

# Cambridgeshire Free Early Years Funding Agreement

Effective from 1 September  
2017

## Contents

<b>Section</b>	<b>Description</b>	<b>Page</b>
1,2,3	Definitions, Term, Legislation and Statutory Guidance	<b>3, 4</b>
4	Key Responsibilities	<b>4</b>
5	Safeguarding	<b>5</b>
6	Eligibility	<b>5</b>
7	Free Early Learning and Childcare Entitlements	<b>6</b>
8	Flexibility	<b>6</b>
9	Other Statutory Requirements	<b>7</b>
10	Business Planning/Financial Accountability	<b>7</b>
11	Charging	<b>9</b>
12	Funding	<b>10</b>
13	Compliance	<b>12</b>
14	Complaints Process	<b>14</b>
15	Termination and withdrawal of Funding	<b>14</b>
16	Appeals Process	<b>15</b>
17	Variation	<b>16</b>
18	Governing Law and Jurisdiction	<b>17</b>
Appendix 1	Definitions and Interpretation	<b>18</b>
Appendix 2	Other Contract Terms and Conditions	<b>20</b>
Appendix 3	Free Early Learning and Childcare Entitlements: 2-year-olds	<b>26</b>
Appendix 4	Free Early Learning and Childcare Entitlements: 3-and 4-year-olds	<b>28</b>
Appendix 5	Invoice Sample	<b>31</b>
Appendix 6	Other Statutory Requirements	<b>32</b>
Appendix 7	Cambridgeshire Parent/Carer Declaration	<b>34</b>
	Provider Declaration for Signature	<b>37</b>

## Background

(A) This Agreement for the provision of Free Early Years Funding (FEYF) has been created in accordance with the expectations set out by the Department for Education in its published Model Agreement dated March 2017.

(B) This Agreement applies to the 15 hour entitlement for FEYF for the most disadvantaged two-year-olds, the 15 hour entitlement for FEYF for parents of three- and four-year-olds (the universal entitlement) and the 30 hours entitlement for FEYF for working parents of three- and four-year-olds (the extended entitlement).

(C) The Parties acknowledge that the quality of a child's development up to the age of five has a huge bearing on all aspects of the rest of their life. The FEYF is intended to be used to set the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe. It promotes teaching and learning to ensure children's 'school readiness' and gives children the broad range of knowledge and skills that provide the right foundation for good future progress through school and life.<sup>1</sup>

(D) This Agreement does not replace, supersede or negate the requirements or expectations set out in legislation, other published statutory guidance or government advice in relation to the provision of FEYF. The Council and the Provider must comply with all relevant legal obligations.

It is hereby agreed as follows:

### 1. Definitions and interpretation

1.1 The definitions which apply in this Agreement are found in **Appendix 1**.

### 2. Term

2.1 This Agreement shall take effect on the Commencement Date and shall continue until such time as it is terminated in accordance with its conditions.

---

<sup>1</sup> Statutory Framework for the Early Years Foundation Stage 2017. Setting the standards for learning, development and care for children from birth to five.

### 3. Legislation and statutory guidance

3.1 The following frameworks and legislation underpin this agreement and the Council and the Provider shall comply with such frameworks and legislation and all other relevant legislation:

- Early Education and childcare, Statutory guidance for Local Authorities 2017
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School admissions code 2014
- Statutory framework for the Early Years Foundation Stage 2017 (EYFS)
- Council, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
- Special educational needs and disability code of practice: 0 to 25 years 2015
- Data Protection Act 1998.

### 4. Key Responsibilities

#### Cambridgeshire County Council responsibilities:

- 4.1 The Council must secure a free entitlement place for every eligible child in their area;
- 4.2 The Council should work in partnership with providers to agree how to deliver free entitlement places;
- 4.3 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; and
- 4.4 The Council must contribute to the safeguarding and promote the welfare of children and young people in their area.

#### Provider responsibilities:

- 4.5 The Provider must comply with all relevant legislation and insurance requirements;
- 4.6 The Provider should deliver the free entitlements 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 should be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing the free entitlements should receive the same quality and access to provision;

- 4.7 The Provider must follow the Early Years Foundation Stage 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.
- 4.8 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.

## 5. Safeguarding

- 5.1 The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working together to safeguard children' 2015 guidance<sup>2</sup> sets these out in detail.
- 5.2 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 suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The provider must have regard to 'Working Together to safeguard Children' 2015 guidance.

## 6. Eligibility

- 6.1 The Provider must ensure that the "Parent/Carer Declaration Form" (attached as appendix 7) is given to, completed and signed by all parents for whom a Provider is making a claim for free early years funding.

---

<sup>2</sup>[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/592101/Working\\_Together\\_to\\_Safeguard\\_Children\\_20170213.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/592101/Working_Together_to_Safeguard_Children_20170213.pdf)

- 6.2 It is the responsibility of the Provider to check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. The Provider may either retain paper or digital copies of documentation to enable the Council to carry out audits and fraud investigations. Where the Provider retains a copy of documentation this must be stored securely, in accordance with data protection and privacy requirements and deleted when there is no longer a good reason to keep the data.

## 7. Free Early Years Funding Entitlement

The Provider is responsible for ensuring that all children meet the requirements for any of the free entitlements appropriate to their age. The requirements are set out as follows:

- Free Early Learning and Childcare for Two Year Olds – **Appendix 3**
- Free Early Learning and Childcare for Three and Four Year Olds – Universal and Extended Entitlement – **Appendix 4**

## 8. Flexibility

- 8.1 The Provider should work with the Council and share information about the times and periods at which they are able to offer free entitlements to support the Council to secure sufficient stretched and flexible places to meet parental demand in the local authority area. The Provider should also make information about their offer and admission criteria available to parents prior to accepting a place at their setting.
- 8.2 Provision must be offered within national parameters on flexibility set out in Section A2 of Early Years Education and Childcare Statutory Guidance for Local Authorities. Where the Provider is unable to offer the full entitlement to parents/carers per week but operate over at least 38 weeks per year, it should inform parents that they can take the remainder of their entitlement with another provider.
- 8.3 Where the Provider opens for less than 38 weeks of the year it should make parents aware that they can take up the rest of their entitlement with another provider.
- 8.4 Parents/carers can choose to split funded hours with a Council Maintained School Nursery/Academy Nursery and any other Provider that is not local

authority (Council) or school/academy controlled. Parents can split their free entitlement between multiple providers, though no more than two sites in one day.

- 8.5 A stretched offer is at the discretion of the Provider. Children starting at a Provider part way through a term should be offered a funded place based on the amount of funded weeks left in the term.
- 8.6 The Provider acknowledges that parents may make claims for FEYF places from more than one provider but there must not be provision across more than two sites in one day. This is to allow parents flexibility to use wraparound provision for short periods to meet their working needs. The minimum time period which can be claimed by a Provider in Cambridgeshire will be 30 minutes. The Parent/Carer Declaration has space for the parent to give the name of the other provider/s and the claim/s being made there.

## 9. Other requirements of the Model Agreement

The DfE guidance requires reference to the following conditions of funding for all providers as detailed in **Appendix 6**.

## 10. Business planning/Financial Accountability

- 10.1 The Providers must register to use the online Provider Portal to submit headcounts and claims within the times and periods requested by the EYF Team.
- 10.2 The Provider will maintain accurate financial and non-financial records, including attendance, relating to early FEYF places and will give the Council access on reasonable notice to all financial and non-financial records relating to FEYF places funded under this Agreement, subject to confidentiality restrictions.
- 10.3 The Provider must allow representatives of the Council to visit the premises at all reasonable times and make available records upon reasonable request as part of a fiscal and compliance audit. This will ensure that the Provider is using public funds paid to them in an appropriate and lawful manner, and in accordance with the terms of this Agreement. The Provider shall reimburse the Council upon demand where any over-payments of funding have been made.

- 10.4 Where the Provider has knowingly or negligently submitted fraudulent claims and received payment, the Council may terminate this agreement with immediate effect and will report the Provider to the appropriate authorities.
- 10.5 The Provider should maintain a specific bank account for their provision and funding will only be paid into this account. This account must be of dual-signatory type, except where the Provider is a sole trader, for example a childminder.
- 10.6 The Provider must retain records, either paper, or electronically, regarding children for whom FEYF was claimed for, for a minimum period of 6 years after the child has left the provision.
- 10.7 The Provider is solely responsible for submitting the correct details of children and claims on time as requested by the EYF Team. Failure to do so will result in payments not being made on time to the Provider.
- 10.8 The annual Schools Census or Early Years Census, as appropriate, must be completed in full by Providers at the time requested by the Council. The parameters of the Census are determined by the Department for Education. Notice and information will be given to the Provider; failure to return the Census in full and within the timeframe stated by the Council will result in funding being withheld from the Provider.
- 10.9 The Early Years National Funding Formula (EYNFF) determines the baseline and deprivation rates that the Council uses to fund the Provider for FEYF. Where the Provider is a new provider it will be informed of such rates when it joins the scheme in Cambridgeshire. Where the Provider is an existing provider - it will be notified of rates at the start of the financial year and will be consulted regarding any future proposals. Further information on the EYNFF is found in the DfE Statutory Guidance March 2017.
- 10.10 If the child is taking a FEYF place during the term time period (38 weeks) the funding must be deducted by the Provider over the 38 weeks only. The Provider may not invoice parents on a pro-rata or stretch basis unless the child is actually taking a FEYF place on a stretch basis (more than 38 weeks).
- 10.11 The Provider must provide details of the total FEYF hours supplied to the child during the invoice period and not the monetary value of the FEYF hours on the parent/carers invoice. This is so the parent/carers can clearly identify the funded place has been applied as claimed for by the Provider and so the Council can easily ascertain the payments made in any Provider/Parental appeal or audit. A sample invoice is shown at **Appendix 5**.

- 10.12 The Council will clearly set out a timetable before the beginning of every term so the Provider is aware in advance of key dates, when claims will need to be submitted and when payments are planned to occur.
- 10.13 The Provider will ensure that it submits timely and accurate information, including but not limited to headcount data, census and sufficiency data, Parent/Carer Declarations and invoices, in accordance with the published administrative guidance for Providers. Failure to do so may risk a penalty, delayed or suspended funding.
- 10.14 The Council will not charge the Provider disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of FEYF. Any charges should be proportionate to the inconvenience or costs incurred to the Council as a result of the lateness or incompleteness of the information provided and the Council will ensure charges are clearly communicated to the Provider.
- 10.15 The Provider must inform the EYF Team if it is closing down permanently, so payments can cease on the appropriate date.

## 11. Charging

- 11.1 The Provider must deliver FEYF places completely free of charge to parents.
- 11.2 It is at the Providers' discretion how it offers FEYF places to children and families in line with their own business model. The Provider must determine and then clearly advertise what times of the day and the days of the week that FEYF places can be taken at the provision, in line with the parameters within this Agreement and statutory guidance.
- 11.3 Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
- 11.4 The Provider may charge for meals and snacks as part of a free entitlement place and they may also charge for consumables such as nappies or sun cream and for services such as trips and yoga. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, the Provider is responsible for setting its own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals.

- 11.5 The Provider should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
- 11.6 The Council will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place. The Provider must be completely transparent about any additional charges.
- 11.7 The Provider should publish its admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all providers will be able to offer fully flexible places, but the Provider should work with parents to ensure that as far as possible the pattern of hours are convenient for parents' working hours.
- 11.8 The Provider can charge parents a deposit to secure their child's free place but must refund the deposit in full to parents once their child has taken up their place within a reasonable time scale. Deposits taken in respect of hours subject to a private arrangement between the parent and Provider will be refunded at the discretion of the Provider and in accordance with the terms and conditions of that private arrangement.
- 11.9 The Provider cannot charge parents "top-up" fees (the difference between a provider's usual fee and the funding they receive from the Council to deliver free places) or require parents to pay a registration fee as a condition of taking up their child's free place.
- 11.10 The Provider should ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their free entitlement completely free of charge and understand fees paid for additional hours. The Provider will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.

## 12. Funding

- 12.1 The Council will pay the Provider on a monthly basis by September 2018 following discussion with and unless the Provider requests and the Council agrees to continue an existing alternative sustainable method of payment.
- 12.2 Timetables for each term are posted on the webpage. The Provider will accurately complete and submit headcount and other necessary data returns

by the agreed date to support the Council to make payment. Late submissions may impact on the timing of individual payments.

- 12.3 FEYF claims are collected using a secure online portal system. The Provider needs to be registered to use the online portal to submit their claims, download payment schedules, EYPP reports and Extended Entitlement reports. Providers will be issued with a user ID which starts with 'EYHC' followed by a unique number.
- 12.4 Up until the deadline given in the timetable each term, changes may be made to claim submissions. After that deadline, any changes involving another provider in Cambridgeshire would need to be made independently through private arrangements and the EYF team would not be involved unless the situation was exceptional. However, if a child fits into one of the following categories, it may be possible for the EYF team to make the amendment depending on the circumstances:
- Traveller children
  - Asylum seekers
  - Children in care
  - Families currently in receipt of Family Worker support (through a Children's Centre)
  - Serious illness in the immediate family
  - Social care involvement
  - Service children<sup>3</sup>
  - Families living in hostel, refuge or other temporary accommodation
  - Financial hardship<sup>4</sup> (low income families)
- 12.5 Amendments made after the online form closes may be made by emailing the EYF team with the first initial and surname of the child and all relevant claim details. No amendment will be taken where an over-claim arises. Where a claim involves the Provider and one or more other providers, the Provider must liaise with the other providers and agree a resolution to enable a new split of hours and weeks. This must be done by the deadline for changes.
- 12.6 As changes may be made up until just after half term, it is expected that the Provider will negotiate during this period with the parent if they wish to leave their current provision and take up a place elsewhere. The Parent/Carer Declaration states that 'the provider is not obliged to end the claim without

---

<sup>3</sup> Children from families where one or more parents is currently in the British armed forces of the United Kingdom of Great Britain and Northern Ireland.

<sup>4</sup> For example, families coming off benefits to take up work, increased work hours requiring increased childcare, job seeking etc

reasonable notification and negotiation unless there are exceptional circumstances’.

12.7 Circumstances may arise where a child will need to move before the end of the term and the provider will need to relinquish the funding for the remainder of the term. In these exceptional circumstances, the EYF team will assist the transfer of funding. The following are the exceptions under which an agreement will need to end early, where:

- there is intervention through Social Care or a Children’s Centre Family Worker supporting the family, and a safeguarding issue has been identified for the child;
- the residence of the child is affected and emergency relocation is required through, for example, serious illness, domestic violence, fire, flood, re-possession of house;
- there has been a substantial and unforeseen change in the circumstances of the family, which affects the child’s continued attendance at the setting;
- Additional needs have been identified and the provision is identified as not, or no longer, suitable to support those needs.

12.8 Where too many hours are claimed by the Provider and one or more providers for the same child, payment will be withheld for that child until the matter is resolved. Where a payment has already been made, the amount that has been over-paid will be deducted the Council from the next payment to the Provider or the Council may invoice the Provider for the amount.

12.9 There is no deadline for adding new children to claims and the Provider is requested to email the EYF team to ask for a call back. New children will be any who have no existing claim in Cambridgeshire. The Provider acknowledges and agrees that new children may only be added for the universal entitlement. Families newly eligible for the 30 hours must wait until the following term to claim.

12.10 Payment schedules will be produced in the Provider Portal once a term and will be available for download for one month. The Council may impose a charge for producing additional copies of schedules after the one month period.

## 13. Compliance

13.1 The Council will carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the free entitlements. This will usually occur as part of a rolling timetable, which will ensure that the Provider

is audited at least once every three years. The Provider must when required complete and return a short questionnaire designed to allow providers to evidence and re-confirm their compliance with the funding terms and conditions.

- 13.2 The Council will undertake an audit visit which will provide an opportunity for the Providers to discuss any matters arising, to clarify any points regarding its funding and for the Council to help the Provider to comply with this Agreement and, if needed, to provide guidance where any changes in practice need to be made.
- 13.3 The Provider shall ensure all relevant staff who handle admissions into the Setting are aware of the conditions of this Agreement and that such staff are aware of the FEYF package the Provider offers to parents.
- 13.4 The Provider **must** publish its offer of FEYF places in advance of children taking up a placement (and the expected monetary value). This includes how a FEYF place can be taken, term time only or 'stretched' and the hours of the day that are classed as funded. Parents/ carers **must** clearly see that they are receiving the child's entitlement free for the equivalent claimed for FEYF hours.
- 13.5 The Provider is responsible for ensuring the child is age eligible for a funded place and ensure all parents/legal guardians understand and can access the Council's Privacy Notice. The Providers must check with the parent that the child does not receive either the full or part of the entitlement at another provider.
- 13.6 Where extended absences occur for medical reasons, appropriate support should be given to the family depending on their needs. Keeping a place open may smooth the way for a phased return and the best approach should be agreed with the parent and any professional working with the family. Extended absences due to visiting family can be included as part of the claim for a maximum of one month. If a child has been absent for 4 weeks within the same term, the Provider must contact the EYF Team.
- 13.7 The Provider acknowledges that the definitions of childcare and early years provision, under section 18 and 20 of the Childcare Act, specifically exclude a child's relatives from claiming funding for the 15 hour entitlement. This also means childminders cannot claim for children who are relations, this includes when a registered childminder is providing foster care to a child. Claiming in such circumstances could be considered as a fraudulent claim and all monies will be re-claimed by the Council.

## 14. Complaints process

- 14.1 When a parent believes that their chosen Provider has not acted in accordance with the provisions of this agreement, legislation and/or published statutory guidance in accordance with the legislation they should first discuss this directly with the Provider.
- 14.2 The Provider must ensure it has 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 agreement and in Early Education and Childcare Statutory guidance for Local Authorities.
- 14.3 Where any parent makes a complaint to the Council it will instigate a full investigation and may undertake a visit to the Provider and undertake a full audit as set out in clause 20.1 above.
- 14.4 If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Council Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

## 15. Termination and withdrawal of funding

- 15.1 The Council may terminate this Agreement forthwith and withdraw funding by serving notice in writing upon the Provider where:
  - (a) the Provider's registration with Ofsted is suspended; or
  - (b) the Provider is in breach of any statutory requirement; or
  - (c) the Provider is in breach of any safeguarding requirement,
- 15.2 Where the Council has undertaken an investigation in accordance with procedures outlined in Section 13 above and has identified that the Provider has not adhered to the provisions of this Agreement or complied with legislation and published statutory guidance, the Council may terminate this Agreement forthwith with immediate effect and withdraw funding.
- 15.3 The Council may terminate this Agreement forthwith and withdraw funding by serving notice in writing upon the Provider as required by regulation 7 (Termination of the arrangements) of the Council, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 and regulation 37 (Arrangements between local authorities and early years providers: termination) of The

Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016.

<http://www.legislation.gov.uk/ukxi/2016/1257/regulation/37/made>

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/298757/Section\\_7A\\_9A\\_regulations\\_-\\_PDF.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/298757/Section_7A_9A_regulations_-_PDF.pdf)

- 15.4 Where the Provider wishes to withdraw from the FEYF places scheme it may terminate this Agreement by serving written notice of at least 28 days upon the Council.

## 16. Appeals Process

- 16.1 The Provider may be denied approval to offer the free entitlements or have their funding withdrawn as set out in clause 15.2 above. The Provider can appeal against that decision.
- 16.2 If an appeal arises out of or in connection with this agreement or the performance, validity or enforceability of it (appeal), then the parties shall follow the procedure set out in this clause.
- 16.3 Either party shall give to the other written notice of the appeal, setting out its nature and full particulars (Appeal Notice), together with relevant supporting documents. On service of the Appeal Notice, the Authorised Representatives (Early Years Funding Team) shall attempt in good faith to resolve the appeal;
- 16.4 If the Authorised Representatives fail to resolve the appeal within 14 days of service of an appeal notice, then either party, by notice in writing to the other, may refer the appeal to Head of Service – Early Years Service and Head of Service – 0-19 Place Planning and School Organisation Service who shall co-operate in good faith to resolve the appeal as amicably as possible within 14 days of service of such notice.
- 16.5 If the Head of Service – Early Years Service and Head of Service – 0-19 Place Planning and School Organisation Service fail to resolve the appeal in the allotted time, then the Appeal Procedure shall be deemed exhausted.
- 16.6 Recourse to this appeal procedure shall be binding on the parties. Accordingly all negotiations connected with the appeal shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the

jurisdiction of the courts or any other form of arbitration until 21 days after the parties have failed to reach a binding settlement by mediation (at which point the appeal procedure shall be deemed to be exhausted).

- 16.7 If, with the assistance of a mediator, the parties reach a settlement, such settlement shall be reduced to writing and, once signed by the duly Authorised Representative of each of the parties, shall remain binding on the parties.
- 16.8 The parties shall bear their own legal costs of this appeal procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 16.9 While the appeal procedure referred to in this clause 16 is in progress and any party has an obligation to make a payment to another party or to allow a credit in respect of such payment, the sum relating to the matter in appeal shall be paid into an interest bearing deposit account to be held in the names of the relevant parties at a clearing bank and such payment shall be a good discharge of the parties' payment obligations under this agreement. Following resolution of the appeal, whether by mediation or legal proceedings, the sum held in such account shall be payable as determined in accordance with the mediation or legal proceedings, and the interest accrued shall be allocated between the parties pro rata according to the split of the principal sum as between the parties.

## 17. Variation

- 17.1 The Council may at its sole discretion vary this Agreement without securing the consent of the Provider where a variation is required to reflect any changes to legislation or government guidance. The parties agree that such variation shall be made by the Council serving written notice of the details of such variation upon the Provider and the variation to the Agreement shall be deemed to take effect upon the date such notice is served.

## 18. Governing law and jurisdiction

- 18.1 This Agreement and any appeal or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales.
- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any appeal or claim that arises out of or in connection with this agreement or its subject matter.
- 18.3 This agreement is subject to other contract terms and conditions as set out in **Appendix 2** of this document.

## Legal Definitions and Interpretation

The definitions below apply to this Agreement.

**“Bribery Act”** means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

**“Commencement Date”** means the date this agreement is signed by the Provider;

**“DPA”** means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

**“Environmental Information Regulations”** means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

**“EYFS”** means the statutory framework for the Early Years Foundation Stage 2017;

**“EYF Team”** means the officers of the county council who administer and authorise the payment of funded hours to all providers in Cambridgeshire;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

**“Personal Data”** shall have the same meaning as set out in the Data Protection Act 1998;

**“Prohibited Act”** the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or
  - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a 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 the Fraud Act 2006;
  - (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council;
  - (iv) defrauding, attempting to defraud or conspiring to defraud the Authority; or
  - (v) section 117 of the Local Government Act 1972.

**“Setting”** in connection with this Agreement means;

- an early years provider other than a childminder registered on the Ofsted Early Years Register;
- a childminder registered on the Ofsted Early Years Register;
- a childminder registered with a childminder agency which is itself registered with Ofsted; or
- schools taking children aged two and over and which are exempt from registration with Ofsted as an early years provider.

**“Term”** means the period from the Commencement Date until the date on which this Agreement is terminated by either party pursuant to clause.

**“Working Day”** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

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

- a. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b. words importing the masculine include the feminine and the neuter;
- c. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- e. reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- f. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- g. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

## Supplementary Provisions

### 1. Insurance

1.1 The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing the following cover at levels within the industry standard:

- (a) public liability insurance;
- (b) employer's liability insurance; and
- (c) professional indemnity insurance.

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

- 1.2 The Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 1.3 If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 1.4 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the Agreement.

### 2. Freedom of Information

2.1 The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIRs and shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with these information disclosure requirements.

2.2 The Provider shall:

- (a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for Information;
- (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within [five] Working Days (or such other period as the Council may specify) of the Council requesting that Information; and
- (c) 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 section 10 of the FOIA or regulation 5 of the EIRs.

2.3 The Council shall be responsible for determining at its absolute discretion whether the information supplied by the Provider is:

- (a) exempt from disclosure in accordance with the provisions of the FOIA or the EIRs; and/or
- (b) is to be disclosed in response to a Request for **Information**.

2.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Council.

2.5 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), be obliged under the FOIA or the EIRs to disclose Information:

- (a) without consulting with the Provider; or
- (b) following consultation with the Provider and having taken its views into account;

provided always that the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

2.6 The Provider shall ensure that all Information produced in the course of the agreement or relating to the agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

### 3. Confidentiality

- 3.1 Subject to this clause the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 3.2 This clause shall not apply to any disclosure of information:
- (a) required by any applicable law, provided that clause 0 shall apply to any disclosures required under the FOIA or the Environment Information Regulations;
  - (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
  - (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of this clause;
  - (d) by the Council of any document to which it is a party and which the parties to this Agreement have agreed contains no commercially sensitive information;
  - (e) to enable a determination to be made under clause Error! Reference source not found.;
  - (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
  - (g) by the Council to any other department, office or agency of the Government; and
  - (h) by the Council relating to this agreement and in respect of which the Provider has given its prior written consent to disclosure.
- 3.3 On or before the Termination Date the Provider shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Council's' employees, rate-payers or service users, are delivered up to the Council or securely destroyed.

## 4. Data Protection

- 4.1 The Provider shall (and shall procure that any of its Provider's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the Agreement.
- 4.2 Notwithstanding the general obligation in clause 0, where the Provider is processing Personal Data as a Data Processor for the Council, the Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- (a) provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
  - (b) promptly notify the Council of any breach of the security measures required to be put in place pursuant to clause 0; and
  - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council's obligations under the DPA.
- 4.3 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

## 5. Prevention of bribery

- 5.1 The Provider represents and warrants that neither it, nor to the best of its knowledge any of the Provider's personnel, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 5.2 The Provider shall not during the term of this Agreement:

- (a) commit a prohibited Act: and/or
  - (b) do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 5.3 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;
- 5.4 The Provider shall during the term of this Agreement:
  - a) establish, maintain and enforce, and require that its sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
  - b) keep appropriate records of its compliance with its obligations under this section headed "Prevention of Bribery" (section) and make such records available to the Council on request.
- 5.5 The Provider shall immediately notify the Council in writing if it suspects or becomes aware of any breach of this section or has reason to believe that it has or any of the Provider's personnel have:
  - (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
  - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act: and/or
  - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement had committed or attempted to commit a Prohibited Act.
- 5.6 If the Provider makes a notification to the Council pursuant to 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 in accordance with the terms of this agreement. This obligation shall survive termination of this Agreement.

- 5.7 If the Provider is in breach of this clause, the Council may by notice in writing:
- (a) require the Provider to remove from performance of this Agreement any Provider's personnel whose acts or omissions have caused the breach: or
  - (b) terminate this Agreement by written notice with immediate effect
- 5.8 Any notice served under this section must specify:
- (a) the nature of the Prohibited Act;
  - (b) the identity of the party whom the Council believes has committed the Prohibited Act;
  - (c) the date on which this Agreement will terminate; and
  - (d) the action that the Council has elected to take.
- 5.9 Any termination under this section will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

## 6. Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Provider in respect of the Agreement or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Provider of its obligations under this Agreement.

## Free Early Learning and Childcare for Two Year Olds

**Some two-year-olds are eligible for a free childcare and early learning place.**

The Council must ensure that a child has a free entitlement place no later than the beginning of the term after the child has been identified as eligible.

Eligibility for all places must be verified by the Provider before funding may commence. The criteria for eligibility are listed below:

- (a) On economic grounds when one parent/carer is in receipt of one or more of the following benefits:
- ◆ Income Support
  - ◆ Income-based Jobseekers' Allowance
  - ◆ Income-related Employment and Support Allowance
  - ◆ Support under Part VI of the Immigration and Asylum Act 1999
  - ◆ The guaranteed element of State Pension Credit
  - ◆ Family in receipt of Working Tax Credit but earning no more than £16,190 a year

Or

- (b) Where the child:
- ◆ has been looked after by the local authority for at least one day
  - ◆ has been adopted from care
  - ◆ has left care through special guardianship or child arrangements order; and
    - is subject to a child arrangement order
    - is in receipt of Disability Living Allowance
    - has a current statement of special education needs (SEN) or an Education Health and Care (EHC) Plan.

Qualifying families with an eligible two-year-old may already be attending provision but not know about the funding available or not know if they are eligible. The Provider must explain the funding to them and with the parent/carer's permission, may phone the Education Welfare Benefits (EWB) Team on 01223 703200 to check eligibility for them. The EWB team will need to be able to speak to the parent/carer to confirm that they give consent.

Other ways for a parent to apply are:

- ◆ Making an online application [www.cambridgeshire.gov.uk/free2s](http://www.cambridgeshire.gov.uk/free2s)
- ◆ Visiting a Children's Centre

If the family has already been identified as eligible for a free place, it will have been issued with an Authorisation Code by the Council. This code must be entered onto

the ***Parent/Carer Declaration*** by the Provider for the Provider's records. The Provider must have a valid code in order to receive funding for the child. The EYF team may request the number from the Provider.

Two-year-olds who have met the eligibility criteria once will remain eligible for a funded place until they take up their universal place in the term after they turn three. A change of circumstances does not affect their entitlement.

The Provider must offer places to eligible two-year-olds on the understanding that the child remains eligible until he/she become eligible for the universal entitlement for three- and four-year-olds;

## Free Early Learning and Childcare for Three and Four Year Olds – Universal and Extended Entitlement

### Universal entitlement for 3 and 4 year olds

All three and four year olds become eligible for 15 hours FEYF across 38 weeks per year (or 570 hours per year) from the term after their 3rd birthday

### Early Years Pupil Premium (EYPP)

**Some three and four year olds are eligible to receive additional funding to support that child's learning and development.** The criteria for eligibility are listed below:

- (a) One of the parent/carers for the child is in receipt of one or more of the following benefits:
- ◆ Income Support
  - ◆ Income-based Jobseekers' Allowance
  - ◆ Income-related Employment and Support Allowance
  - ◆ Support under Part VI of the Immigration and Asylum Act 1999
  - ◆ The guaranteed element of State Pension Credit
  - ◆ Child Tax Credit (where they are not in receipt of Working Tax Credit and earn no more than £16,190)
  - ◆ Working Tax Credit run-on (paid for 4 weeks after you stop receiving Working Tax Credit)

Or

- (b) the child:
- ◆ has been looked after by the local authority for at least one day
  - ◆ has been adopted from care
  - ◆ has left care through special guardianship or child arrangements order; and
  - ◆ is subject to a child arrangement order.

Parents may apply by completing the EYPP section on the Parent/Carer Declaration Form. The Provider must enter this information into the secure online portal where the EYF team will check for eligibility using a government checking system.

Qualifying families with an eligible three or four year old may already be attending provision but not know about the funding available or not know if they are eligible. The Provider must explain the funding to them and with the parent/carer's

permission, may phone the Education Welfare Benefits (EWB) Team on 01223 703200 to check eligibility for them. The EWB team will need to be able to speak to the parent/carer to confirm that they give consent.

Other ways for a parent to apply are:

- ◆ Making an online application:  
[www.cambridgeshire.gov.uk/info/20064/childcare/249/free\\_childcare\\_for\\_3\\_and\\_4\\_year\\_olds/2](http://www.cambridgeshire.gov.uk/info/20064/childcare/249/free_childcare_for_3_and_4_year_olds/2)

Three and four year old children who meet the criteria for EYPP will remain eligible for this supplement in addition to the funding they receive for the universal entitlement hours only during the remainder of that academic year. All children will be *reassessed* by the Council before the start of the next academic year and any no longer meeting the criteria at that time will no longer have the supplement applied to the hourly rate.

Regular checks will be made by the Council on children who are identified as not eligible, in case they become eligible later. When the result of the check is a positive one, the supplement will be applied to their funding from the next payment period. The Provider and the parent/carer will be notified by letter.

### **Extended Entitlement – 30 hour childcare (30 hours)**

Three and four year olds who are in receipt of the universal 15 hours could be eligible to receive an additional 15 hours of F EYF if the family meets the eligibility criteria.

Eligibility for the 30 hours will be determined solely by HMRC. Eligibility for all places must be verified by the Provider before funding can commence. The Provider must follow the eligibility requirements set out in clauses 6.1 and 6.2 of this Agreement in addition to the further checks required in this clause 10.

Parents will be issued with a 30 hours eligibility code, which is the child's unique 11-digit number. The Provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Council of the validity of the parent's 30 hours eligibility code and entitlement to other Education Welfare Benefits by using the "Count Me In for Early Years Funding Form" provided at **Appendix 5**;

The Provider must verify the validity of the 30 hours eligibility code before offering a place to the parent. The Council will provide a validity checking service to providers to enable them to verify the 30 hours eligibility code. The Eligibility Checking Service

(ECS) allows all local authorities and providers to make instant checks for code validity.

The Council will complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare at 6 fixed points in the year in line with the dates as listed at table A below. The Council will be responsible for notifying the Provider where a parent has fallen out of eligibility and inform them of the grace period end date.

<b>Date Parent receives in-eligible decision on reconfirmation</b>	<b>LA Audit Date</b>	<b>Grace Period End Date</b>
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 Mar	1 April	31 August
1 Apr – 26 May	27 May	31 August
27 May – 31 Aug	1 September	31 December
1 Sept – 21 Oct	22 October	31 December
22 Oct – 31 Dec	1 January	31 March

## **The Grace Period**

A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by HMRC or a First Tier Tribunal in the case of an appeal.

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 Eligibility Checking Service. The grace period end date will automatically be applied to eligibility codes.

The Council will continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for Local Authorities 2017.

## Sample invoice for Early Years Educational Entitlement

Name of Child				
Total number of hours attended in the period <i>(insert period)</i>				45
<b>Less</b>				
Free universal hours				15
Free extended hours				10
<b>Total Chargeable hours breakdown</b> <i>(total hours attended less free entitlement hours)</i>				20
After School Club		Rate per hour		
Breakfast Club		Rate per hour		
Non funded pre-school hours	20	Rate per hour	£6.00	
<b>Total amount payable for childcare in the period</b> <i>(total chargeable hours times chargeable rate (s) per hour)</i>				<b>£120.00</b>
<b>Additional Services;</b>				
Lunch @ £2.50 per day x 5				£12.50
Snack @ £1.00 per day x 5				£5.00
Other ( state )				
<b>Total amount payable for the period :</b>				<b>£137.50</b>
<b>Invoice to be paid by :</b>				
<p>Please note the setting has the right to suspend any <b>non-funded</b> free entitlement places and services on late payment of this invoice and until the payment is cleared.  Bad debts will not be tolerated. Please speak to our Administrator if you would like to set up a daily or weekly payment option for <b>non funded</b> hours /services. We are here to help. Please inform us in the first instance if you are experiencing financial difficulty</p>				

## Other Statutory Requirements

### Partnership working

Partnerships will be supported by the Council on four levels between:

- the Council and providers;
- Providers working with other providers, including childminders, schools and organisations;
- Providers and parents; and
- The Council and parents

The Council will promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.

The Providers will work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. An interactive toolkit<sup>5</sup> 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.

The Provider will 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.

Where the Provider has Looked after Children (LAC) it must ensure a Personal Education Plan is in place by working in partnership with social workers, carers and health visitors. Information must be shared with the Virtual Headteacher as requested.

### Special educational needs and disabilities (SEND)

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<sup>6</sup> (January 2015).

---

<sup>5</sup> <http://www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit>

<sup>6</sup>

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/398815/SEND\\_Code\\_of\\_Practice\\_January\\_2015.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf)

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 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.

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

## **Social mobility and disadvantage**

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

The Provider should ensure that it has identified the disadvantaged children in its setting as part of the process for checking EYPP eligibility. It will also use EYPP and any locally available funding streams or support to improve outcomes for this group.

## **Quality**

The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision 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.

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

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 rated less than 'Good' by Ofsted or newly registered providers.

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

# Count me in!

## for Early Years Funding and Pupil Premium

Parent/Carer Declaration for Free Entitlements 2017/18



**What is Early Years Funding?** The government makes available 570 hours of free early learning and childcare per year for:

- **2 year old entitlement** – Some two year olds are entitled if certain criteria is met **Universal entitlement** - All three and four year olds are entitled; eligible date of birth is the only criterion
- **Extended entitlement** - Three and four year olds of working parents may be eligible if certain criteria is met

The 570 hours as a maximum translates to 15 hours a week over 38 weeks in a year or it can be stretched with fewer hours across more weeks, for example, 11.4 hours over 50 weeks.

Before completing this form, please make sure you have read the Information Leaflet which can be found on the county webpages. Go to [cambridgeshire.gov.uk](http://cambridgeshire.gov.uk) and search for 'Early Years Funding'.

### Applying for Early Years Funding

This form is a mandatory part of the process for claiming Early Years Funding. Your early years provider will be able to support you in your claim and in completing this form. You will need to provide proof of identity for your child..

Name of provider

Ofsted URN No

### 1) Child details

Legal Forename in full (no nicknames or middle names)

Legal Surname

Name by which child is known if different to above

Date of birth

Extended entitlement code

		Address and post code	
		Gender	Male / Female
		Proof of identity (birth certificate, passport etc)	
		2+ Authorisation Code	

### Child's ethnic group (please tick appropriate category from the choice below)

White British	<b>WBR</b>	White/Black Caribbean	<b>MWBC</b>	Indian	<b>AIND</b>
White Irish	<b>WIRI</b>	White/Black African	<b>MWBA</b>	Pakistani	<b>APKN</b>
Traveller of Irish Heritage	<b>WIRT</b>	White and Asian	<b>MWAS</b>	Bangladeshi	<b>ABAN</b>
Gypsy/Roma	<b>WROM</b>	Any other mixed background	<b>MOTH</b>	Any other Asian background	<b>AOTH</b>
Any other White background	<b>WOTH</b>	Black Caribbean	<b>BCRB</b>	Chinese	<b>CHNE</b>
Refuse to provide	<b>REFU</b>	Black African	<b>BAFR</b>	Any other background	<b>OOth</b>
Info not obtained	<b>NOBT</b>	Any other Black background	<b>BOTH</b>		

**2) Siblings** if your family has other children who are 0-5 years old living in the home please provide the name and date of birth below.

### 3) Parent Details

The information in this section is needed to make eligibility or validation checks for extended entitlement, Early Years Pupil Premium, or Disability Access Funding. Completing this section and signing this form gives us permission to use your details to make these checks. Your personal information will be kept by your provider in accordance with their Data Protection policies.

**Extended Entitlement** The Local Authority will make checks throughout the year regarding your continued eligibility for the extended entitlement and notify your provider if your place is no longer funded.

**Early Years Pupil Premium (EYPP)** Eligible children will be funded through the provider for the academic year. Regular checks for EYPP are made for families who qualify in year. If you qualify on an economic basis, information must be the eligible parent/carers details.

**Economic Check details****Parent/Carer Details Applicant 1****Parent/Carer Details Applicant 2**

Parent/carer's title		
Parent/carer's full name		
National Insurance or NASS No.		
Parent/carer's Date of Birth		
Parent/carer's telephone No.		
Address including post code (if different from child's)		

**Other qualifying criteria for EYPP**

Please tick and complete if you are able to let us know if the child meets one of these criteria. Your provider may ask to see legal documentation so that they can obtain the funding for your child.

- Currently in care, state which Local Authority →
- Previously in care in England or Wales
- Has been adopted from care in England or Wales
- Has left care under a special guardianship order or residence order in England or Wales

**Disability Access Funding (DAF)** If your child is in receipt of Disability Living Allowance (DLA) please select Yes below. Let your provider have a copy of the letter confirming the child's entitlement to DLA in order to access DAF. If your child is attending more than one provider, you will need to nominate only one setting where you wish the DAF to go. Your provider will give you information about the DAF.

Is your child in receipt of Disability Living Allowance? Yes / No

If your child is eligible, who will be your Nominated Provider?

**4) Setting and attendance details** You will need to agree and complete a form with each setting your child attends. Your child may attend multiple providers but no more than a maximum of two sites in a day. Please provide the number of hours your child will *attend* both paid and unpaid in the section for 'Provider 1' only. Please provide the number of hours you will *claim* as free hours for *both* universal entitlement and extended entitlement with each provider. You and your provider must note any changes you make to your claim/s throughout the year and a supplement of additional tables is provided for noting changes.

Provider 1	Mon	Tues	Wed	Thurs	Fri	Sat / Sun	Total hours/ week	For admin use only			
								Hours/ Autumn	Hours/ Spring	Hours/ Summer	Weeks/ Year
No of hours attending (both free and paid for)											
Free hours claimed											
<b>Provider 2</b> (please write name of provider)											
Free hours claimed											
<b>Provider 3</b> (please write name of provider)											
Free hours claimed											
<b>Total free hours across all providers</b>											

If your extended entitlement comes to an end, where will you take your Universal hours?

## 5) Declaration

In signing this form I am confirming I have read the Information leaflet which gives details of the Early Years Funding for parents/carers. I agree with the conditions of the Early Years Funding and Pupil Premium and the use of my data. I understand that:

- ✓ my provider is not obliged to end the claim without reasonable notification and negotiation unless there are exceptional circumstances.
- ✓ my free place may be withdrawn if my child does not attend regularly unless there are special circumstances and these are agreed with the provider.
- ✓ being in receipt of free childcare gives an automatic registration with my local Children's Centre.
- ✓ my information is being held by Cambridgeshire County Council in accordance with the Data Protection Act 1998 and will be shared with other bodies administering public funds to determine the support available, to verify my initial and ongoing entitlement and also for the prevention and detection of fraud in connection with this claim. I give permission for the Education Welfare Benefit Service to make periodic checks using the secure benefit checking system to confirm my entitlement to education benefits. Information on how the Local Authority handles personal data is given in the Privacy Notice [cambridgeshire.gov.uk/data-protection-and-foi/information-and-data-sharing/privacy-statement/](http://cambridgeshire.gov.uk/data-protection-and-foi/information-and-data-sharing/privacy-statement/)

I confirm that the information is true to the best of my knowledge. I understand that any false or incorrect information could lead to funding being withdrawn or reimbursed. Please be aware that to certify false information could be viewed as making a false claim.

Signature of Parent/carer with legal responsibility \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Relationship to child \_\_\_\_\_

For admin use only

Type of identity seen for child			
Checked by whom?		Date seen	
Legal Name of child as shown on document		Date of birth as shown on document	
Notes			

## Cambridgeshire Free Early Years Funding Agreement Declaration

Parties to this Agreement	
<b>1</b>	<b>Cambridgeshire County Council (“Council”)</b> Shire Hall, Castle Hill, Cambridge, CB3 0AP and
<b>2</b>	(Name of Company/Early Years Setting or Provider) <b>(“Provider”)</b> (Address of Registered Company/Business Address) Ofsted URN

Declaration:	
	(Name of Company/Early Years Setting or Provider) <b>(“Provider”)</b>
	(Position within Company/Early Years Setting or Provider)
<ul style="list-style-type: none"> <li>• I confirm that I have read and understood the terms and conditions as set out in the attached Free Early Years Funding Agreement;</li> <li>• I agree to comply with all relevant legislation and insurance requirements and abide by all terms and conditions as set out in this Free Early Years Funding Agreement; and</li> <li>• I agree to accept the responsibilities as set out in the Cambridgeshire Early Years and Childcare Local Provider Agreement.</li> </ul>	
	<b>Signature</b>
	<b>Name</b>
	<b>Date</b>