

# Early Education Funding Entitlement for 2-3-and 4-year old’s

Coventry Childcare Provider Funding Agreement Terms & Conditions

1 September 2023 to 31 August 2024

**Privacy Summary**

Coventry City Council will use your personal information to provide services which facilitate children to access any entitlement to government funded early years education places. We will also share information about you with other internal Council departments to ensure that Childcare Providers are paid for the provision of Government funded hours.

More details about how we use information about you can be found in our full [Privacy Notice](https://www.coventry.gov.uk/eyprivacynotice)

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Recitals

The Council and the Provider have agreed to enter into this Agreement to provide free of charge (sections 7 and 7a of the Childcare Act 2006) funded childcare (section 2 of the Childcare act 2016) as the ‘funded entitlement(s)’ or ‘funded hours’ or a ‘funded place’ (known for the purposes of this Agreement as ‘Funded Entitlement Place/s’).

These terms and conditions therefore apply to the 15-hour entitlement for 2-year old’s, the 15-hour entitlement for Parents of 3- and 4-year old’s (‘Universal Entitlement’) and the additional 15-hours entitlement for working Parents of 3- and 4-year old’s (‘Extended Entitlement’). In addition, these terms and conditions also apply to Disability Access Funding (DAF) and Early Years Pupil Premium (EYPP).

This Agreement is for: Local Authorities and Early years providers, referred to as ‘Providers’ and include:

* Early years providers and childminders registered on the Ofsted Early Years Register;
* Childminders registered with a childminder agency that is registered with Ofsted;
* Independent schools and Academies taking children aged 2 years and over and which are exempt from registering with Ofsted as an early year’s provider.

The definition ‘Parent’ will be used throughout this document to describe the person who has legal responsibility for the child.

## Prior to any funding claim:

* Providers must ensure that Parents have completed the annual Parent Funding Agreement. A child’s information must not be uploaded onto the Coventry Schools and Early Years Portal (as set out at clause 3) or relevant school system before the Parent Funding Agreement has been completed and signed by the Parent. This is to ensure compliance with all General Data Protection Regulations (UK GDPR). The [**Early Years Parent Funding Agreement 1 September 2023 - 31 August 2024**](https://www.coventry.gov.uk/downloads/file/33121/parent_and_carer_agreement_1_september_2021_-_31_august_2022_word)[**(Word)**](https://www.coventry.gov.uk/downloads/file/33121/early-years-parent-funding-agreement-1-september-2023-31-august-2024-word-)
* can be accessed online. Once completed, Parent Funding Agreements should be retained, by the Provider, in accordance with clause 17 Compliance and Document Retention.
* The Agreement shall come into effect on the **1 September 2023** and continue to be in force until **31 August 2024** unless terminated early in accordance with the terms of the Agreement. This Agreement may be terminated at any time by completing and submitting the online form: Termination of Agreement to deliver Early Education Entitlement Places. [**Early Years Parent Funding Agreement 1 September 2023 - 31 August 2024**](https://www.coventry.gov.uk/downloads/file/33121/parent_and_carer_agreement_1_september_2021_-_31_august_2022_word)[**(Word)**](https://www.coventry.gov.uk/downloads/file/33121/early-years-parent-funding-agreement-1-september-2023-31-august-2024-word-)

# Key Council Responsibilities

* 1. The Council will use reasonable endeavours to secure a Funded Entitlement Place for every eligible child in the area.
	2. The Council will use reasonable endeavours to work in partnership with Providers to agree how to deliver Funded Entitlement Places.
	3. The Council will 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 their expectations of Providers.
	4. The Council will contribute to the safeguarding and promotion of welfare of children and young people in the City of Coventry.
	5. The Council will provide a validity checking service to enable Providers to verify the extended entitlement (30 hours) eligibility code. The eligibility checking service (ECS) allows all local authorities to check the validity of all codes.

# Key Provider Responsibilities

* 1. The Provider must comply with all relevant legislation and insurance requirements.
	2. The Provider must deliver the Funded Entitlement Places consistently to all Parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the Provider must be clear and communicate to Parents and carers details about the days and times that they offer funded places, along with their services and charges. Those children accessing Funded Entitlement Places should receive the same quality and access to provision.
	3. Providers must agree a set pattern of attendance with Parents prior to children starting their place. This must be recorded on the annual **Parent Funding Agreement.**
	4. The Provider must 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 concerns of suspected and or actual abuse.
	5. The Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should utilise SEND Inclusion Fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to Parents.
	6. The Provider must notify the Council in the event of a parent withdrawing consent to share personal data, via the Coventry Schools and Early Years Portal.
	7. The Provider must provide the information that the Council reasonably requires to process the Funded Entitlement Places and input this onto the Coventry Schools and Early Years Portal or directly to the Council’s Early Years Business and Data Teams as directed.

# Coventry Schools and Early Years Portal

* 1. The Council will grant Providers with access to the Coventry Schools and Early Years Portal. The Council will offer reasonable support to Providers in using the Coventry Schools and Early Years Portal.
	2. The Provider must submit within the Council’s published timescales, all relevant information to the Coventry Schools and Early Years Portal (by reference to the Portal Guidance), the Early Years Business, Sufficiency, Funding and Safeguarding team, and Data Teams, as directed by the Council. Failure to do so, within designated timescales will result in:
		+ An administration charge, payable by the Provider, with such sum either being deducted from the Providers next funding payment or where required by the Council, paid to the Council within 30 days of such demand or;
		+ Non-payment of the funding to the Provider.
	3. Where the Provider requests an adjustment to information previously submitted in respect of clause 3.2 to claim an increased amount of funding, the Council will where appropriate, adjust the funding amount payable, provided that the Provider pays to the Council’s its stated administration charge.
	4. Where the Provider requests an adjustment to information submitted as part of the termly headcount task in respect of clause 3.2, to apply for an increased amount of funding, no such adjustments will be agreed after the expiry of 2 weeks from the date that the final termly remittance was paid to the provider.
	5. Nothing in this clause (3) relieves the Provider of its obligation to inform the Council of any overpayment.
	6. Providers **must** ensure parental consent is obtained prior to submitting details of any child onto the Coventry Schools and Early Years Portal or any relevant school system used by the Provider, by asking Parents to fully complete and sign the annual Parent Funding Agreement provided by the Council to ensure Providers remain compliant with UK GDPR and Data Protection Act 2018.

# Safeguarding

* 1. The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in the City of Coventry. The Council have statutory functions under the 1989 and 2004 Children Acts which makes this clear, of which ‘Working together to Safeguard Children’ 2018 provides explanatory guidance.
	2. The Provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting concerns or actual abuse and neglect. The Designated Safeguarding Lead (DSL) must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The Provider must have regard to ‘Working together to Safeguard Children’ 2018 guidance when discharging its safeguarding obligations.

# Eligibility

* 1. The Provider should check original copies of identity documentation to confirm a child has reached the eligible age on initial registration for all Funded Entitlement Places. The Provider must make references to the checked documents and record this on the Parent Funding Agreement, to enable the Council to carry out audits to ensure compliance with the terms and conditions of Early Education Funded Places and fraud investigations.
	2. The Provider should offer places to eligible 2-year-olds on the understanding that the child remains eligible until they start the universal entitlement place for 3-and-4-year-olds.
	3. The Council will ensure that a child has a Funded Entitlement Place no later than the beginning of the school term following the child’s second or third birthday assuming the Parent meets the eligibility criteria for the Funded Entitlement Place.
	4. Where a Parent withdraws consent from the Provider to share funding information with the Council, the child will no longer be eligible to access their Funded Entitlement Place.
	5. Prior to offering either a 2-year-old funded place or an extended entitlement, 30-hour place, Providers must ensure the Parent and the child meet the eligibility criteria and have obtained the relevant code. Codes must be uploaded and verified on the Coventry Schools and Early Years’ Portal before offering a childcare place. Providers must also ensure the ‘***eligibility from’*** date is valid for the term in which they are claiming. Codes for 30-hour extended entitlement places will always be valid from the **start of the term, following the date the claim was approved**.
	6. Alongside the 30-hours code, which is the child’s unique 11-digit number, Providers must collaborate with Parents to complete the annual Parent Funding Agreement, to enable the Provider to receive confirmation and future notifications from the Council about the validity of the Parent 30-hours eligibility code.
	7. A child cannot be offered a new 30-hour extended entitlement place, if the code provided is in a ‘Grace Period’ (meaning of such Grace Period is set out in clause 7). The Parent would need to re-apply and the new extended hours entitlement place would begin at the start the following funded period.
	8. Providers have a duty to validate all 30- hour extended entitlement codes on the Coventry Schools and Early Years Portal, every 3 months. **Failure to do so will result in non-payment from the Council.**
	9. The Council will confirm the validity of the 30-hour extended entitlement eligibility codes to allow Providers to offer 30- hour places or eligible 3-and-4-year-olds. The Council will provide a validity checking service (The ‘Eligibility Checking System (ECS)’) to Providers to enable them to verify the 30-hours extended entitlement eligibility code. The ECS allows all local authorities to make instant checks for code validity.
	10. Thereafter, the Council will complete audit checks at 6 fixed points in the year, both at half-term and at the end of each funded period across the year (in line with the dates as listed in Table A below). It is the Council’s responsibility to notify a Provider where a Parent has fallen out of eligibility and inform them of the Grace Period end date. Notification of such information is provided via the Coventry Schools and Early Years Portal.
	11. Children attending a maintained, free school or academy reception class place, are not entitled to any additional funded hours outside the school reception class place.
	12. Children paying for a reception place in an independent school may be able to claim funding until the end of the term in which the achieves their 5th birthday.

Table A

|  |  |  |
| --- | --- | --- |
| **Date Parent receives ineligible****decision on reconfirmation:** | **LA audit date:** | **Grace Period End date:** |
| 1 Jan - 10 Feb | 11 February | 31 March |
| 11 Feb - 31 March | 1 April | 31 August |
| 1 April - 26 May | 27 May | 31 August |
| 27 May - 31 August | 1 September | 31 December |
| 1 September - 21 October | 22 October | 31 December |
| 22 October - 31 December | 1 January | 31 March |

# Post Census/Headcount Claims for 3-and 4-year-old Funding (PCH34)

* 1. The Provider must comply with the Council’s PCH34 process, prior to offering a child a Funded Entitlement Place.
	2. The Provider must ensure that the child meets the 3-and 4-year-old criteria to take up a place after the termly census/headcount date. [Early Years Providers 2, 3 and 4 year old Early Education funding – Coventry City Council](https://www.coventry.gov.uk/early-years-childcare/early-years-pvi-providers-2-3-4-year-old-early-education-funding/4)
	3. The Provider must seek approval from the Council prior to commencing the child’s Funded Entitlement Place and before entering onto the Coventry Schools and Early Years Portal.

# The Grace Period for Children in Receipt of Extended Entitlement Funding

* 1. A child will enter the Grace Period when the child’s Parents cease to meet the eligibility criteria set out in the ‘The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016’, as determined by Her Majesty's Revenue and Customs (HMRC) or a First Tier Tribunal in the case of an appeal.
	2. The Council will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the Grace Period via the ECS. The Grace Period end date will be automatically applied to eligibility codes.
	3. Where a parent presents an eligibility code that is in the grace period, a Provider must not offer a place to a child who is **taking up a 30-hour** extended entitlementplace for the first time at the provision. The Parent would need to re-apply and the place would then start at the beginning of the following funding period/term.
	4. The Council should continue to fund a place for a child who enters the Grace Period as set out in the ‘Early Education and Childcare Statutory Guidance for Local Authorities 2018’.

# Flexibility

* 1. Childcare provision must be offered within the national parameters on flexibility as set out in section A2 of the ‘Early Education and Childcare Statutory Guidance for Local Authorities 2023’.
	2. Providers can offer flexible packages of funded hours subject to the following standards which enable children to access regular, high-quality provision, whilst maximising flexibility for Parents and ensuring a degree of suitability for Providers:
		+ No session to be longer than 10 hours
		+ No minimum session length
		+ Not before 6.00 am or after 8.00 pm
		+ Sessions can take place on any day of the week, including Saturday and Sunday
		+ A maximum of two sites in a single day
		+ Meet the quality requirements as set out in regulations and in the Statutory Guidance
		+ No artificial breaks; Children should be able to take up their funded entitlement hours as part of continuous provision

Parents and Providers are aware that places can be delivered:

* + - Across 52 weeks of the year, if the Parent is stretching their child’s entitlement
		- Outside of maintained school term times
		- At weekends

Ensure that staff ratio and qualification requirements are always maintained, including over the lunch period.

* 1. The Provider will work with the Council and share information about the times and periods at which they are able to offer Funded Entitlement Places to support the Council to secure a sufficient number of high-quality flexible places to meet parental demand in the Local Authority. The Provider should also make information about their offer and admissions criteria available to Parents when a child first accesses a place.
	2. The Provider must not put any conditions regarding a child’s attendance level on their Funded Entitlement Place. All Providers including school led early years provision must provide support to the family, in order to help increase attendance levels.
	3. The Provider’s attendance data is not affected by the uptake of Funded Entitlement Places (applicable to academies and independent schools).
	4. The Provider must ensure that the Parent Funding Agreement is fully completed to ensure that
1. parental identification is clearly recorded
2. the setting that is delivering the Universal Entitlement (15-hours) is recorded
3. the setting that is delivering the Extended Entitlement (additional 15-hours) is recorded
	1. The Provider must explain to the Parent that if their eligibility for the Extended Entitlement is withdrawn, following the Grace Period; funding will only remain in place for the Universal Entitlement.

# Partnership Working

* 1. Partnership should be supported by the Council on four levels between:
		+ The Council and Providers
		+ Providers working with other Providers, including childminders, schools and any other organisations
		+ Providers and Parents
		+ The Council and Parents and Carers
	2. The Council will promote partnership working between different types of Providers, including childminders, across all sectors and encourage more Providers to offer flexible provision.
	3. The Provider shall ensure they consult the Council about any intentions to increase or decrease funded places and shall adhere to the ‘Early Years Entitlements: Operational Guidance for Local Authorities and Providers 2018’ as published by the Department for Education.
	4. The Provider will discuss and work closely with Parents to agree how a child’s overall care will work in practice if the Funded Entitlement Place is split across different Providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.
	5. Providers will ensure they are registered and create an account with the Coventry Family Information Directory Website. Providers **must** log in and update childcare vacancy information monthly, so that the information can be shared with users of the site including potential Parents.

# Special Educational Needs and Disabilities

* 1. The Council must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the ‘Special Educational Needs and Disability Code of Practice: 0 to 25 years (January 2015)’.
	2. The Provider must ensure owners and all staff members are aware of their duties in relation to the ‘SEND Code of Practice 2015’ and the ‘Equality Act 2010’.
	3. The Council must be clear and transparent about the support on offer in their area, through their Local Offer so Parents and Providers can access that support.
	4. The Provider will be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support Parents to choose the right setting for a child with SEND.

# Social Mobility and Disadvantage

* 1. The Council will use reasonable endeavours to promote equality and inclusion, particularly for disadvantaged families, Looked After Children (LAC), Child Protection (CP) and Children In

Need (CIN) removing the barriers of access to funded places and work with Parent’s to give each

child support to fulfil their potential.

* 1. The Provider will ensure they have identified disadvantaged 3- and 4-year-olds, within their setting as part of the process for checking EYPP eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
	2. The Provider will ensure that they have identified disadvantaged children in their setting as part of the process for checking 2-year funding eligibility and EYPP which is available to eligible children in receipt of universal early education entitlement funding.

# Quality

* 1. The Early Years Foundation Stage (EYFS) Statutory Framework, is mandatory for all

Providers and Ofsted registered early years’ providers in England. The EYFS sets the standards that all early years’ providers must meet to ensure that children learn and develop well and are kept healthy and safe.

* 1. Ofsted are the sole arbiter of quality for all early years and childcare provision in England. Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report the quality and standards of provision.
	2. The Council has a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for providers who are judged less than ‘Good’ by Ofsted or newly registered providers.
	3. For those providers judged by Ofsted as either ‘Requires Improvement’, ‘Inadequate’ or ‘Not Met’, they will be expected to engage in the Council’s ‘Provider Causing Concern Process’ in order to improve outcomes and the quality of the provision for children. This would also apply to any newly registered providers where concerns are raised by local authority officers or in relation to safeguarding.
	4. Provision must be offered 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 ‘EYFS Statutory Framework’.
	5. The Council will not fund providers who do not actively promote Fundamental British Values as defined in the Early Education and Childcare statutory guidance for Local Authorities (A1.39: April 2023) or promote as evidence-based views or theories which are contrary to established scientific or historical evidence and explanations.

# Business Planning

The Council will clearly set out the documentation that they need to receive from Providers to support payment and delivery of Funded Entitlement Places and the Funded weeks and payment schedule which Providers should follow when submitting required data, this includes setting out the importance of timely and accurate headcount/census returns.

* 1. The Council will not charge Providers, disproportionate penalties for providing late or incomplete information leading to additional administration in the process of Funded Entitlement Place/s. Any charges will be reasonable and proportionate to the inconvenience or costs incurred to the Council as a result of the late, incorrect or omitted data. The Council will ensure charges are clearly communicated to Providers.
	2. The Council will not carry out audit regimes which are disproportionate or are unnecessarily burdensome to Providers.
	3. The Provider will ensure they submit timely and accurate information, including, but not limited to, headcount data including forecast tasks, census data, annual Parent Funding Agreements and invoices, as per the financial guidelines of the Council. Failure to do so may result in inaccurate, or delayed payments or the Council suspending funding.
	4. The Provider will maintain accurate financial and non-financial records relating to Funded Entitlement Places and shall give the Council access on reasonable notice to all financial and non- financial records relating to Funded Entitlement Places funded under this Agreement, subject to confidentiality restrictions.

# Charging

* 1. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of high-quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services. Parents can therefore be expected to pay for these, although these charges **must be voluntary** for the Parent.
	2. The Provider shall ensure all the Funded Entitlements shall be free at the point of delivery in accordance with the requirements set out in the ‘Early Years Entitlements: Operational Guidance 2018’, page 33 and page 34.
	3. The Provider may charge for meals and snacks for those pupils attending a Funded Entitlement Place and they can also charge for consumables such as nappies or sun cream and for services such as trips and music tuition. Parents should therefore expect to pay for these, although these charges **must be voluntary** for the Parent. Where Parents are unable or unwilling to pay for meals and consumables, Providers who choose to offer a Funded Entitlement Place are responsible for setting their own policy on how to respond. The policy should include information which allows parents to supply their own meals or how they can waive or reduce the cost of meals and snacks. The policy should include information for Parents in relation to healthy lunch box options. Providers should be particularly mindful of the impact of additional charges on the most disadvantaged Parents.
	4. The Provider will deliver the Funded Entitlement Places consistently so that all children accessing any of the Funded Entitlement Places will receive the same quality of access to provision, regardless of whether they opt to pay for optional hours, services, meals and consumables.
	5. The Council should not intervene where Parents choose to purchase additional hours of provision or additional services, providing that this does not affect the Parents ability to take up their child’s funded place. The Provider should be completely transparent about any additional charges.
	6. The Provider should publish their admissions criteria and ensure Parents understand which hours/sessions can be taken as a funded provision. Not all Providers will be able to offer fully flexible places but Providers should work with Parents to ensure that as far as reasonably possible the pattern of hours are convenient for Parents working hours.
	7. The Provider should not place a condition of regular attendance on a Funded Entitlement Place.
	8. The Provider is expected to have a policy in place which supports and promotes prompt and regular attendance, including strategies to work in partnership with families and to identify any underlying issues.
	9. The Provider can charge Parents a deposit to secure their child’s funded place but should refund the deposit in full to Parents by the end of the first funding term in which the Provider has successfully claimed funding for the child.
	10. The Provider will not charge a deposit to the Parent of a child taking up a 2-year funded place.
	11. The Provider cannot charge Parents ‘top-up’ fees (this is the difference between a Providers usual fee and the funding they receive from the Council to deliver funded places).
	12. The Provider will not charge Parents a registration fee, as a condition of taking up their child’s 2-, 3- or 4-year-old funded place.
	13. The Provider must ensure invoices and receipts are clear, transparent and itemised, allowing Parents to see that they have received their funded entitlement completely free of charge at the point of delivery and understand fees paid for additional hours and/or services. This information should be easily reconcilable with the Providers published fee information. Invoices should clearly show the number of free/funded hours taken in the invoice period. The Funded Entitlement must not be represented to Parents as a monetary value. The Provider will also ensure that invoices contain their full details so that they can be uniquely identified as a specific Provider.

# Funding

* 1. The Provider must accurately complete the Parent Funding Agreement prior to a child starting and submitting information onto the Coventry Schools and Early Years Portal, by the required dates.
	2. The Provider must ensure that Parents identify on the Parent Funding Agreement the setting that is delivering the universal offer and the setting that is delivering the extended offer.
	3. The Provider must ensure any changes to the Parent Funding Agreement are clearly recorded, signed and dated by both parties each term.
	4. Where a child moves to another Provider after the headcount date, the original Provider who made the claim, is entitled to retain the Early Years Funding for the term in which the child was moved. The original Provider may be willing to share the funding with the new early year’s Provider but there is no requirement for them to do so. If they choose not to share the Early Years Funding, this may result in the Parent being charged for any early year’s provision that they access for the remainder of the current funding period.
	5. If the child is Looked After by a Local Authority, the Provider **must** transfer the remaining funded weeks to the new Provider.
	6. Where a Provider terminates a child’s Funded Entitlement Place after the termly headcount/census date, the Provider will be required to transfer funding for the remaining weeks in the term, to the child’s new provider.
	7. Notwithstanding clause 15.4, if the Provider’s Ofsted registration is suspended or cancelled the Provider shall transfer any Early Education Funding received for the period starting on the date of Ofsted suspension or cancellation until the expiry of the funding term to any new Provider providing the Funded Entitlement Places for the same period.
	8. Where a child moves to another Provider before the termly headcount date, the original Provider will not be able to claim funding for the child that term. This may result in the Parent being charged for any Funded Entitlement hours the child accessed before leaving.
	9. The Council shall provide Early Education Funding for 2-, 3- and 4-year-olds at an hourly rate of **£5.55** for eligible **2-year-olds** and **£4.43 for 3-and-4-year-olds**. In addition to the rate for 3- and 4-year-olds, a **deprivation supplement of £1.33** will be made available for eligible children.
	10. The Council shall pay Providers the Disability Access Fund (DAF) in respect of eligible children.
	11. The Council shall pay Providers the Early Years Pupil Premium (EYPP) in respect of eligible 3- and 4-year-old children.
	12. Rates and eligibility criteria are subject to change each financial year.
	13. A childminder cannot claim funding for providing childcare to their own children or a related child (e.g., Niece, Nephew, or Grandchild) as stated in the Early Education and Childcare Statutory Guidelines for the Local Authority.
	14. It is important that Providers, notify the Council as soon as possible if a child is due to be absent for more than 4 weeks or is absent during headcount week for reasons such as holiday or sickness, otherwise the claim will not be deemed legitimate.
	15. If the Provider transfers ownership of its company or otherwise ceases to operate from the premises providing the Funded Entitlement Places, then the Provider shall transfer any Early Education Funding for the period that they are no longer providing Funded Entitlement Places to any new Provider providing the Funded Entitlement Places for the same period.
	16. For payment periods please refer to the ‘Funded Weeks and Payment

<https://www.coventry.gov.uk/early-years-childcare/early-years-pvi-providers-2-3-4-year-old-early-education-funding>

# Funding Periods

* 1. Early years funding periods are closely aligned with school term dates but, may **not be exactly the same**. Providers are given a maximum number of hours and weeks within each funding period and are required to agree with Parents how these are offered and accessed.
		+ The Autumn period is between 1 September and 31 December
		+ Spring is between 1 January and 31 March
		+ Summer is between 1 April and 31 August

## 2-Year-Old Early Education Entitlement Place (15 Hours)

A child whose family meet the criteria, will be **eligible** to take up a funded place from the start of the term **after** their second birthday, for example:

|  |  |
| --- | --- |
| **Eligible** children born in the period 1 January to 31 March: | Can access a place from 1 April **following** their second birthday |
| **Eligible** children born in the period 1 April to 31 August: | Can access a place from 1 September **following**their second birthday |
| **Eligible** children born in the period 1 September to 31 December: | Can access a place from 1 January **following** their second birthday |

## 3-and-4-year-old Universal and Extended Entitlement (15 or 30 hours)

All children become eligible for an Early Education Funded Place from the start of the term **after**

their third birthday for example:

|  |  |
| --- | --- |
| Children born in the period 1 January to 31 March: | Can access a place from 1 April **following** their third birthday |
| Children born in the period 1 April to 31 August: | Can access a place from 1 September **following**their third birthday |
| Children born in the period 1 September to 31 December: | Can access a place from 1 January **following** their third birthday |

# Compliance and Document Retention

* 1. Providers **must** retain and hold for a period of **18 months** the following documents that are created as a result of this Agreement:
		+ Parent Funding Agreements
		+ Children’s attendance records
		+ Invoices that clearly show:
			- The Provider’s name, address, email and telephone details
			- Details of the Parent and child for whom the invoice has been generated
			- Invoice period date and invoice number
			- Total number of funded hours and weeks allocated for the term
			- The number of funded hours allocated in the invoice period. This must be

shown in hours and not in monetary terms

* + - * The number and cost of any ‘privately paid for’ hours
			* The cost of any voluntary consumables, services, trips or additional activity charges that the Parent has agreed to purchase
			* The cost of any meals and snacks the Parent has voluntarily, agreed to purchase
		- No invoices are required, where a Parent does not access additional paid hours or purchase services, activities, meals, snacks and/or consumables
		- All other documentation that the Provider holds in relation to the provision of Funded Entitlement Places
	1. The Council may carry out monitoring checks and/or audits on Providers to ensure compliance with the requirements of delivering the Funded Entitlement Places and the Provider shall provide such reasonable assistance to the Council as it requires.
	2. Where the Council finds a Provider is not compliant with the requirements of delivering the Funded Entitlement Places and an action plan issued, following an audit, or where a Provider fails to engage in the audit, they will be required to enter into the Provider Causing Concern Process. Where improvements are not made by the Provider to ensure compliance, this process may ultimately result in the removal of the Providers ability to deliver funded places.
	3. Monitoring checks and/or audits will be carried out at intervals deemed appropriate by the Council. Providers will be selected either at random, or in response to complaints or irregularities or where there are concerns that the Provider is not delivering Funded Entitlement Places in accordance with the requirements of this Agreement and the Statutory Government documents.
	4. The Provider will make available to the Council the documents set out in clause 17.1 on the Council’s request.
	5. Upon carrying out the monitoring and / or auditing checks, should the Council find that the Provider has been overpaid in respect of the Providers provision of Funded Entitlement Places then the Council will inform the Provider of such finding and the Provider will repay to the Council such overpayment sums as directed.
	6. The Council will set out recommendations in writing, which clearly state what the Provider must do to become compliant and will give a timescale for these actions to be implemented.

# Termination and Withdrawal of Funding

* 1. Without affecting any other right or remedy available to it, the Council may terminate or suspend this Agreement and withdraw funding in whole or part with immediate effect by giving written notice to the Provider if:
1. The Provider has its registration suspended or cancelled by Ofsted;
2. The Provider is rated ‘Inadequate’ by Ofsted;
3. The Provider receives an Ofsted inspection judgement of ‘Not Met’;
4. The Provider is a childminder who is registered with a childminding agency who have received two consecutive ‘ineffective’ judgement.
5. The Provider in relation to the care of 2-year-olds, receives a judgement of ‘Requires Improvement’;
6. The Provider is subject to Ofsted enforcement action or has been found to have ineffective safeguarding practices by Ofsted;
7. The Provider is a newly registered Provider who has not yet had an inspection report published by Ofsted and fails to comply with the terms of this Agreement;
8. The Provider breaches its statutory requirements (including the particular conditions specified at A4.18 of the ‘Early Education and Childcare Statutory Guidance’) or National / Council safeguarding requirements;
9. The Provider is in breach of this Agreement and fails to provide satisfactory evidence to the Council that it has remedied such a breach within 14 days of the Council notifying the Provider of such breach;
10. The Provider becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
11. The Provider ceases to occupy any premises from which it administers the Funded Entitlement Places;
12. The Provider breaches clause 23;
13. The Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
14. The Provider does not actively promote fundamental British values or they promote views or theories as fact which are contrary to established scientific or historical evidence explanations;
15. The Provider does not sign and return this Funding Agreement dated 1 September 2023 – 31 August 2024;
16. The Provider acts fraudulently; or
17. The Provider fails to carry out the actions required by the Council in the timescale required by the Council when engaged in the Provider Causing Concern Process
	1. Where the Council deems appropriate, it will aim to provide up to half a terms notice, to the Provider that funding is being withdrawn. The Provider must inform Parents that this action is being taken. The Council will support Parents to secure an alternative provision as soon as is practicable, taking into account continuity of care for children who are already taking up Funded Entitlement Places with the Provider. The Council will inform Ofsted.
	2. Providers must give half a term’s notice, in writing to the Council, if they wish to stop offering Funded Entitlement Places by submitting the online Termination of Agreement to deliver Early Education Entitlement Places. The Provider shall reimburse the Council for any overpayments in accordance with clause 19. The Council will implement its corporate debt recovery policy where necessary.

# Consequences of Termination

* 1. In the event of termination of this Agreement pursuant to clause 18, the Provider is required to repay to the Council on a pro rata basis any sum of money received for the current Funding Period of which the Provider will no longer be providing Funded Entitlement Places.

# Appeals Process

* 1. The Provider may be denied approval to offer the Funded Entitlement Places or have the funding withdrawn as set out above. The Provider can appeal against that decision.
	2. The Providers wishing to appeal this decision:
		+ Will respond in writing to the Provider Causing Concern Panel within 5 working days of receipt of the notification letter, clearly stating the grounds for appeal
		+ The appeal will be considered by senior leaders of the Council following which a response will be communicated, in writing within 10 working days

# Complaints Process

* 1. Where the Parent is not satisfied that their child has received their Funded Entitlement Place in accordance with the legislation or as set out in these terms and conditions, in the first instance they must discuss their concerns with their Provider. If the Parent feels that the concern has not been satisfactorily addressed by the Provider, the Parent will be able to raise their concern with the Council by completing the online Parents and Carers Early Years Funding Concerns form at: [https://www.coventry.gov.uk/info/360/parents/2054/parents\_and\_carers 2\_3\_and\_4\_year\_old\_early\_education\_funding](https://www.coventry.gov.uk/info/360/parents/2054/parents_and_carers__2_3_and_4_year_old_early_education_funding)
	2. The Provider must have a complaints procedure in place that is published and accessible for Parents who are not satisfied their child has received the funded entitlement in the correct way, as set out in the terms and conditions in the ‘Early Education and Childcare Statutory Guidance for Local Authorities’ and the ‘Early Years Entitlements: Operational Guidance for Local Authorities and Providers’.

# Freedom of Information

* 1. The Provider acknowledges that the Council has a legal responsibility to make information available under the Freedom of Information Act 2000 (‘the Act’).
	2. The Provider shall give reasonable assistance to the Council to comply with the Act.
	3. In particular, the Provider shall supply all such information and records (together with reasonable assistance to locate the same) which are needed by the Council to comply with its obligations under the Act.
	4. The Council shall have the discretion to disclose any information which is subject of this Agreement to any person who makes a request under the Act and which in the opinion of the Council it has to disclose to discharge its responsibilities under the Act.
	5. When exercising its right under sub-clause 3 above, the Council shall consult the Provider and may take account of any reasonable suggestions made by it.
	6. The Council shall not be responsible for any loss, damage, harm or detriment however caused arising from disclosure of information relating to this Agreement under the Act.

# Assignment and Other Dealings

* 1. The Provider shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the Council’s prior written consent.

# Set Off

* 1. The Council shall be entitled without notice to the Provider to set-off, withhold or deduct any liability of the Provider to the Council against any liability of the Council to the Provider, whether or not such liability is present or future, liquidated or unliquidated, and whether or not such liability arises under this Agreement.

**PLEASE READ CAREFULLY**

* + - Information kept about children (in any medium) is regarded as personal data. Data must be managed in accordance with the requirements of the Data Protection Act 2018 and UK GDPR. Staff with access to personal data should be made aware of their responsibilities under the Act.
		- For the purposes of the Data Protection Act 2018, the Council is a data controller and the Provider is also a separate data controller.
		- Organisations that process personal data must be registered with the Information Commissioners Office (ICO) as a Data Controller / Processor. The website [www.ico.gov.uk](http://www.ico.gov.uk/) gives further information about data protection. The Provider will share children’s personal data with the Council. Therefore, Parents must be made aware of this when joining the Provider and providing information. This can be through use of the Privacy Summary with link to the Privacy Notice. Consent for the sharing of information relating to children must be explicitly sought and a Parent signature obtained at the point of the child’s admission to the provision.
		- The details shared by the Provider will only be used to ensure compliance with the funding claim procedures. We must protect the public funds we handle and so we may use the information you have provided on this form to prevent and detect fraud. We may also share the information, for the same purpose, with the Department of Education that handle public funds.
		- A copy of this information has been made and will be stored securely in compliance with the Data Protection Act 2018 / UK GDPR.

These terms and conditions are informed by the following Department for Education documents:

* + - Early Education and Childcare Statutory Guidance 2023
		- Early Years Entitlements: Operational Guidance for Local Authorities and Providers 2018 Additionally, Coventry’s Childcare Provider Handbook for EEF

END.