

## **Early Education and Childcare Funding Agreement Terms and Conditions**

**Norfolk County Council aims to work in partnership with all Ofsted, Childminder Agency and Independent Schools Inspectorate registered providers, to ensure high quality experiences and positive outcomes for children. This guidance is in line with Department for Education (DfE) statutory guidance.**

These Early Education and Childcare Funding Terms and Conditions (“the Agreement”) outline how Norfolk County Council will fund Approved Providers for delivering provision of early years education and childcare for children in Norfolk as follows:

- 2-year-old entitlement – up to 15-funded hours for children whose family receive a qualifying benefit, or meet a certain non-benefit criteria
- 3- and 4-year-olds (universal) entitlement – up to 15-funded hours
- Working parent entitlement (from when children are 9 months old) – up to 30 funded hours

An “Approved Provider” has accepted these terms and is one of the following:

- 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 or childcare provider registered with a childminder agency which is itself registered with Ofsted
- schools taking children aged 2 and over which are exempt from registration with Ofsted as an early years provider
- schools taking children under 2 which are separately registered on the Ofsted Early Years Register

Funding will be provided in accordance with the Council’s statutory duties under the Childcare Act 2006 and the Department for Education (DfE) [Early Education and Childcare Statutory Guidance](#) for local authorities which is amended from time to time to reflect changes to legislation and national policy.

If any changes are made to legislation and/or guidance issued by the DfE relating to the provision of the free early education and childcare, the Council may vary the Terms and Conditions of the Agreement to reflect the amendments made.

These alterations will be documented as part of a change control process and communicated to Providers, together with the date the revised terms will take effect. Providers will be required to implement the changes as per the instructions of the Council.

This document does not provide guidance on how providers operate their private businesses, including charges associated with additional hours outside the entitlement.

Together with the Terms and Conditions of the Agreement, this document provides recommendations which signposts to further information.

Each requirement is denoted with one of the following references to disclose the origin of the obligation stated.

Ref: N – National Policy / Guidance  
L – Local Policy / Guidance  
B – National Policy / Guidance with local requirements

### **How to become an Approved Provider**

If you accept the Terms and Conditions of the Agreement, please complete the online application and submit your policy documentation and sample invoice.

[Norfolk Schools and Learning Providers - NCC - Funding Agreement](#)

**If you have any queries or need help regarding the Early Education and Childcare Funding Agreement, please email –**

**FAO:** Early Years Finance Manager

[earlyyearsfinance@norfolk.gov.uk](mailto:earlyyearsfinance@norfolk.gov.uk)

**Subject Line:** Early Education Funding Agreement

### **Quick links**

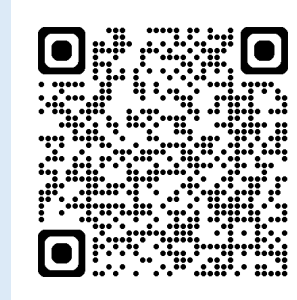
Norfolk County  
Council  
Funding Agreement  
Information



GOV.UK  
Early Education and  
Childcare Statutory  
Guidance



GOV.UK  
Early Years  
Foundation Stage  
Statutory Framework



This **AGREEMENT** is made

Between

**Norfolk County Council** of County Hall, Martineau Lane, Norwich, NR1 2DL (the “Council”),

and

**The Approved Early Years Provider** (the “Provider”)

## **Background**

The Council, in accordance with the Council’s statutory duties under the Childcare Act 2006 (as amended) and the Early Education and Childcare Statutory Guidance for local authorities, will pay the Early Years and Childcare Funding to the Provider, calculated in accordance with the National Early Years Funding Formula, in respect of eligible children.

The terms and conditions set out in this Agreement (“the Agreement”) govern the terms upon which the funding is made to an Approved Provider for the provision of the early education and childcare entitlement for eligible children.

## **Key Responsibilities**

### **The Council**

1. must secure a free place for every eligible child in their area.
2. should work in partnership with providers to agree how to deliver places.
3. should 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. must contribute to the safeguarding and promote the welfare of children and young people in their area.
5. shall pay the Early Years and Childcare Funding to the Provider in accordance with this Agreement.

### **The Provider**

1. must comply with all relevant legislation and insurance requirements.
2. should deliver the funded 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 parent/carer’s details about the days and times that they offer funded places, along with their services and charges.
3. must follow the EYFS and have clear safeguarding policies and procedures in place that link to the local authority’s guidance for recognising, responding, reporting, and recording suspected or actual abuse.
4. must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN Inclusion Fund (SENIF) and Disability Access Fund (DAF) to deliver effective support, whilst making information available about their SEND offer to parents.

## **Agreed terms**

The Provider agrees to comply with this Agreement and use any Early Education and Childcare funding received from the Council in accordance with the terms and conditions set out below and for no other purpose.

## **Sections**

1. [Early Education and Childcare](#)
2. [Safeguarding](#)
3. [Partnership Working](#)
4. [Special educational needs and disabilities \(SEND\)](#)
5. [Early Years Pupil Premium \("EYPP"\)](#)
6. [Quality](#)
7. [Monitoring and Reporting](#)
8. [Funding](#)
9. [Eligibility](#)
10. [Charging](#)
11. [Funding Payments](#)
12. [Compliance](#)
13. [Termination and withdrawal of funding](#)
14. [Appeals Process](#)
15. [Agreement Renewal](#)
16. [Complaints Procedure](#)
17. [Insurance](#)
18. [Law and jurisdiction](#)

<p><b>1.</b></p> <p>1.1. N</p>	<p><b>Early Education and Childcare</b></p> <p>The Provider agrees that it will deliver and provide the funded early education and childcare entitlements to one or more of the following age ranges:</p> <ul style="list-style-type: none"> <li>• Under 2-year-old <ul style="list-style-type: none"> <li>○ up to 30-funded hours (annual maximum of 1140 hours) for children with a valid working parent code</li> </ul> </li> <li>• 2-year-old <ul style="list-style-type: none"> <li>○ up to 15-funded hours (annual maximum of 570 hours) for children whose family receive a qualifying benefit, or meet certain non-benefit criteria and have a valid Norfolk Education Online (“NEO”) code</li> <li>○ up to 30-funded hours (annual maximum of 1140 hours) for children with a valid NEO code and working parent code</li> <li>○ up to 30-funded hours (annual maximum of 1140 hours) for children with a valid working parent code</li> </ul> </li> <li>• 3- and 4-year-olds <ul style="list-style-type: none"> <li>○ up to 15-funded hours (annual maximum of 570 hours)</li> <li>○ up to 30-funded hours (annual maximum of 1140 hours) for children with a valid working parent code</li> </ul> </li> </ul> <p>in a pattern of 38 weeks term time up to the annual maximum, or up 52 weeks all year round (excluding public and bank holidays unless open) to stretch the entitlement by taking fewer funded hours per week up to the annual maximum.</p> <p>in accordance with the following national parameters:</p> <ul style="list-style-type: none"> <li>• No childcare session shall be longer than 10 hours</li> <li>• There shall (subject to requirements of registration of the Provider’s setting on the Ofsted Early Years Register) be no minimum childcare session length</li> <li>• No childcare session shall commence before 6am nor continue after 8pm; and</li> <li>• The childcare sessions shall be provided over no more than two sites per day</li> </ul> <p>From the dates set out below:</p> <table border="1"> <tr> <td>Eligible child turns 9 months on or between</td><td>Eligible From:</td></tr> <tr> <td>1 January and 31 March</td><td>1 April</td></tr> <tr> <td>1 April and 31 August</td><td>1 September</td></tr> <tr> <td>1 September and 31 December</td><td>1 January</td></tr> </table> <p>or</p> <table border="1"> <tr> <td>Eligible child has second or third birthday on or between</td><td>Eligible From:</td></tr> <tr> <td>1 January and 31 March</td><td>1 April</td></tr> <tr> <td>1 April and 31 August</td><td>1 September</td></tr> <tr> <td>1 September and 31 December</td><td>1 January</td></tr> </table> <p>and where applicable a valid code has been maintained by the family.</p> <table border="1"> <tr> <td>Eligible From:</td><td>Deadline for HMRC codes:</td></tr> <tr> <td>1 April</td><td>31 March</td></tr> <tr> <td>1 September</td><td>31 August</td></tr> <tr> <td>1 January</td><td>31 December</td></tr> </table>	Eligible child turns 9 months on or between	Eligible From:	1 January and 31 March	1 April	1 April and 31 August	1 September	1 September and 31 December	1 January	Eligible child has second or third birthday on or between	Eligible From:	1 January and 31 March	1 April	1 April and 31 August	1 September	1 September and 31 December	1 January	Eligible From:	Deadline for HMRC codes:	1 April	31 March	1 September	31 August	1 January	31 December
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1.2.	N	The Provider will aim to deliver a flexible offer that reflects parental demand to families of eligible children so far as it is possible.
1.3.	N	<p>The Provider will determine a pattern of attendance that funding will be offered to families. For example:</p> <ul style="list-style-type: none"> <li>• Term time (TT) – up to 38 weeks (excluding days the provision is closed)</li> <li>• All year round (AYR) – up to 52 weeks (excluding days the provision is closed)</li> <li>• Either TT or AYR</li> </ul>
1.4.	N	The Council should ensure that children are able to take up their funded hours in daily continuous blocks if they wish to, and there should be no artificial breaks in the entitlement hours. For example, a provider should not offer 10am to midday and 1pm to 3pm as entitlement hours and offer only private paid hours in between.
1.5.	L	<p>The Provider must seek approval from the Council by providing a business case which details why their offer must incorporate an artificial break in the entitlement hours. The business case must include as a minimum:</p> <ul style="list-style-type: none"> <li>• Reason for charging</li> <li>• Number of families' and their viewpoint</li> <li>• Impact if funding was claimed</li> </ul>
1.6.	N	The Provider must comply with all relevant legislation and insurance requirements in relation to the provision of the childcare at their setting.
1.7.	N	The Provider cannot claim Early Education and Childcare funding once the child has taken up a reception place in a maintained school or academy.
1.8.	L	The Provider should enable a family to take up their child's funding entitlement at the earliest opportunity once a place has been accepted and eligibility confirmed.
1.9.	N	In accordance with legislation, Childminders cannot claim funding for their own child or a related child, even if they are claiming for other children.
1.10.	L	<p>The Provider must inform the Council in advance of any significant changes including but not limited to:</p> <ul style="list-style-type: none"> <li>• permanent and short-term (more than 1 day) closures of the Provider's setting</li> <li>• re-registration of the Provider's setting</li> <li>• a change of ownership of the Provider's setting, including the setting's governance passing to a school</li> <li>• change of age range to the setting up of S27 provision by a school</li> <li>• a change in Ofsted / Agency / ISI rating</li> </ul>

2.	<p><b>Safeguarding</b></p> <p><b>The Council, with their Statutory Partners,</b> has overarching responsibility for safeguarding and promoting the welfare of all children and young people in Norfolk. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the '<a href="#">Working together to safeguard children</a>' guidance sets these out in detail.</p> <p><b>The Provider must:</b></p>
2.1. N	<p>Comply with the requirements of the Early Years Foundation Stage Statutory Framework specific to their setting which is amended from time to time to reflect changes to legislation and national policy:</p> <ul style="list-style-type: none"> <li>• <a href="#">Childminders</a></li> <li>• <a href="#">Group and school-based providers</a></li> </ul>
2.2. N	<p>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.</p>
2.3. N	<p>Ensure that a Designated Safeguarding Lead (DSL) is appointed, who must attend a DSL child protection training course that enables them to identify, understand and respond appropriately to signs of possible abuse and neglect.</p>
2.4. N	<p>Ensure the DSL takes responsibility for safeguarding and makes certain that all staff including volunteers understand safeguarding policy and procedures, have training to identify signs of abuse and neglect and take account of any advice from local safeguarding partners or the Early Years Learning and Childcare Team.</p>
2.5. N	<p>Have regard for the <a href="#">Working together to safeguard children - GOV.UK</a> guidance and the <a href="#">Prevent duty guidance: England and Wales - GOV.UK</a>.</p>
2.6. L	<p>Maintain and comply with accurate and up to date policies and procedures in line with statutory guidance and the Norfolk Safeguarding Children Partnership (NSCP).</p>
2.7. L	<p>Respond to safeguarding audits of quality and compliance as requested by the Council and/or local safeguarding partners and participate in local and national initiatives to safeguard children.</p>
2.8. L	<p>If applicable to their setting, reference the <a href="#">Safer Recruitment Toolkit</a> to develop and maintain a robust and secure safer recruitment process to recruit staff.</p>
2.9. L	<p>Follow the guidance detailed in the <a href="#">Safeguarding Toolkit</a> to raise concerns about a child and / or adults who work with children.</p>
2.10. L	<p>Must have a robust system in place for monitoring children's attendance and ensure that any concerns are dealt with in line with local safeguarding policies and statutory requirements.</p>

<b>3.</b>		<b>Partnership working</b>
		<b>The Council must:</b>
3.1.	L	Work collaboratively with providers to ensure high-quality guidance and support is available, fostering an environment that effectively addresses local needs and promotes the development of inclusive practices.
3.2.	L	Provide opportunities for consultation and engagement with providers regarding evolving challenges and legislative updates, primarily through the Early Years and Wraparound Consultative Groups, which are advisory groups that discuss strategic issues relating to the sector. The Early Years Consultative Group is also a consultative forum for financial matters relating to Early Years provision in Norfolk.
3.3.	L	Engage with the Early Years Consultative Group annually concerning the terms and conditions of this agreement and when any changes are made to legislation and/or guidance issued by the DfE relating to the provision of the free early education and childcare.
3.4.	L	Ensure representation of the Early Years Consultative Group reflects all sectors and provide opportunities for providers to participate in discussion with the Council through consultations, surgeries, briefings, meetings and other evaluation methods.
3.5.	N	Support partnerships on four levels between – <ul style="list-style-type: none"> <li>• Local Authorities and providers</li> <li>• Providers working with other providers, including childminders, schools and organisations</li> <li>• Providers and parents/carers</li> <li>• Local Authorities and parent/carers</li> </ul>
3.6.	N	Promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
3.7.	L	Maximise the opportunity to ease administrative tasks where possible.
		<b>The Provider should:</b>
3.8.	N	Work in partnership with the Council, other providers, childminders, schools and other organisations to support the offer of flexible provision to meet parents' needs where this is reasonably practicable.
3.9.	B	Promote and engage in local and national initiatives that support families and their children. For example: Tax Free Childcare, Universal Credit Childcare and Food Voucher Scheme.
3.10.	L	Support the Council to realise its <a href="#">Flourish</a> ambition for children and young people.
3.11.	L	Work in partnership with the Council to support children with SEND.



3.12.	N	<p><b>The Provider must:</b></p> <p>Work in partnership with parents, carers and other providers, to enable a regular two-way flow of information sharing to improve provision and outcomes for children in their setting with a shared funding arrangement and maximise the benefits of working together.</p>
3.13.	N	<p>Discuss and work closely with parents/carers to agree how a child's overall care will work in practice if their funded entitlement is split across more than one provider to ensure a smooth transition for the child.</p>
3.14.	L	<p>Discuss and work closely with parents/carers to agree the support that will be provided for their child with special educational needs and/or disabilities and obtain consent to apply for any additional funding that is available.</p>
4.		<p><b>Special educational needs and disabilities (SEND)</b></p> <p><b>The Council must:</b></p>
4.1.	N	<p>Strategically plan support for children with SEND to meet the needs of all children in its local area as per the <a href="#">Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015)</a> and Equality Act 2010.</p>
4.2.	L	<p>Promote what is available in Norfolk for children with SEND through the <a href="#">Local Offer</a>, so parents and providers can access the services and support that they need.</p>
4.3.	N	<p>Fund the provider nominated by the parent/carers for children eligible for the Disability Access Fund in accordance with legislation.</p>
4.4.	N	<p>In accordance with legislation and local strategy provide a SEN Fund for providers to support children with SEND.</p>
4.5.	L	<p>Manage a SEN Fund application and award process to enable providers to seek additional funding for children with SEND.</p>
4.6.	N	<p><b>The Provider must:</b></p> <p>Ensure that everyone, including owner(s), those in a governance position, employees and volunteers are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010.</p>
4.7.	B	<p>Be clear and transparent about their graduated approach to support children with SEND and make information available about their offer to support parents to choose the right setting for their child with SEND.</p>
4.8.	L	<p>Support the Council to publish in the Norfolk Local Offer information about childcare options available to families including the range of expertise to support children with SEND by annually reviewing and updating their own SEN Local Offer to families via the NEO Provider Portal.</p>

4.9.	L	Have a robust and proactive approach to identifying and responding to SEND. Providers should refer to local guidance to ensure that their ordinarily available provision is of a high quality.
4.10.	N	Identify children eligible for SEN funding and Disability Access Fund and encourage parents to enable application submissions.
4.11.	L	Use SEN Funding and Disability Access Fund which may be awarded to promptly implement outcome improvements for this cohort of children.
<div style="border: 1px solid black; border-radius: 15px; padding: 10px; background-color: #e6f2ff;"> <p><b>Recommendation(s):</b></p> <p><b>Disability Access Fund (DAF)</b> For more local guidance on how to claim, please refer to the webpage - <a href="#">Norfolk Schools and Learning Providers - NCC - Disability Access Fund</a></p> <p><b>SEN Funding</b> For more local guidance on how to claim, please refer to the webpage - <a href="#">Norfolk Schools and Learning Providers - NCC - SEN funding</a></p> </div>		
<b>5.</b>		<b>Early Years Pupil Premium (“EYPP”)</b>
		<b>The Council must:</b>
5.1.	N	Regularly complete checks when a Provider or parent has provided information to access a child’s EYPP eligibility.
5.2.	N	Fund all children who have been identified as eligible for the EYPP and continue to fund them whilst they are accessing a funded place.
5.3.	N	Pay the national rate for EYPP for eligible children up to a maximum of 570 hours per a child’s cycle of eligibility.
5.4.	L	Ensure EYPP is distributed fairly between providers where a shared funding arrangement exists.
		<b>The Provider must:</b>
5.5.	N	As part of their funding claim process, collect family data to enable the Council to complete eligibility checks where consent has been given for the purpose of receiving EYPP funding.
5.6.	N	Plan EYPP spending based on well-evidenced approaches and interventions to narrow the learning gap. Professional development for staff, and activities may benefit all children but should provide the greatest benefit to those that attracted the funding.
5.7.	N	Use EYPP alongside any other available funding streams or support to deliver interventions that improve educational outcomes and learning for children.
5.8.	N	Retain suitable evidence to demonstrate during an Ofsted inspection:



		<ul style="list-style-type: none"> <li>• eligible children attending a provider with exemptions from the Learning and Development requirements of the Early Years Foundation Stage</li> </ul>
6.2.	N	Consider funding places at providers who do not meet the quality standards set out above where it is appropriate to do so and there is not sufficient, accessible 'good' or 'outstanding' provision.
6.3.	N	Rely on Ofsted's inspection judgement of the provider or the childminder agency, or the childminder agency's reasonable opinion of the childminder, as the sole benchmark of quality.
6.4.	N	<p>Not fund</p> <ul style="list-style-type: none"> <li>• providers with an Ofsted inspection judgement of 'not met'</li> <li>• providers who do not actively promote fundamental British values or if they promote as evidence-based, views or theories which are contrary to established scientific or historical evidence and explanations</li> <li>• childminders or childcare providers registered with a childminder agency where the agency has indicated to the local authority that the childminder or childcare provider is not of the appropriate quality</li> </ul>
6.5.	N	Secure alternative provision and withdraw funding from a provider (other than a local authority-maintained school), as soon as is practicable, when Ofsted publish an inspection judgement of the provider of inadequate or when Ofsted publish a second consecutive inspection judgement of a childminder agency of ineffective.
6.6.	N	Provide information, advice and training to childcare providers, including those delivering wraparound childcare to improve the quality of provision.
6.7.	N	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.
6.8.	L	<p>Carry out at least one annual conversation / visit with the provider, which the provider is expected to participate in. These communications can include but not limited to</p> <ul style="list-style-type: none"> <li>• Support and guidance to address concerns raised by the provider</li> <li>• Monitoring of grant applications</li> <li>• Data collection</li> </ul>
6.9.	L	<p><b>The Provider must:</b></p> <p>Notify the Council by emailing <a href="mailto:earlyyearschildcare@norfolk.gov.uk">earlyyearschildcare@norfolk.gov.uk</a> on the same day</p> <ul style="list-style-type: none"> <li>• if they have been assessed by Ofsted and failed to meet the standard set out in clause 6.1 above</li> <li>• Ofsted visits and a Council representative was not present at any point</li> <li>• Ofsted issues a Welfare Requirement Notice, Notice to Improve, Cancellation or Suspension</li> </ul>

6.10. N	Be registered with the Secretary of State, Ofsted or a Childminder Agency and be inspected by Ofsted or the Independent Schools Inspectorate.
6.11. N	<p>Comply with</p> <ul style="list-style-type: none"> <li>the requirements of the Early Years Foundation Stage Statutory Framework specific to their setting: <ul style="list-style-type: none"> <li><a href="#">Childminders</a></li> <li><a href="#">Group and school-based providers</a></li> </ul> </li> <li>relevant statutes, enactments, regulations and codes of practice or other similar instructions in the delivery of early years childcare</li> </ul>
6.12. N	<p>Actively promote and train staff to fully understand fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs and not promote views or theories as facts which are contrary to established scientific or historical evidence and explanations.</p> <p>In the case of an independent school, the Provider shall adhere to the independent school standards in relation to the spiritual, moral, social and cultural development of pupils.</p>
6.13. L	Demonstrate a proactive approach to continuous quality improvement through regular self-evaluation, action planning, training and peer to peer support.
6.14. L	<p>Work in partnership with the Council's designated Early Years officer and 'Settings of Concern' working group where Ofsted has judged them requires improvement or inadequate to:</p> <ul style="list-style-type: none"> <li>Develop, implement, and review an action plan for improvement, which is supported and monitored by the Council</li> <li>Swiftly address concerns raised by Ofsted at inspection</li> <li>Comply with any other remedial measures that Ofsted or the Council may reasonably impose or require to address the inadequacies or deficiencies noted in the Ofsted report</li> </ul>
6.15. N	Provide (if a childminder agency) the Council with information on the quality of childminders within the agency.
6.16. L	Ensure that any marketing materials and/or public information correlates to the funding offer available to families / described in policies and any reference to the Ofsted inspection judgement is up to date and reflective of the most recent published report.
6.17. N	Promote good attendance and record a daily attendance of all funded children as a minimum in a register which meets EYFS requirements.

		<p><b>Recommendation(s):</b></p> <p>Attend one of the <a href="#">termly briefings</a> hosted by the Council to keep up to date with national and local policy and opportunities.</p> <p>Refer to the termly <a href="#">early years and childcare training programme</a> for the Council's training offer.</p> <p>Keep up to date by <a href="#">subscribing to Early Years digital newsletters</a>.</p>
<b>7.</b>		<p><b>Monitoring and Reporting</b></p> <p><b>The Provider must:</b></p> <p>7.1. B Provide to the Council data relating to but not limited to, the number and hours of eligible children, place numbers including vacancy data, termly early education (headcount) data (at least three times a year), census returns, staff data for training purposes, Early Years Foundation Stage Profile returns (where applicable) and termly audit requests within the timescales set by the Council and the Department for Education. Failure to do so may result in inaccurate, delayed or suspended funding.</p> <p>7.2. L Keep accurate and up to date attendance registers and follow up non- attendance in line with the Safeguarding policy and EYFS requirements.</p> <p>7.3. B Participate in audit checks where there is evidence that funding claims have been routinely submitted incorrectly.</p> <p>7.4. L Provide to the Council when requested contact details for staff who have specific roles and responsibilities. For example, safeguarding, SEN, funding.</p> <p>7.5. L Maintain and provide accurate information about the childcare offer to families termly via the NEO Provider Portal and indicate if the Council has the right to share the data publicly.</p> <p>7.6. N Comply with the Data Protection Act 2018 and UK GDPR, when processing personal and/or sensitive data (as defined in the Data Protection Act 2018) in relation to this Agreement, including providing privacy information notices to families to explain how information and data collected in relation to their child may be processed, so that informed consent can be obtained.</p> <p>7.7. L Take all appropriate measures to protect against any unauthorised or unlawful processing or accidental loss, destruction or damage to personal / sensitive data.</p> <p>7.8. L Ensure that it obtains written consent to perform its obligations under this Agreement and funding claims are submitted by an authorised person with a unique user id.</p> <p><b>The Provider should:</b></p> <p>7.9. N Maintain accurate financial and non-financial records relating to the entitlements and give the Council access on reasonable notice to these records subject to confidentiality restrictions.</p>

		<p><b>Recommendation(s):</b>  For guidance about privacy notices, please refer to the <a href="#">Data protection: privacy notice model documents</a> issued by DfE.</p> <p>Refer to the <a href="#">Information Commissioner's Office</a> for information and resources about data protection.</p>
<b>8.</b>		<p><b>Funding</b></p> <p><b>The Council must:</b></p> <p>8.1. L Indicate the recommended maximum hours available for each claim period based on a provider's offer to families as specified in this Agreement.</p> <p>8.2. L Check estimate submissions for reasonableness to avoid any overpayment.</p> <p>8.3. L Check actuals for compliance within the national parameters and recommended hours for the claim period within the child's cycle of eligibility.</p> <p>8.4. N Take account of any information published by Ofsted, including recent history about the childcare provision before agreeing to approve a provider.</p> <p>8.5. N Consider funding places where a provider has not met the quality standards where there are insufficient funded places in the area and the provider can evidence a proactive approach to addressing the actions detailed in the inspection report.</p> <p>8.6. N Not penalise providers by withdrawing funding for short term closures where circumstances are beyond the provider's control.</p> <p>8.7. N Not penalise providers for short term absences of children, for example, sickness, arriving late or leaving early, or a family emergency by withdrawing funding, and will at their discretion where absence is recurring or for extended periods taking into account the reason for the absence and the impact on the provider.</p> <p>8.8. L Notify each provider where the combined hours for a shared funding arrangement with a family has exceeded the maximum allowable for the claim period to rectify the compliance issue. Where it is not possible to determine the number of hours per provider, the Council will reduce each claim on a pro-rata basis to avoid an overclaim.</p> <p>8.9. N Provide free school meals for children who are registered pupils of a state funded school, including academies, who attend places both before and after lunch and whose parents are in receipt of specified benefits.</p> <p><b>The Provider must:</b></p> <p>8.10. N Offer the funding entitlements within the national parameters as set out in Section 1 of this Agreement.</p>



8.11. N	Work with the Council by providing information on the demand and supply of their early education offer. This includes session times which the Provider will offer the entitlements, wait list, occupancy levels and any vacancy data, to support the Council to secure sufficient places to meet parental demand.
8.12. N	Share information about their early education offer, admissions criteria, and chargeable extras so that families can make an informed decision before agreeing their childcare arrangement and in advance of any billing.
8.13. L	Retain parent / carer claim forms for seven years securely (six years plus current) for audit and data protection purposes until it is no longer required in accordance with its responsibilities under the Data Protection Act 2018 at a site within Norfolk.
8.14. B	<p>Not set conditions for eligible families to meet to access a funded entitlement. This includes but not limited to:</p> <ul style="list-style-type: none"> <li>• Non funded hours/session must be purchased</li> <li>• Non-refundable deposits where only fully funded hours are accessed</li> <li>• Payment of a mandatory registration fee where only fully funded hours are accessed</li> <li>• Setting a minimum number of hours/sessions for attendance</li> <li>• Setting a specific pattern of attendance of mornings or afternoons</li> <li>• Preventing families from sharing their entitlement with other providers</li> <li>• An unreasonable notice period to terminate or amend the childcare arrangement</li> </ul>
8.15. L	Not submit child/ren(s) funding data via the NEO Provider Portal if a signed parent /carer form has not been returned signed by the family or actual attendance has not occurred.
8.16. B	Promptly complete all relevant eligibility checks once consent has been obtained.
8.17. L	Accurately calculate and submit via the NEO Provider Portal estimate funding data when requested by the Council.
8.18. L	Accurately calculate and submit via the NEO Provider Portal actual funding data when requested by the Council and acknowledges that claims cannot be submitted passed the published final deadline unless there is mitigating circumstances.
8.19. L	Only claim for actual attendance of children during the funding period (notwithstanding short-term absences).
8.20. L	Promptly adjust submitted estimate and actual claims to avoid overpayment.
8.21. L	Promptly amend the attendance information when a child leaves for whom a claim has been submitted to reflect the final date of attendance and number of weeks attended.
8.22. L	Notify the Council before a child is excluded or a reduced attendance timetable is instigated to determine adjustments to the funding claim.



8.23.	L	Seek approval from the Council to claim funding for absences that exceed 4 weeks and follow the Safeguarding Policy if there are any concerns about the child.
8.24.	L	Seek approval from the Council to claim funding for a notice period of 4 weeks where the family has left without fulfilling their contractual obligation.
8.25.	L	Establish (from the parent or carer) if funded hours have been previously claimed so that there is clarity concerning the hours remaining for the current claim period.
8.26.	L	Establish (from the parent or carer) if funded hours will be shared with another provider so that there is clarity concerning the number of hours each provider will claim during the cycle of eligibility.
8.27.	L	Participate if required in any monitoring requirements upon receipt of additional grant funding.
8.28.	L	Provide timely information about changing or ceasing their registration to avoid overpayment and administration processes.
8.29.	L	Seek agreement from the Council to claim funding for sessions within their offer where a child will routinely attend for less than 75% of the session because their family arrives late or collects early, and this absence is not classified as short term (more than 4 weeks).
8.30.	L	Not re-sell hours/sessions which have been funded by the Council where the family have agreed a period of absence.
8.31.	L	Promptly re-imburse families for hours which were paid for but subsequently funded by the Council.
8.32.	B	Must ringfence and use the funding received for the purpose it was claimed. This includes but is not limited to - <ul style="list-style-type: none"> <li>• Early Education funding</li> <li>• Early Years Pupil Premium</li> <li>• Disability Access Fund</li> <li>• SEN Funding</li> </ul>
8.33.	N	In circumstances where a child qualifies under both entitlements for 2-year-olds, claim up to 15 hours using the NEO code and up to 15-hours using the HMRC code.
<b>9.</b>		<b>Eligibility</b>
9.1.	N	<p><b>The Council must:</b></p> <p>Provide guidance and support for foster parents to claim the funding entitlements, including generating an 11-digit code for those that meet the criteria for the working parent entitlement so that they can secure a childcare place.</p>

9.2.	N	Provide, via an online Portal, an eligibility checker for Providers to obtain an instant validation result for the working parent HMRC codes which enables them to proceed to offer working parent places for eligible children where the code is valid.
9.3.	N	Complete audit checks to review the validity of eligibility codes for children who qualify for the working parent entitlement at 6 fixed points in the year, both at the start of the claim period and half-term across the year as defined in the Statutory Guidance, and alert a provider via an online Portal of the grace period end date where a family has fallen out of eligibility.
9.4.	N	If the child's parents cease to meet the eligibility criteria, then a child will enter a "grace period". 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.
		<b>The Provider must:</b>
9.5.	L	Recommend families use the Government's website 'Childcare Choices' to find out more about the childcare support available to them.
9.6.	B	<p>As part of the registration process, require parents/carers to provide original copies of documentation to evidence their child's date of birth, and thus confirming they have reached the eligible age for the funded entitlement they wish to claim.</p> <p>It is not necessary to keep a copy of the evidence provided but it may be requested again later by the Council for audit or fraud investigation purposes.</p> <p>If a paper or digital copy of documentation is kept, they must be retained securely until no longer required in accordance with data protection requirements at a site within Norfolk.</p>
9.7.	B	Issue Parent / Carer claim forms to families, as per the Council's guidance, to obtain mandatory funding information and consent to complete eligibility checks and claim the funded entitlement. The form must be signed by the Parent / Carer to enable a claim to be submitted.
9.8.	B	<p><u>For working parent entitlement HMRC codes:</u></p> <p>Ensure that parents are aware that they must apply for the working parent entitlements through the Government's online Childcare Service and reconfirm their details by their unique deadline to maintain a valid HMRC code. The only exception to this is children in foster care where codes are issued by Early Years Finance.</p> <p>After obtaining parental written consent, verify working parent eligibility codes through the NEO Provider Portal prior to a child taking up their funded place, and communicate to families when their reconfirmation is due.</p> <p>Regularly remind families to check the status of their working parent eligibility code so that it remains valid whilst they meet the eligibility criteria.</p> <p>Ensure that children do not start a working parent entitlement funded place at a new provision during a grace period.</p>

9.9. B	<p><u>If a parent disagrees with the eligibility outcome or has technical issues:</u> Signpost families to the Government's online <a href="#">review and appeals process</a> if they disagree with the eligibility outcome which has been determined by HMRC. The only exception to this is foster families who should seek resolution through the Councils complaints procedure.</p> <p>Signpost families to the Government's online Childcare Service where families have <a href="#">experienced technical issues</a> in their childcare account for tax-free childcare and the working parent entitlement.</p>
9.10. B	<p><u>For 2-year-old NEO codes:</u> Assist families to check their eligibility for the two-year-old funded entitlement through the NEO Parent Portal.</p> <p>If they are eligible, ask the family to provide their unique NEO code before their child takes up their funded place.</p> <p>Offer places to eligible two-year-olds on the understanding that the child remains eligible until they qualify for the universal entitlement for three-and four-year-olds</p>
10.	<p><b>Charging</b> Government funding is intended to deliver 570 hours or 1,140 hours of Government funded, high quality, flexible childcare annually. The funded hours must be able to be accessed free of charge to parents. There must not be any mandatory charges for parents in relation to the funded hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services.</p>
10.1. N	<p><b>The Council must:</b> Not intervene where families choose to purchase additional hours of provision or chargeable extras unless a family is expected to accept conditions to access the funded entitlement.</p>
10.2. L	<p>Ensure that the content of the Provider's Charging Policy that has been submitted to the Council is the current version and compliant in relation to Early Education and Childcare.</p>
10.3. N	<p>Take all steps available to ensure –</p> <p>that the funded place is free of charge to parents and Providers are aware that they can charge families for these voluntary chargeable extras:</p> <ul style="list-style-type: none"> <li>• consumables to be used by the child, such as nappies or sun cream</li> <li>• meals and snacks consumed by the child</li> <li>• extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework</li> </ul>

		<p>and Providers <b><u>must not</u></b> charge:</p> <ul style="list-style-type: none"> <li>• Top-up fees (any difference between a Provider's normal charge to parents and the funding they receive from the local authority to deliver free places)</li> <li>• the supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare</li> <li>• business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water</li> <li>• registration fees as a condition of taking up a child's free entitlement place</li> <li>• non-refundable deposits as a condition of taking up a child's entitlement place</li> <li>• general charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the free hours</li> <li>• any additional fees that are not specifically identified and itemised as being for chargeable extras as described in the Statutory Guidance</li> </ul> <p><b>The Council should:</b></p> <p>10.4. N Ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.</p> <p><b>The Provider must:</b></p> <p>10.5. N Ensure parents must be able to opt out of paying for chargeable extras and the associated consumable or activity for their child. For activities and extra services, providers should be made aware that participation in any optional extra activity should be on the basis of parental choice and a willingness to meet the charges. In these circumstances, local authorities should ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.</p> <p>10.6. N Have a policy in place explaining the alternative options if a parent has opted out of paying for chargeable extras and the associated consumable or activity for their child.</p> <p>10.7. N Be mindful of the impact of charges on families, particularly the most disadvantaged. Providers who choose to offer the entitlements, are responsible for setting a policy on providing parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow parents to access the entitlement for free, including allowing parents to supply their own, or waiving the cost of these items.</p> <p>10.8. L Describe and title their chargeable extras as defined within the statutory guidance to avoid confusion.</p> <p>10.9. N Deliver the funded entitlements consistently so that all children accessing any of them will receive the same quality and access to provision, regardless of whether they pay for optional hours, services, meals or consumables.</p>
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	<p>The reference to quality refers to the Early Years Foundation Stage Statutory Framework which is mandatory for all early years providers in England and sets out the standards that must be met to ensure that children learn and develop well and are kept healthy and safe.</p>
10.10. L	Ensure the Charging and Admission Policies are available to families as part of the registration process to enable them to make an informed decision about their childcare requirements prior to signing a childcare contract /agreement.
10.11. N	Work with parents to ensure that as far as possible the pattern of hours offered are convenient for parents' working hours.
10.12. L	Refund a deposit in full to parents within 6 weeks of their child starting their funded place unless chargeable extras or non-funded hours apply.
10.13. L	Not treat the funding as a discount on invoices or require parents to pay a registration fee as a condition of taking up their child's funded place.
10.14. L	Not offset funding income against fees owed.
10.15. N	<p>Ensure all families have fair access to a funded place and is aware the Council should intervene if a provider seeks to make additional hours, optional services or optional consumables a mandatory condition of taking up a funded place.</p> <p>This means it is not permissible to set a certain number of places as fully funded in a session and the remaining places incur chargeable extras.</p>
10.16. N	Ensure their invoices and receipts are clear, transparent and itemised as defined within the statutory guidance.
10.17. N	<p>The itemised fees must be described in the Provider Charging Policy so that families are aware what is being purchased / agreed.</p> <p>For Example:</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: 45%;"> <p style="text-align: center;"><b><u>Invoice Extract</u></b></p> <p><b>Non-Food Consumables</b> 1 session at £10.00</p> <p><b>Food Consumables</b> 1 session at £2.00</p> <p><b>TOTAL: £12.00</b></p> </div> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; width: 45%;"> <p style="text-align: center;"><b><u>Charging Policy Extract</u></b></p> <p><b>Non-Food Consumables - £10.00 per session</b></p> <ul style="list-style-type: none"> <li>Nappies</li> <li>Sun Cream</li> <li>Wipes</li> </ul> <p><b>Food Consumables - £2.00 per session</b></p> <ul style="list-style-type: none"> <li>Hot Meal</li> <li>Snack</li> </ul> </div> </div>
10.18. N	Unless exempt, publish on their provider website and/or the Council's local directory clear and up-to-date information about their fees including chargeable extras and when the entitlements can be claimed.

	<div> <p><b>Recommendation(s):</b></p> <p><b>Childcare Agreement / Contract</b>  Agree in writing as a minimum the childcare arrangement between the family and provider to avoid ambiguity concerning:</p> <ul style="list-style-type: none"> <li>• Booked hours / sessions</li> <li>• Fees that will be payable</li> <li>• Variations</li> <li>• Notice period (and how this is communicated)</li> </ul> <p><b>Competition and Markets Authority (CMA)</b>  Refer to the <a href="#">CMA for information</a> concerning consumer protection law and guidance.</p> <p><b>Charging Policy Content</b>  Refer to the <a href="#">Council's guidance for policy content</a> that is required as part of this Agreement.</p> </div>
<b>11.</b>	<b>Funding Payments</b>
	<b>The Council will:</b>
11.1. L	Establish a 12-month schedule of dates to ensure payments are received promptly at the beginning of each month.
11.2. B	Pay providers monthly unless the provider has chosen to opt out based on submitted estimates and actuals. Those that have opted out will receive an initial payment of 80% and a final balance.
11.3. L	Amend future early education payments to include adjustments from a previous claim period.
11.4. L	Recover early education overpayments via an invoice if it is not possible to adjust a future early education payment.
11.5. L	Reduce early education payments to recover monies owed to the Council for Early Years training and/or grants.
11.6. L	Pay Childminders registered with an agency directly.
11.7. N	Provide a template annually to enable providers to create an indicative budget for each funding entitlement.
11.8. L	Pay providers for actual attendance and short-term absences up to 4 weeks in a continuous block. Providers must seek advice from the Council about the funding if the absence exceeds 4 weeks.
11.9. N	Pay an early years pupil premium for all eligible children where data and consent has been provided.

11.10. N	Pay an annual disability access fund where eligibility has been established.
11.11. N	Pay a deprivation supplement as defined within the formula to the Provider for children meeting the criteria.
11.12. N	Pay as determined by DfE any additional grant funding which is made available to providers in line with the conditions of the grant.
11.13. N	Unless stated otherwise, all funding payable under this Agreement is exclusive of Value Added Tax.
<b>12.</b>	<b>Compliance</b>
	<b>The Council will:</b>
12.1. L	<p>Can carry out on-site/remote audit checks on a Provider to ensure compliance with the requirements of delivering the funded entitlements, participation in monitoring and supply of data referred to in this Agreement. These checks can include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Funding has been used for the purpose it was claimed</li> <li>• Daily registers of attendance</li> <li>• Parent / Carer claim forms</li> <li>• Consent to claim funding</li> <li>• Supporting documentation to evidence eligibility</li> <li>• Policies relating to early education</li> <li>• Documentation relating to the Agreement</li> <li>• Data has been supplied within the deadlines stated by the Council</li> <li>• Safeguarding</li> <li>• Funding</li> <li>• Sufficiency</li> <li>• Staff and Contact</li> <li>• Grant Monitoring</li> </ul>
12.2. L	Provide reasonable notice that the provider has been selected for an audit check and opportunity to prepare / collate documentation.
12.3. L	<p>Request copies of parent / carer claim forms for a compliance check. The check will determine if:</p> <ul style="list-style-type: none"> <li>• a signed form has been obtained and completed in full</li> <li>• the form relates to the funding entitlement claimed</li> <li>• the funding arrangement denoted on the form is accurately recorded in the Portal</li> </ul>
12.4. L	Notify the Provider that the documentation pertaining to this Agreement (listed below) have met the compliance check undertaken by the Council.
12.5. L	Notify the Provider that the documentation pertaining to this Agreement (listed below) have not met the compliance and will recommend amendments to be made to attain compliance.

<p>12.6. L</p> <p>12.7. L</p> <p>12.8. L</p>	<p><b>The Provider must:</b></p> <p>Co-operate with the Council by providing all the requested documentation within the requested deadline.</p> <p>Ensure the content of the following documents meets the requirements of this Agreement by clearly articulating compliance to the statutory guidance.</p> <ul style="list-style-type: none"> <li>• Charging Policy</li> <li>• Admission Policy</li> <li>• Complaints Policy</li> <li>• Sample Invoice</li> </ul> <p>NB: It is acceptable to combine the policies into one Early Education Policy.</p> <p>Upon request submit the above documentation to the Council for a compliance check.</p> <p>Ensure the Council has on file the current version of each document listed above.</p> <div style="border: 1px solid black; border-radius: 10px; padding: 10px; margin-top: 10px;"> <p><b>Recommendation:</b>  Refer to the Council's guidance for policy content that is required as part of this Agreement.  <a href="#">Norfolk Schools and Learning Providers - NCC - Funding Agreement</a></p> </div>
<p>13. B</p>	<p><b>Termination and withdrawal of funding</b></p> <p><b>The Council</b> may terminate this Agreement and any Early Education and Childcare Funding payment with immediate effect if:</p> <ul style="list-style-type: none"> <li>• The Provider ceases to operate as a Childcare Provider, as defined by regulation 6 of <a href="#">The Childcare (Free of Charge for Working Parents) (England) Regulations 2022</a>.</li> <li>• The overall effectiveness of the Provision ceases to meet the description as set out in clause 6.1 of this Agreement.</li> <li>• The Council has significant safeguarding or welfare concerns for children.</li> <li>• The Provider has defrauded, attempted to defraud, or conspired to defraud the Council.</li> <li>• The Provider is declared bankrupt or insolvent or goes into liquidation.</li> <li>• The Approved Provider registration by Ofsted / Agency / ISI is – <ul style="list-style-type: none"> <li>○ Resigned or Withdrawn</li> <li>○ Suspended</li> <li>○ Cancelled</li> </ul> </li> </ul> <p>Where a Provider has their registration suspended, their Portal account will be suspended with immediate effect, meaning that the Provider cannot add any further claims or receive any payments. Following the suspension being lifted,</p>



the Provider will be invoiced for the funded entitlement during their period of suspension that they have already received.

The Council may terminate this Agreement and any Early Education payment at any time by giving one month's written notice if:

- The Secretary of State for Education advises the Council to do so.
- The Provider has failed to meet their key responsibilities.
- The Provider has breached statutory requirements or safeguarding issues.
- Where, in the opinion of the Council, the Provider has breached its obligations under this Agreement and that breach is material, an on-going issue and/or adversely affects families taking up a funded place in accordance with the statutory guidance.

This will be assessed on the following –

- the nature and severity of the alleged breach
  - the number of complaints received from families and evidence provided
  - regularity of the same or similar complaints
  - the outcome of previous complaints and solution
  - the ability to remedy and comply in the future
  - the alleged breach is a one-off or an on-going issue
  - the impact to families accessing their entitlement
- The Provider persistently breaches its obligations under the Agreement
  - The Provider does not remedy a breach of the Agreement within the deadline issued by the Council
  - The Provider fails to provide compliant documentation within the Councils deadline.

Upon termination the Provider will be immediately removed from the Approved Provider List held by the Council.

Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one month's written notice to the other party.

**The Provider** can terminate the Agreement by providing one month's notice to the Council in writing.

If termination is due to closure, where possible the Provider should support the Council to provide a brokerage service to families seeking alternative provision.

		<p>If the Provider has received Grant funding within 12 months of the termination notice date, this must be returned in accordance with the conditions of the grant.</p> <p>If a provider is permanently closing, they must have regard to relevant legislation and other similar instruction to legally close. This includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• Charity Commission</li> <li>• Constitution</li> <li>• Asset transfer</li> <li>• HMRC</li> <li>• Cessation of contractual arrangement(s)</li> <li>• Data Protection for securely storing / disposal of documentation</li> </ul>
14.	B	<p><b>Appeals Process</b></p> <p>The Council may decline or withdraw a Provider's ability to claim Early Education and Childcare Funding. The Provider can appeal against the decision within 10 working days of receiving the notification by following the Council's Appeals Procedure: <a href="#">Norfolk Schools and Learning Providers - NCC - Appeals Procedure</a></p>
15.	L	<p><b>Agreement Renewal</b></p> <p>This Agreement will automatically renew at the start of each academic year on the terms and conditions that are applicable at the time.</p> <p>Providers are responsible for maintaining their information pertaining to the Agreement including but not limited to:</p> <ul style="list-style-type: none"> <li>• Funding entitlements offered to families</li> <li>• Funding offer including weeks</li> <li>• Legal Status</li> <li>• Chargeable Extras</li> <li>• Contact Names and details</li> <li>• Policies</li> </ul> <p><b>The Council will:</b></p> <p>Engage with providers as set out in clauses 3.2.and 3.3, where the Terms and Conditions of this Agreement require amendment.</p> <p>Once the amendments are confirmed, all Providers will receive the following -</p> <ul style="list-style-type: none"> <li>• details of the specific changes</li> <li>• "next step" instructions to avoid / remedy a breach and deadlines if applicable</li> <li>• termination instructions</li> </ul>
16.	B	<p><b>Complaints Procedure</b></p> <p><b>The Council:</b></p> <p>Will investigate or signpost as appropriate any complaint received. For local guidance, please refer to the webpage - <a href="#">Norfolk Schools and Learning Providers - NCC - Complaints Procedure</a></p>

	<p><b>The Provider:</b></p> <p>Must ensure they have a complaints policy in place that is published and accessible for parents/carers who are not satisfied that their child has received their funded entitlement in the correct way.</p> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; margin-top: 10px;"> <p><b>Recommendation:</b></p> <p>The complaints policy as a minimum should include details on how a complaint or concern will be dealt with, the stages of the process, timescale, how it will be addressed, how it will be recorded and to whom the complaint can be addressed.</p> <p>It is recommended that a section is included for the following -</p> <ul style="list-style-type: none"> <li>• when there is a concern about how personal information is handled, if it is wrong, lost or shared without consent</li> <li>• the use of social media and how families can address their concerns</li> </ul> <p>The policy should also encourage families to address funding issues initially with themselves before signposting them to the Council.</p> </div>
17. B	<p><b>Insurance</b></p> <p>The Provider must always maintain appropriate and adequate levels of public liability and employer's liability insurance cover with a reputable insurance company based on the age range of the childcare business.</p> <p>Upon request, the Provider shall supply to the Council within 10 days a copy of the insurance certificate for public and employer liability.</p> <div style="border: 1px solid black; border-radius: 15px; padding: 10px; margin-top: 10px;"> <p><b>For Reference:</b></p> <ul style="list-style-type: none"> <li>• Ofsted Early Years Register - for children aged from birth to 31 August after their fifth birthday</li> <li>• Ofsted Childcare Register (Compulsory) - for children from 1 September after the child's fifth birthday up until their eighth birthday</li> <li>• Ofsted Childcare Register (Voluntary) - for children aged 8 and over</li> <li>• Early years foundation stage – for children from birth to five</li> <li>• Key Stage 1 – children aged 5 to 7</li> <li>• Key Stage 2 – children aged 7 to 11</li> </ul> </div>
18.	<p><b>Law and jurisdiction</b></p> <p>The provisions of this Agreement will be governed by and construed in accordance with English Law. In respect of all matters arising under this Agreement the parties hereby submit to the exclusive jurisdiction of the Courts of England.</p>