relevant national and international implementing Laws and regulatory requirements, as all such may be amended from time to time, to which the Council and/or the Provider are subject, relating to the use of personal data

and any related guidance or codes of practice issued from time to time by the Information Commissioner.

“Data Subject Request”

a request made by, or on behalf of, a data subject to exercise the data subject’s rights under the Data Protection Legislation.

“EU GDPR”

means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.

“EYFS”

means early years foundation stage.

“FEEE”

means free early education entitlement.

“Law”

means any legal provision the Provider and/or the Council must comply with including any law, statute, and/or subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right, regulation, order, regulatory policy, statutory guidance or code of practice, judgment of a relevant court of law or legal requirements (including of any regulatory body), in force from time to time.

“Prohibited Act”

each of the following constitute a Prohibited Act:

(a) directly or indirectly offering, promising, giving or agreeing to give to any member or servant of the Council or person working for or engaged by the Council, any gift, reward, advantage or consideration of any kind as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Provider Agreement or any other agreement with the Council;

(ii) for showing favour or disfavour to any person in relation to this Provider Agreement or any other agreement with the Council; or

(iii) for the improper performance of a relevant function or activity;

(b) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with this Agreement;

(c) committing any offence:

(i) under the Bribery Act 2010;

(ii) under s117(3) of the Local Government Act 1972;

(iii) under legislation creating offences in respect of fraudulent acts;

(iv) at common law in respect of fraudulent acts; or  
(v) defrauding or attempting to defraud or conspiring to defraud the Council; or  
(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

“Protective Measures”

appropriate technical and organisational measures, which may include: pseudonymising and encrypting personal data, and which shall (i) ensure confidentiality, integrity, availability and resilience of systems and services; (ii) ensure that availability of and access to personal data can be restored in a timely manner after an incident; and (iii) include the requirement regularly to test, assess, re-evaluate and update the effectiveness of appropriate technical and organisational measures for the security of processing.

“Shared Personal Data”

Any and all personal data, including any special category personal data detailed in the Data Annex and to be shared between the parties hereunder.

“UK GDPR” / “United Kingdom General Data Protection Regulation”

Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection Brexit Regulations and defined in the Data Protection Legislation.

### **Appendix 3 – Outputs and Outcomes**

The Provider will produce the following outputs and achieve the following outcomes in connection with this Provider Agreement:

1. Register and remain registered on Ofsted's Early Years Register. Comply at all times with Ofsted requirements.
2. Comply at all times with the Early Years Foundation Stage statutory framework in delivering funded early years education.
3. A commitment to deliver high quality childcare services to improve the outcomes of all children and reduce inequalities including where appropriate, engaging in a multi-agency approach, facilitated by the Council, to support children and families where a need for particular support is identified.
4. The Provider must meet the minimum judgement required to offer FEEE as detailed in clause 17.3. If the Provider falls below the expected standard, clauses 8.8 to 8.14 apply and it must notify and work with the Council at the earliest opportunity and without delay, demonstrating plans and a commitment to improve. No further funded children should start with the Provider at this time. Where the Council is dissatisfied about the commitment shown by the Provider to improve quality, notice of termination will be given and further early education funding will cease. The Provider must notify the Council without delay if the judgement of Ofsted for safeguarding is deemed Not Met.
5. The Provider should communicate details to parents about the days and times that they offer funded places, before a child takes up a funded place.
6. The Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. The Provider should utilise the SEN inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.
7. The Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010. The Provider will not discriminate against children with a disability or additional need when discharging these duties.
8. The Provider should be clear and transparent about the SEND support on offer at their setting and as part of the process for checking Early Years Pupil Premium (EYPP) eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
9. Make available appropriate support where reasonably practicable to satisfy the requirements of the Early Years Foundation Stage statutory framework relating to equal opportunities to enable SEND children to achieve their full potential in the early years.
10. The Provider will promote fundamental British values and will not promote views or theories as fact which are contrary to established scientific or historical evidence and explanations.

11. Parents/carers may purchase additional hours or services in accordance with clause 13 (Charging and Transparency).
12. The Provider will complete a parental declaration form for every child accessing the funded entitlement or registering to access the funded entitlement, ensuring parents/carers fully understand their entitlements and responsibilities and provide necessary information and consents.
13. Check the date of birth of each child before they begin accessing the funded entitlement to determine their eligibility. This process must include sight of an original form of identification including passport, birth certificate or other official documentation. The Provider will keep for a period of three years a record of the evidence seen, the date witnessed and the individual who checked the evidence. A completed parental declaration form will contain the necessary information. A copy of the child's identification document does not need to be retained by the Provider.
14. Check that those children presenting for childcare provision who claim to be eligible for early learning for the two-year-olds are in receipt of confirmation in form of a letter and reference number from the Council. Funded places for early learning for two-year-olds should not commence until the Provider has the reference number and the child's start date from the Council to prevent errors. Where confirmation letter received is from a different local authority, a copy of this must be supplied to the funder along with the child's name and date of birth to allow a URN to be issued for that child before the child begins to access a place.
15. Check that those children presenting for childcare who claim to be eligible for the Working Parent Entitlement are in receipt of an eligibility code from HMRC. The only exception to this is children in foster care. The validity of this code must then be verified as detailed on the Council's guidance webpage at [Early Years funding portal eligibility checks guidance](#). Funded places for the Working Parent Entitlement should not commence until the Provider has received confirmation of the validity of the code to prevent errors.
16. Alongside the Working Parent Entitlement eligibility code (which is the child's unique 11-digit number) and original copies of documentation, the Provider must acquire written consent from, or on behalf of, the parent/carer to be able to receive confirmation and future notifications from the Council of the validity of the parent/carer's eligibility code. This will be provided through the parental declaration form. Once the Provider has received written consent from the parent/carer, they should verify the eligibility code with the Council.
17. If a Working Parent Entitlement eligibility code has not been **issued** by HMRC before the start of the funding period when the child would start accessing, they will be unable to start accessing the Working Parent Entitlement until the beginning of the following funding period.

The Council will support the Provider with achieving the outputs and outcomes:

1. The Council will make available appropriate advice, training and support for the Provider in support of reducing inequalities and narrowing the achievement gap, delivering sustained and continuous quality improvements, the EYFS statutory

framework, inclusive practice, delivering a flexible funded offer and maintaining sustainability.

2. Where a child with SEND accesses their funded entitlement for fewer than 15 hours, the Council will consider whether to fully fund the child's place in order to help the Provider better support the child. This will be considered where a child accesses fewer than 15 hours per week based on the recommendation of a professional rather than parents/carers choosing not to access the full 15 hours. The Provider must make a request to the Council for the additional funding to be considered on a case-by-case basis.
3. The Council will produce and make available on its website annual reports containing information about parental demand for childcare places that will support the Provider's plan and deliver appropriate services.
4. The Council will support and advise settings if required on how to calculate fees for services accessed by parents beyond the funded entitlement and how to set out bills/invoices for parents.
5. The Council provides an appeals procedure for the Provider (in accordance with clause 18 Appeals process) if they feel that they have been refused entry to or have been removed from the Directory of Providers eligible to deliver the funded entitlement.
6. The Council will make available a template 'parental declaration form for the Provider to use.
7. The Council will fund early years providers an Early Years Pupil Premium for all eligible children accessing FEEE who meet national criteria.
8. The Council relies solely on the Ofsted inspection judgement of the Provider (including the childminder agency) as the benchmark of quality.

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