



Directorate for Children's Services

Director **Steve Crocker**

Isle of Wight Council

**Early Years Education
Payment Funding Terms and
Conditions**

Financial Year 2018 – 2019

Contents

Section

	Page	
1	Definitions and Interpretation	4
2	Purpose of Early Years Education (EYE) Payment	10
3	Payment of Early Years Education (EYE) Payment	10
4	Use of Early Years Education Payment	12
5	Accounts and Records	12
6	Monitoring, Reporting, Auditing and Compliance	13
7	Acknowledgement and Publicity	14
8	Intellectual Property Rights	15
9	Confidentiality	15
10	Freedom of Information	16
11	Data protection and General Data Protection Regulation (GDPR)	17
12	Audit and Compliance, Withholding, suspending and repayment of Early Years Education (EYE) Payment	18
13	Termination	20
14	Anti-Discrimination	21
15	Human Rights	21
16	Limitation of Liability	21
17	Warranties	22
18	Insurance	23
19	Duration	24
20	Assignment	24
21	Waiver	24
22	Notices	24
23	Dispute resolution	25
24	No partnership or agency	25
25	Joint and several liability	25
26	Contracts (Rights of Third Parties) Act 1999	25
27	Entire Agreement	26
28	Variation	26
29	Governing Law	26
30	Schedule 1, Delivery of free Early Years Education	27
31	Schedule 2, Early Years Education Funding Rate and Payment Schedule	35
32	Schedule 3, Privacy Notice	39
33	Schedule 4, Special Conditions of Early Years Education Payment	40

Directorate for Children's Services
Director **Steve Crocker**

34	Schedule 5, Procedure to Audit, Withdraw/Suspend Early Years Education Payment	43
35	Schedule 6, Information for parents/carers on the Providers Special Education Needs and Disability (SEND) Local Offer	46
36	Schedule 7, Early Education and Childcare – Complaints	47
37	Appendix 1, Funding Arrangements	49
38	Appendix 2, Further Information	50

PARTIES

- (1) **ISLE OF WIGHT COUNCIL** of County Hall, Newport, Isle of Wight, PO30 1UD (**the funder**).
- (2) The Approved Early Years Education Provider (**the provider**).

BACKGROUND

- a) These Early Years Education Payment Funding Terms and Conditions have been updated to include the requirements of the Early Education and Childcare Statutory Guidance March 2017 and to implement the extended 15 hours entitlement (30 hours).
- b) The Funder has agreed to pay the Early Years Education Payment to the Provider to assist it in carrying out the ‘Local Authority’ statutory duty to secure early education places to access the delivery of Free Early Years Education.
- c) This document sets out the Terms and Conditions on which the Early Years Education Payment is made by the Funder to the Provider.
- d) These Terms and Conditions are intended to ensure that the Early Years Education Payment is used for the purpose for which it is awarded.

AGREED TERMS

1 DEFINITION AND INTERPRETATION

In these Terms and Conditions the subsequent terms shall have the following meanings:

Agreement	Means this document, together with any schedule’s attached. The Schedules form part of the Terms, any reference to the Early Years Payment Funding Terms and Conditions includes the Schedules; the provisions in the Schedules shall prevail.
Commencement Date	1 st April 2018
Compliance and Audit Review	Means the review undertaken by the Council to ensure the Early Years Education is delivered in accordance with these terms and conditions and in line with the Isle of Wight Council’s Early Education ‘provider guidance’ which early education providers must have regard to when seeing to discharge their duties under these terms and conditions www.iwight.com/childcare

Deprivation funding	Means the element of the Early Years Single Funding Formulae (EYSFF) applied in relation to claimed children where a child's home address is identified deprivation as indicated by the Deprivation Affecting Child Index (IDACI)
Department for Education (DFE) Eligibility Criteria for two year olds	Means the criteria used to determine eligibility for a funded 2 year old place as described by Department for Education (DfE) and published on the Early Years webpages www.iwight.com/eysparentinfo
Disability Access Fund	Means a fund to support eligible children with disabilities of £615 per year
Early Years Foundation Stage (EYFS)	Means the statutory framework for the delivery of Early Years Education (EYE)
Early Years Education Payment	Means the hourly rate as determined by the Early Years Single Funding Formula to be paid to the Provider in accordance with these Terms and Conditions.
Early Years Education Payment Period	Means the period for which the Early Years Education Payment is awarded
Early Years Single Funding Formula (EYSFF)	The council's mechanism to determine the hourly rate of the early years funding payment as defined by the Early Years Education and Childcare Statutory Guidance for local authorities published by the Department for Education
Early Years National Funding Formula (EYNFF)	Rate of the early years funding payment as defined by the Early Years Education and Childcare Statutory Guidance for local authorities published by the Department for Education
Early Years Education Nominee	The individual who has been nominated to legally represent the Funder.
Early Years Education Review and Monitoring Meeting (ERMM)	A meeting of the Provider and representatives of the Local Authority to review, concerns around contractual compliance.

Directorate for Children's Services
Director **Steve Crocker**

Early Years Pupil Premium (EYPP)	Means the individual funding introduced from April 2015 to support disadvantaged children receiving their free 3 year old or 4 year old EYE entitlement.
Early Years Advisory and Team (EYAT)	Sits within Directorate for Children's Services, provides a team of early years advisors to support Schools and settings with the implementation of the Early Years Foundation Stage.
Early Years SEN Advisory Team (EYSENAT)	Directorate for Children's Services, Schools and Learning Division provide a team of SEN advisors to support children in the home and educational establishments.
Eligibility / DERN Code	The code or reference number provided by Her Majesty's Customs and Excise (HMRC) to parents who register for Extended 15 hours entitlement (30 Hours)
Exceptional Circumstances	It is recognised that there may be exceptional circumstances which may require a child to move mid funding period. There is not an exhaustive list, but acceptable reasons include: <ul style="list-style-type: none"> • Child Protection • Safeguarding • Moving out of the area
Extended Entitlement (30 hours)	The extended free childcare entitlement for working parents of three- and four-year-olds will provide eligible parents with a total of 30 hours of free childcare per week, over 38 weeks or the equivalent number of hours (1140 hours) across more weeks per year.
External Team Around the Setting (ETAS)	The meeting of the Provider and representatives of Early Years Advisory Team (EYAT) and Finance Team to review, discuss and 'action plan' matters of quality improvement and/or other issues/concerns as defined by OFSTED or in compliance with these terms and conditions.
Flexibility	A pattern of flexibility that follows the national set guidelines to allow children to take up their full entitlement to a free place at times that best support their learning and development and at times which fit the needs of the parents to enable them to work or increase their hours of work if they wish to do so.

Directorate for Children’s Services
Director **Steve Crocker**

Free Early Years Provision	The delivery of Early Years Education (EYE) free of charge described in Schedule 1
Funder	The Isle of Wight Council through its representatives of Children Services.
Funding	The Early Years Education (EYE) payment provided by the Isle of Wight Council to the provider after accepting the Provider’s headcount claim for the relevant period.
Fundamental British Values	Means democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. The promotion of fundamental British values will be reflected in the EYFS and exemplified in an age-appropriate way through practice and guidance.
Governing / Registered Body	The Governing Body of the Provider including their directors, trustees or committee members.
Headcount	The prescribed headcount data and process used to claim Early Years Education (EYE) funding by the Provider in order to receive the payment of Funding. Claims are made by emailing an electronic copy of the headcount form.
Improvement and Intervention Support Programme	The Early Years Improvement and Intervention Support Programme (IISP) gives support to schools and providers ¹ in relation to the actions from Ofsted inspections where the outcome is less than good or where there is a trigger for additional support.
Maintained Provision	A local authority school with a nursery unit.
Ofsted	Office for Standards in Education or independent inspection body approved by the Secretary of State.
Privacy Notice	Required notice that Providers display information to inform parents of the purpose of data collection and how the Funder uses the information provided; and the notice required to be given to staff to inform them of the purpose of data collection for the EYSFF.

¹ Childminders and Childminder Agencies receive improvement support through the Local Authority EYE Network.

<p>Prohibited Act</p>	<p>Means</p> <ul style="list-style-type: none"> a) Offering, giving or agreeing to give to any servant of the Funder, any gift or consideration of any kind as an inducement or reward for; <ul style="list-style-type: none"> i) Doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance under these terms and conditions or any other contract with the Funder; or ii) Showing or not showing favour or disfavour to any person in relation to these terms and conditions or any other contract with the Funder. b) Entering into this Agreement or any other contract with the Funder where a commission has been paid or has been agreed to be paid by the Provider or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Funder. c) Committing any offence; <ul style="list-style-type: none"> i) Under the Bribery Act 2010 ii) Under legislation creating offences in respect of fraudulent acts: or iii) At common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Funder; or d) Defrauding or attempting to defraud or conspiring to defraud the Funder.
<p>Provider</p>	<p>The approved early years and childcare organisation that has been accepted by the Funder as an approved Early Years Education (EYE) provider and issued with a Unique Reference Number (URN) to enable Early Years Education (EYE) funding to be made. A Provider will be allocated a Unique Reference Number if they are approved and are</p>

Directorate for Children’s Services
 Director **Steve Crocker**

	<p>one of the following:</p> <ul style="list-style-type: none"> a) An Early Years Provider other than a childminder registered on the Ofsted Early Years register; or b) A childminder registered on the Ofsted Early Years Register; or c) A childminder registered with a childminder agency which is registered with Ofsted²; or d) A childminding agency which is registered with Ofsted; or e) A school taking children aged two and over and therefore exempt from registration with Ofsted as an early years provider.
SEND Local Offer	The Provider’s published information about services available for children and young people from birth to 25 who have special education needs (SEN) and/or disabilities (SEND)
Standard Offer	Free Early Years Education (EYE) entitlement of 570 hours a year per eligible child, provided as 15 hours per week for 38 weeks per year. Offered through a flexible delivery within the parameters of <i>Section A2: Department for Education (DfE) Early Education and Childcare, Statutory Guidance for Local Authorities</i>
Stretched Offer	Stretching the standard and extended offer and offering the Early Years Education entitlement of less than 15 or 30 hours per week depending on eligibility and over more than 38 weeks
Two Year Old Offer	The free Early Years Education (EYE) entitlement of 570 hours a year per child who is approved and meets the two year old published eligibility criteria as determined by the DfE and have been approved by the Funder as eligible.
Terms and Conditions	This document together with any schedule attached. The Schedules form part and shall have effect as if set out in full in the body. Any reference to the Early Years Education (EYE) Payment Funding Terms and Conditions includes the Schedules. If there is inconsistency between any of the clauses of this document and the Schedules, the provisions of the Schedules shall prevail.

² It will be determined and agreed locally whether childminders registered with a childminder agency are funded directly through the childminder agency.

2 PURPOSE OF EARLY YEARS EDUCATION PAYMENT

2.1 The Provider shall use the Early Years Education (EYE) Payment for the delivery of the Free Early Years Provision and in accordance with the Terms and Conditions set out in this document. The EYE Payment shall not be used for any other purpose without the prior written agreement of the Funder.

2.2 The Provider shall not make any significant change to the Free Early Years provision which may affect the Funding, or its compliance with the Terms and Conditions of this Agreement without the Funder's prior written agreement. In the event of any liabilities arising at the closure, removal or suspension of the Free Early Years Provision, including (but not limited to) any redundancy liabilities for staff employed by the Provider to deliver the Free Early Years provision, these liabilities must be managed and paid for by the Provider and not through the EYE Funding.

3 PAYMENT OF EARLY YEARS EDUCATION PAYMENT

- 3.1 The EYE Payment funding will be determined by a set hourly rate. The hourly rate will be calculated using the Funder's published Early Years Single Funding Formula. (Schedule 2).
- 3.2 Subject to clause 12, the Funder shall pay the EYE Payment to the Provider on approval of submission and approval of an EYE Payment claim in accordance with Schedule 2.
- 3.3 No EYE Payment shall be paid unless and until the Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Free Early Years Provision.
- 3.4 The EYE Payment shall be paid into a bank account in the name of the Provider which must be an ordinary business bank account. (In the case of a Sole Trader or Partnership, it is recommended that the bank account be separate from their personal bank account(s)³)
- 3.5 The Provider shall repay to the Funder any money incorrectly paid to it either as a result of an administrative error or otherwise within 10 working days. This includes

³ It is good practice for any business to have a separate bank account for transactions that occur in delivering a particular service / business activity. Where a business account is not available, such as through a Childminder or Sole Trader using their personal bank account, **the provider must understand that for any audit purposes it is the personal bank account that will need to be reviewed by the Funder.**

Directorate for Children's Services
Director **Steve Crocker**

(without limitation) situations where either an incorrect sum of money has been paid or where EYE Payment monies have been paid in error before all conditions attaching to the EYE Payment have been complied with by the Provider.

- 3.6 The Provider shall repay to the Funder within 20 working days any EYE Payment monies for children claimed should the operation cease trading, be suspended or the agreement terminated during a funding period.
- 3.7 When a child leaves mid funding period prior to Headcount date, the Provider must calculate the number of hours accessed and submit an appropriate claim. They must calculate the balance remaining of the funding for the child from the day the child leaves to the end of the claimed funding period and notify any new provider (if known) of the balance of hours unused for the remainder of the period.
- 3.8 When a child leaves mid funding period after Headcount date, the provider must calculate the balance remaining of the funding for the child from the day the child leaves to the end of the claimed funding period and past funding periods in the current financial year and pass this information onto the new provider. Appropriate claim or dedication of hours must then be made on the next headcount form.
- 3.9 If the Provider receiving funding is a childminding agency, the full amount of the EYE funding paid to the childminder agency by the funder must be passed to the childminders delivering the EYE placement.
- 3.10 It is the responsibility of the Provider to ensure parental contracts are completed in respect of a funding claim for each child at the start of a funding period and that parents are made fully aware on how they can access their entitlement during each period.
- 3.11 It is the responsibility of the Provider to calculate all claims correctly.
- 3.12 The Provider must ensure that children are not prevented from accessing their full entitlement. Where a Provider considers there is a justified reason for such exclusion, then, the Provider must first seek agreement from the Funder before any exclusion from the EYE hour's takes place.

4 USE OF EARLY YEARS EDUCATION (EYE) PAYMENT

- 4.1 The Provider shall not use EYE Payment to:
- a) Make payments to trustees, if registered as a Charity;
 - b) Purchase buildings or land; unless this has been approved in writing by the Funder.
- 4.2 Any liabilities arising at the closure, removal or suspension of the Free Early Years Provision including any redundancy liabilities for staff employed by the Provider to deliver the Free Early Years Provision, must be managed and paid for by the Provider through other resources of the Provider. There will be no additional funding available from the Funder for this purpose.
- 4.3 Providers in receipt of Income Deprivation Affecting Children Index (IDACI) deprivation /EYPP funding element that might have been applied to the EYE Payment must be able to demonstrate and evidence when requested how the funding was used to benefit outcomes for children. The types of expenditure activity that it could be used for are:
- a) Staffing to support individual children
 - b) Staffing to support dialogue and discussion with parents
 - c) Resources to support individual children
 - d) Individual staff training to support an area of need identified for one or more children at the setting, e.g. attachment, identified SEN need, toileting, child development, speech delay.
 - e) Whole staff training to meet a broad need as identified for a number of vulnerable children, e.g., attachment.
 - f) Provision of external specialist support.
 - g) Staff release to liaise with specialist provision or other professional team or support agency.
 - h) Staff release to support childcare voucher and working tax credit claiming.
 - i) Research materials for staff development.
 - j) Provision for both indoor and outdoor resources
 - k) Transition activities – staffing costs to support activities taking place.
 - l) Focussed activities or interventions for individuals and groups related to priority needs – such as speech and language.

5 ACCOUNTS AND RECORDS

- 5.1 The EYE Payment shall be shown separately in the Providers accounts.
- 5.2 The Provider shall keep accurate and up to date accounts and records of the receipt and expenditure of the EYE Payment monies received by it.
- 5.3 The Provider shall keep all invoices, receipts and accounts and any other relevant documents relating to the expenditure of the EYE Payment for a period of at least six

years following receipt of any EYE Payment monies to which they relate. The Funder shall have the right to review, at the Funder's reasonable request, the Provider's accounts and records that relate to the expenditure of the EYE Payment and shall have the right to take copies of such accounts and records.

- 5.4 The Provider shall comply and facilitate the Funder's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Funder.

6 MONITORING, REPORTING, AUDITING AND COMPLIANCE

- 6.1 The Funder may monitor the Provider as follows for example, but not an exhaustive list, in the following ways:
- a) Routine sample basis of 10% of provision
 - b) Checks and assessment of claims for funding
 - c) Early Years National Funding Formula data collection
 - d) Parental complaints
- 6.2 The Provider shall on request provide the Funder with such further information, explanations and documents as the Funder may reasonably require in order for it to establish that the EYE Payment has been used properly in accordance with these Terms and Conditions.
- 6.3 The Provider shall permit any person authorised by the Funder such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring, auditing and evaluating the Provider's fulfilment of these Terms and Conditions and shall, if so required, provide appropriate oral or written explanations from them.
- 6.4 The Provider shall permit any person authorised by the Funder for the purpose of monitoring, reporting and auditing to visit the Provider at any time during the period of the agreement to monitor the delivery of the Free Early Years Provision.
- 6.5 The Provider must provide information to the Funder when requested, including
- a) accurate data to support the headcount and claim
 - b) to determine the Early Years Single Funding Formula (EYSFF)
 - c) times available to parents
 - d) scale of fees and charges
 - e) sample invoice,
 - f) Early Years Education parental forms
 - g) evidence of registered children and their attendance records and audited accounts
 - h) staff qualifications and training records
 - i) upon request statistical data related to sufficiency of childcare places.
 - j) Data Collection Forms

- 6.6 The provider must provide timely and accurate information to the Funder when requested for completion of the Statutory Early Years Census.

7 ACKNOWLEDGEMENT AND PUBLICITY

- 7.1 The Provider shall acknowledge the EYE Payment in its annual report and accounts, including an acknowledgement of the Funder as the source of the EYE Payment.
- 7.2 The Provider must provide clear and transparent invoicing to parents that clearly shows the hours of EYE separately from any chargeable hours and/other services. Chargeable services agreed with the parent for each invoice period.
- 7.3 The Provider must publish clear information on how the Free EYE is delivered in the setting, as informed to the Funder through EYSFF process. This must be published in the setting's prospectus/contract documentation, included in any Provider website or appropriate publication and Isle of Wight Councils 'Directory of Providers'. The Provider must inform parents of the child's entitlement and how it can be taken up and how they can engage in the delivery of improved outcomes for their child. Any changes to the delivery of the EYE must be informed to and agreed by the Funder prior to any implementation.
- 7.4 The Provider must ensure published information is clear about fees for any additional hours the parent may wish to have and/or charges for additional services, e.g., meals, non-early years education services (such as ballet/languages/swimming, etc., which must be delivered outside of the EYE times.)
- 7.5 The Provider shall acknowledge the support of the Funder in any materials that refer to the Free Early Years Provision and in any written or spoken public presentations about the Free Early Years Provision. Such acknowledgements (where appropriate or as requested by the Funder) shall include the Funder's name and logo (or any future name or logo adopted by the Funder) using the templates provided by the Funder from time to time.
- 7.6 The Provider agrees to participate in and co-operate with promotional activities relating to the Free Early Years Provision that may be instigated and / or organised by the Funder.
- 7.7 The Funder may acknowledge the Provider's involvement in the Free Early Years Provision as appropriate without prior notice.
- 7.8 The Provider shall comply with all reasonable requests from the Funder to facilitate visits, provide reports, statistics, photographs and case studies relating to the Free Early Years Provision.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Funder and the Provider agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the Funder or the Provider before the Commencement Date or developed by either party during the EYE Payment Period, shall remain the property of that party.
- 8.2 Where the Funder has provided the Provider with any of its Intellectual Property Rights for use in connection with the Free Early Years Provision (Including without limitation its name and logo), the Provider shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by the Funder.

9 CONFIDENTIALITY

- 9.1 Subject to Clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter hold confidentially any business, technical or commercial information disclosed to as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this Clause shall not apply or shall cease to apply to business, technical or commercial information which:
- A) At the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the Terms of this Agreement by the receiving party;
 - B) Is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
 - C) Is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

10 FREEDOM OF INFORMATION

- 10.1 The Provider acknowledges that the Funder is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and co-operate with the Funder (at the Provider's expense) to enable the Funder to comply with these information disclosure requirements.

The Provider shall:

- a) Transfer the request for information to the Funder as soon as practicable after receipt and in any event within two working days of receiving a request for information.
 - b) Provide the Funder with a copy of all information in its possession or power in the form that the Funder requires within five working days (or such other period as the Funder may specify) of the Funder requesting that information; and
 - c) Provide all necessary assistance as reasonably requested by the Funder to enable the Funder 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 Environmental Information Regulations 2004.
 - d) Be aware that information provided to the Funder through payment process and other data collection activities or through correspondence or other media are also subject to Freedom of Information legislation.
- 10.2 The Funder shall be responsible for determining at its absolute discretion whether the information:
- a) Is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004
 - b) Is to be disclosed in response to a request for information, and in no event shall the Provider respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.3 In no event shall the Provider respond directly to a request for information unless expressly authorised to do so by the Funder.
- 10.4 The Provider acknowledges that the Funder 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 Environmental Information Regulations 2004 to disclose information:
- a) Without consulting with the Provider; or
 - b) Following consultation with the Provider and having taken its views into account.

Provide always that where Clause 10 5(b) applies the Funder shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate,

to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

- 10.5 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 Funder to inspect such records as requested from time to time.

11 DATA PROTECTION

- 11.1 The Provider shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and both parties will duly observe all their obligations under the DPA, which arise in connection with this Agreement.
- 11.2 Provider must publish and bring to the attention of users of the Free Early Years Provision the 'Privacy Notice' as set out in Schedule 3.
- 11.3 The Provider must be registered with the Information Commissioners Office and provide the Funder with the details of their registration number and date of issue upon request.

GENERAL DATA PROTECTION REGULATION (GDPR)

- 11.4 From the 25 May 2018 the introduction of the General Data Protection Regulation (GDPR) will apply and will replace the Data Protection Act 1998.
- 11.5 It introduces tougher fines for non-compliance of legislation and data breaches, and gives people more say over what companies can do with their data.
- 11.6 The Provider, as data controllers will need to review the requirements of the GDPR. This will include:
- how you hold and use personal and sensitive data
 - update your policies and privacy statements.

The following information has been produced by the ICO for further help:

<https://ico.org.uk/media/1624219/preparing-for-the-gdpr-12-steps.pdf>

<https://ico.org.uk/for-organisations/resources-and-support/data-protection-self-assessment/getting-ready-for-the-gdpr/>

To learn more visit the Information Commissioners Office (ICO) website: <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/>

Alternatively further information is available on the following links

Directorate for Children's Services
Director **Steve Crocker**

Charities commission: provides checklist and getting ready information.
<https://www.charitycommissionni.org.uk/news/gdpr-reminder-for-charities/>

PACEY: links to ICO but offers help
<https://www.pacey.org.uk/news-and-views/news/gdpr-is-coming-%E2%80%93-and-pacey-is-here-to-help/>

NDNA: provides need to know info and purchasable fact sheet:
https://www.ndna.org.uk/NDNA/Need_to_know/UK_Knowledge_Hub/GDPR_nurses.aspx

NDNA purchasable fact sheet:
https://www.ndna.org.uk/NDNA/Shop/Item_Detail.aspx?iProductCode=FACT211&Category=FACT&WebsiteKey=5e278c52-0dec-4482-ad81-d06b25949f8b

Out of schools alliance:
<https://www.outofschoolalliance.co.uk/GDPR-for-OSCs> - overview and
<https://www.outofschoolalliance.co.uk/shop/GDPR-pack> offer a purchasable pack

12 AUDIT AND COMPLIANCE – WITHHOLDING, SUSPENDING AND REPAYMENT OF EARLY YEARS EDUCATION PAYMENT.

- 12.1 The Funder's intention is that the EYE Payment will be paid to the Provider in full. However, without prejudice to the Funder's other rights and remedies, the Funder may at its discretion invoke the process within Schedule 5 of these terms and conditions, or withhold or suspend all or part of the payment of the EYE payment and/or require repayment of all or part of the EYE Payment if:
- a) The Provider does not sign the EYE Payment Funding Terms and Conditions acceptance documentation, return documentation requested and/or in relation to Early Years Funding including timely submission of headcount forms, Census documentations and requested documentation in respect of financial management for audit purposes;
 - b) The Provider uses the EYE Payment for purposes other than those for which they have been awarded or not in accordance with these terms and conditions;
 - c) The Provider is, in the reasonable opinion of the Funder, delivering the Free Early Years Provision in a negligent manner;
 - d) The Provider submits incomplete or incorrect Headcount data or in the period of adjustment data or EYNFF data returns, even when this is in error;
 - e) The Provider does not submit an accurate census return within the timeframe set by the Funder.

- f) The Provider has not made satisfactory progress with the delivery of the EYE as defined with the Ofsted regulatory inspection outcome and within the prescribed timeframe for improvement;
 - g) The Provider received over a period of time any Ofsted outcome which is Inadequate, Requires Improvement and which demonstrates that they have not made satisfactory progress during that period.
 - h) The Provider obtains funding from a third party which, in the reasonable opinion of the Funder, undertakes activities that are likely to bring the reputation of the Free Early Years Provision of the Funder into disrepute;
 - i) The Provider provides the Funder with any materially misleading or inaccurate information;
 - j) The Provider commits or has committed a Prohibited Act;
 - k) Any member of the governing body, employee or volunteer of the Provider has:
 - i. Acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Free Early Years Provision; or
 - ii. Taken any actions which, in the reasonable opinions of the Funder, bring or are likely to bring the Funder's name or reputation into disrepute;
 - l) The Provider ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - m) The Provider becomes insolvent or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
 - n) The Provider fails to comply with any of the Terms and Conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure.
- 12.2 Wherever under the Agreement any sum of money is recoverable from or payable by the Provider (including any sum that the Provider is liable to pay to the Funder in respect of any breach of the Agreement), the Funder may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the

Provider under the Agreement or under any other agreement or contract with the Funder.

- 12.3 The Provider shall make any payments due to the Funder without any deduction whether by way of set-off, lien, counterclaim, discount, abatement or otherwise.
- 12.4 Should the Provider be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Free Early Years Provision or compliance with this Agreement it will notify the Funder as soon as possible so that, if possible, and without creating any legal obligation, the Funder will have an opportunity to provide assistance in resolving the problem or to take action to protect the Funder and the EYE Payment monies. The Funder may make payments in part, suspend or withhold EYE payment if required.

13 TERMINATION

- 13.1 The Funder may terminate this Agreement and any EYE Payment as soon as it is practicable on giving the Provider written notice should it be required to do so by financial restraints or for any other reason in particular:
- a) The Secretary of State for Education advises the Isle of Wight Council to do so, or
 - b) The registration with Ofsted is withdrawn or changed significantly, or
 - c) The Provider cannot offer the full entitlement of 15 or 30 hours a week for eligible children (other than through lack of vacancies), or
 - d) Where Ofsted deem the Provider to be less than Good or Outstanding and it is deemed there is sufficient 'Good' or 'Outstanding' provision available, funding for 'Two Year Old Placements' may be withdrawn following the Governments guidelines; or
 - e) Where Ofsted rates the provision to be less than 'Good' or 'Outstanding' and the Provider does not commit to working with Isle of Wight Council to effect the necessary improvement; or
 - f) The Provider ceases to meet the requirements outlined in this agreement.
- 13.2 13.1 a) and b) will lead to immediate suspension from the scheme and suspension from the approved Directory of Providers. Ultimate removal from the scheme will be determined regarding the reasons made by the Department of Education (DfE) or Ofsted.

- 13.3 13.1 c) to f) inclusive will be considered as part of the Funder's procedure for removal or suspension of Providers from the Directory of Providers (Schedule 5), unless there is a legal obligation for the Funder to suspend or remove from the approved list with immediate effect.

14 ANTI – DISCRIMINATION

- 14.1 The Provider shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (*whether in race, gender, religion, disability, sexual orientation, age or otherwise*) in employment.
- 14.2 The Provider shall take all reasonable steps to secure the observance of Clause 13.1 by all servants, employees or agents of the Provider and all suppliers and sub – contractors engaged on the Free Early Years Provision.

15 HUMAN RIGHTS

- 15.1 The Provider shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Provider were a public body (as defined in the Human Rights Act 1998).
- 15.2 The Provider shall undertake, or refrain from undertaking, such acts as the Funder requests so as to enable the Funder to comply with its obligations under the Human Rights Act 1998.

16 LIMINATION OF LIABILITY

- 16.1 The Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Provider running the Free Early Years Provision, the use of the EYE Payment or from withdrawal of the EYE Payment. The Provider shall indemnify and hold harmless the Funder, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Provider in relation to the Free Early Years Provision, the non-fulfilment of obligations of the Provider under this Agreement or its obligations to third parties.
- 16.2 Subject to Clause 15.1, the Funder's liability under this Agreement is limited to the payment of the EYE Payment.
- 16.3 Nothing in this Agreement shall limit or exclude each party's liability for:

- a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors; and
- b) Fraud or fraudulent misrepresentation.

17 WARRANTIES

17.1 The Provider warrants, undertakes and agrees that:

- a) It will deliver the free entitlements consistently to all parents, whether in receipt of 15 and 30 hours and regardless of whether they opt to pay for optional services or consumables and ensure those children accessing the free entitlements should receive the same quality and access to provision to those who do not.
- b) The provider shall follow the Early Years Foundation Stage (EYFS), have clear safeguarding policies and procedure in place that link to the local authority's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- c) The provider must have arrangements in place to identify and support children with special educational needs and/or disabilities (SEND) and to promote equality of opportunity for children in their care. These arrangements should include a clear approach to identifying and responding to all children with special educational needs (SEN) whether or not they have an Education, Health and Care Plan (EHCP) in accordance with the Special Education Needs Code of Practice January 2015 and the statutory requirements of the Early Years Foundation Stage 2017.
- d) It has all necessary resources and expertise to deliver the Free Early Years Provision (assuming due receipt of the EYE Payment);
- e) It is not committed, nor shall it commit, any Prohibited Act;
- f) It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Funder immediately of any significant departure from such legislation, codes or recommendations;
- g) It shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, Orders, Regulations and Codes of Practice relating to Health and Safety, which may apply to employees and other persons working on the Free Early Years Provision;

- h) It has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- i) It has and shall keep in place systems to deal with prevention of fraud and/or administrative malfunction;
- j) All financial and other information concerning the Provider which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;
- k) It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules and regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the EYE Payment;
- l) Has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the EYE Payment on the terms contained in this Agreement; and
- m) Since the date of its last accounts there has been no material change in its financial position or prospects.

18 INSURANCE

- 18.1 The Provider shall effect and maintain with a reputable insurance company a policy or policies 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 (the Required Insurances).
- 18.2 The Required Insurances referred to above must be supported by a current annual policy certificate and include (but are not limited to):
- a) **Public Liability Insurance** with a limit of indemnity of not less than ten million pounds (£10,000,000)⁴ in relation to any one claim or series of claims arising from the Service; and
 - b) **Employer's Liability Insurance** with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Service;
 - c) **Professional Indemnity Insurance** with a limit of indemnity of not less than one hundred thousand pounds (£100,000) in relation to any one claim or series of claims arising from the Service.

⁴ Approved Childminders Public Liability Insurance is accepted at five million pounds (£5,000,000)

- 18.3 The Provider shall (on request) supply to the Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

19 DURATION

- 19.1 Except where otherwise specified, the Terms of this Agreement shall apply from the date of this agreement and remain in place unless Schedule 5 has necessitated the withdrawal of the Provider from the list of Approved Directory of Providers and/or the agreement is required to be terminated under the terms outlined in Section 19 of this agreement.
- 19.2 Any obligations under this Agreement that remains unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

20 ASSIGNMENT

- 20.1 The Provider may not, without the prior written consent of the Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or except as contemplated as part of the Free Early Years Provision, transfer or pay to any other person any part of the EYE Payment.

21 WAIVER

- 21.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

22 NOTICES

- 22.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, Emailed or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered or if Emailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day, they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23 DISPUTE RESOLUTION

- 23.1 In the event of any complaint or dispute (which does not relate to the Funder's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to a nominated Local Authority Officer or any other individual nominated by the Funder from time to time.
- 23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the Early Years Lead or other nominated individual, as the case may be, either party may refer the matter to a nominated Local Authority Officer and the Chair or Chief Executive of the Provider with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the parties.
- 23.3 In the absence of agreement under Clause 23.1, the parties may seek to resolve the matter through mediation under the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

24 NO PARTNERSHIP OR AGENCY

- 24.1 This Agreement shall not create any partnership or joint venture between the Funder and the Provider, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

25 JOINT AND SEVERAL LIABILITY

- 25.1 Where the Provider is neither a company nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Provider shall be jointly and severally liable for the Provider's obligations and liabilities arising under this Agreement.

26 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 26.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

27 ENTIRE AGREEMENT

27.1 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous versions advertised and any previous arrangements, understanding or agreement between them relating to the subject matter of this agreement.

28 VARIATION

28.1 The Funder reserves the right to amend these Terms and Conditions from time to time. The Funder shall notify the Provider of any such amendments prior to these amendments being incorporated to the Terms and Conditions. Any amendments will be notified through the provider's business email account and incorporated into the published Terms and Conditions with 20 working days of such notification. These amendments shall then form part of the Terms and Conditions which the Provider has signed for and accepted and be legally binding upon the Provider.

29 GOVERNING LAW

29.1 This Agreement shall be governed by and construed in accordance with the Laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

Schedule 1 Delivery of Free Early Years Education (EYE)

The following requirements must be met and agreed upon prior to a childcare provider being eligible for inclusion on the 'Directory of Providers'. The needs and best interests of the child should be paramount and the 'EYE' Entitlement should be delivered to a consistently high standard which provides a play based approach to help children to progress towards the early learning goals, in line with the principles and practice described within the Early Years Foundation Stage (EYFS).

- 1.1 The Provider shall deliver high quality flexible childcare free of charge to parents.
- 1.2 Providers must promote Equality and Inclusion, particularly for disadvantaged families, Early Years Pupil Premium (EYPP) funded children, Looked After Children (LAC), Children In Need (CIN) and children with Special Education Needs and Disabilities (SEND) by;
 - a) Removing barriers of access to Universal free EYE;
 - b) Working with parents to give each child support to fulfil their potential;
 - c) Maintaining a good working partnership with their Family Centres to maximise family learning, support and signposting to other appropriate services for the child and/or family.
 - d) Ensure Early Help Support/Services are taken up and referrals if appropriate made in partnership with Parents.
 - e) Ensure the Two year old check highlights areas where a child is progressing well and areas where intervention and support are needed and appropriate actions are taken to address these.
 - f) Ensure the Early Years Pupil Premium (EYPP) funding is used effectively by working both independently and in collaboration with partner agencies to benefit outcomes for children.
- 1.3 Providers must deliver free Universal EYE at times and in patterns that support parents to maximise the use of their child's free Universal EYE entitlement. There are 570 (Universal) hours⁵ per eligible birthday year and this is the maximum that will be paid for any child after their third birthday as set out in Point 1.23 and 1.33. There is a further 570 hours extended entitlement (30 hours) for eligible children. For those eligible children the maximum that will be paid shall be 1140 hours per eligible birthday year.

Flexibility and Partnership Working

- 1.4 The Provider should make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting. The Provider must

⁵ Children who have been admitted to Primary School and are attending a maintained school reception class are not entitled to any additional free hours outside their school reception class place as Local Authorities can meet their duty to secure the Universal entitlement through Reception class provision.

Directorate for Children's Services
Director **Steve Crocker**

indicate clearly to parents the dates, days and times the Free Early Years Education is available.

- 1.5 Where a Provider is unable to make the whole Universal free entitlement available through their own provision they should, in partnership with another approved provider ensure the maximum Universal free EYE per child of 570 hours (15 hours per week for 38 weeks) and the Extended free EYE per child of 570 additional hours (30 hours per week for 38 weeks) for each child in 12 month period from the date the child becomes eligible⁶.
- 1.6 Providers must seek written approval from the Funder where there is good reason that they are not able to open for a minimum of 38 weeks a year for 15 hours a week and where this suits parent's needs. The Provider must actively ensure that the parent is informed of the remaining hours available of their free entitlement so that the child if wished can access the remaining hours at another Provider if they choose. Additional hours accessed, must fall in line with the National Guidelines.
- 1.7 Emergency closures need to be notified to the Local Authority on the day of closure and to Ofsted within the fourteen day timeframe.
 - a) In the event of short time closure, that being five days or less, the Provider should liaise with parents and endeavour to provide alternative placements for each funded child.
 - b) In the event of closures lasting longer than five days, parents should be advised to go to www.iwight.com/wightchyps where they can find alternative placement. Funding will then be recalculated at the next headcount by the Provider, and/or the Local Authority.
- 1.8 Providers should incorporate partnership working with parents to agree how the child's individual needs are met when their free entitlement is split across different providers to ensure a smooth transition.
- 1.9 The delivery of free EYE must be offered flexibly at the best times to support children's learning and at times that fit in with the needs of parents. As a minimum in any one day, parents should be able to access their child's EYE placement in the following patterns:
 - No session to be longer than 10 hours
 - Not before 6.00 am or after 8.00 pm
 - A maximum of two settings on any one day.
- 1.10 Providers will endeavour to offer for each three and four year old child whose parents/carers so wish the maximum free EYE placement as outlined within the 'Early Education and Childcare Statutory Guidance for Local Authorities'. The Provider must indicate clearly to parents the dates and times the free EYE is available.

⁶ Children cannot take up their entitlement at more than a maximum of two sites in a single day.

- 1.11 Subject to application and approval by the Funder, the Provider can offer a 'stretched' placement enabling parents to access patterns of hours over a long period proportionate to an individual child's entitlement. The Provider will then deliver the 'Universal' term time offer and 'Stretched' offer at their setting.
- 1.12 Free places can be delivered
- Over/up to 52 weeks of the year
 - Outside of maintained school term times
 - At weekends

Provider Fees and Charges

- 1.13 Providers that are not able to provide access for the full entitlement (open for 38 weeks a year for 15 hours a week), can do so with the written permission from the Funder where it is demonstrated to meet a parent's needs e.g. Evenings, weekends, overnight stay.
- 1.14 Providers must submit to the Funder as part of the annual Early Years Single Funding Formula (EYSFF) process and at any other time when requested the start times and finish times that the Universal free EYE will be delivered and if different the start times and finish times of non-early year's education.
- 1.15 Parents cannot be charged for any part of the free EYE either directly or indirectly.
- 1.16 Providers must not include any administration fee for these places, any charges for goods or services, for example but not exclusively, meals, optional extras or additional hours or provision outside the EYE entitlement are not to be a condition of children accessing their free entitlement (see appendix 2)
- 1.17 Where parents are unable or unwilling to pay for meals and/or consumables, Providers who choose to offer the free entitlement are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks, or allowing parents to supply their own meals. Providers are responsible for setting a clear and transparent charging policy setting out how charges are being applied to enable parents to make an informed choice of Provider to meet their requirements.
- 1.18 It is the responsibility of the Provider to ensure appropriate records of all attendance and also absences are recorded. Providers must make all records in respect of Early Years Education available to the Local Authority for Audit purposes upon request.
- 1.19 Providers must ensure that parents/carers understand that the EYE funding is delivered based on the participation of their child at the EYE provision.

- 1.20 Providers **must not** claim unauthorised absences which continue longer than a **10 day period**. The withdrawal of EYE funding would mean that any associated costs of the child’s attendance at the provision would become a private funding arrangement with the parent/carer and the costs would be recoverable directly by the Provider from the parent/carer.
- 1.21 Providers should be completely transparent about any additional charges and 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 or other services.
- 1.22 Providers **must not charge parents “top up” fees** (the difference between a provider’s usual fee and the funding they receive from the Funder to deliver free places) or require parents to pay a registration fee as a condition of taking up a child’s free place.

Childs Eligibility

- 1.23 Children become eligible for the free entitlement from the beginning of the funder period following their second birthday (if eligible), or their third birthday, up to the term after their fifth birthday and the child is of statutory school age.

Born between	A child will be eligible for 2, 3 or 4 year old funding from the term starting
1 st January – 31 st March	1 st April
1 st April – 31 st August	1 st September
1 st September – 31 st December	1 st January

- 1.24 A childminder cannot claim EYE funding for providing childcare to their own children or the child of a relative even if they are caring for other children. A relative in relation to a child means a grandparent, aunt, uncle, brother or sister, whether of full blood or half blood or by marriage of civil partnership (small text)⁷
- 1.25 Children who are of compulsory school age are not eligible EYE funding Entitlement.
- 1.26 The Provider must have regard to the Isle of Wight Schools Admission Guidance. Children can start school in Reception Class (Year R) the September immediately following a child’s fourth birthday. The Provider is expected to ensure children leave the setting following a

⁷ Early Years provision is defined in Section 20 of the Childcare Act 2006. The definition of Childcare specifically excludes care provided for a child by a parent or step-parent (or other relative) can be found in Section 18 of the Childcare Act 2006. The provision by an independent childminder or a childminder of a Childminder Agency (for his/her own child) does not count as childcare in legal terms. Early Years Education Funding (DSG) cannot be claimed by, or spent on, parents providing childcare for their own child, even if they are claiming for other children.

well-informed discussion with parent's taking into account their views of a child's maturity and readiness to enter Reception Class.

- 1.27 In accordance with the Schools Admission Code, children are able to take a place in a maintained school Reception Class from the September following their fourth birthday. Parents can request that their child's admission is deferred until later in the year, but not beyond the point they reach compulsory school age, at the beginning of the term following their fifth birthday. Where a child does not take up their place in a Reception Class, a deferred entry declaration form must be completed so children may continue with the Provider and continue to receive Universal free EYE Payment Funding. EYE cannot be claimed in addition to attendance at school.
- 1.28 Where there is agreement with the parent, the Provider and the School to defer entry to Reception Class, the school shall be responsible for payment of up to 15 hours per week to the childcare Provider if the child is on the School Roll and the School has received payment for the child.
- 1.29 Where the child has not been admitted onto a School Roll, the Isle of Wight Council will continue to provide the Universal free EYE funding and the Extended Entitlement for as long as the child remains eligible until the child attends statutory provision.
- 1.30 For children aged four and five who have not taken up their school place for any reason in a maintained school, it is the Provider who must complete the Early Years Foundation Stage Profile⁸

Schedule 1 (A) Delivery of the Universal 15 hours

- 1.31 All Children who meet the eligibility birth dates as a three and four year old child⁹ can take up a Universal free EYE place. Children become eligible for the free entitlement from the beginning of the funding period following their second birthday (if eligible) or third birthday, up to the term after their fifth birthday and the child is of statutory school age. See notes 1.23 and 1.32.
- 1.32 Providers must deliver free Universal EYE at times and in patterns that support parents to **maximise** the use of their child's free Universal EYE entitlement. There are 570 (Universal) hours per eligible birthday year and this is the maximum that will be paid for any child after their second birthday as set out in point 1.33.

⁸ Early Years Foundation Stage Profile – consists of 20 items of information, the attainment of each child assessed in relation to the 17 Early Learning Goals (ELG) descriptors together with a short narrative describing the Child's three characteristics of effective learning.

⁹ The Child's residence is limited to the Isle of Wight Local Authority.

Born between	Start beginning or following
1 st January – 31 st March	1 st April
1 st April – 31 st August	1 st September
1 st September – 31 st December	1 st January

- 1.33 Only two year old children who meet the Department for Education (DfE) eligibility criteria for two year olds and have been approved by the Funder as eligible can take up a Universal free EYE place as a funded two year old¹⁰. The child must be resident on the Isle of Wight to be eligible for a funded place paid for by the Funder.
- 1.34 Providers must follow guidance provided on the Funders website: www.iwight.com/childcare and ensure they have made sufficient checks to confirm each child’s eligibility and secured the appropriate authorisation by checking eligibility including dates of birth, two year old reference numbers and EYPP funding through the SDA provider portal.

Schedule 1 (B) Delivery of the extended 15 hours childcare

- 1.35 Only providers registered with the Funder for the extended 15 hours entitlement (30 hours) will be allowed to submit claims for the extended entitlement.
- 1.36 The Funder and provider should ensure that parents are aware that the child’s parent must apply for the additional free hours through the Government’s online Childcare Service¹¹. **Eligibility for the additional free hours is determined by HMRC through this online application.**
- 1.37 The Funder and Provider should secure an additional 570 free hours a year over no fewer than 38 weeks of the year¹²¹³ for qualifying children in their area.
- 1.38 The Funder should ensure that the parents and Provider are aware that the eligibility code must be verified in accordance with local procedures before the child is able to take up the

¹⁰ Eligibility will not be reassessed and two year old eligible children remain eligible until they reach the age to receive the Universal entitlement for three and four year olds.

¹¹ Parents will be able to call a helpline in cases where they are unable to send information by electronic communications due to age, disability, inability to operate a computer effectively with the use of assisted digital support or where they live in remote locations where electronic communications are not practicable. The helpline will provide support on making an application through the electronic system (by an employee or agent of HMRC) using information that is supplied by the applicant over the phone.

¹² This equates to 15 hours a week for 38 weeks of the year.

¹³ Children who have been admitted to Primary School and are attending a state funded school reception class are not entitled to any additional free hours outside their school reception class place as Local Authorities can meet their duty to secure the extended entitlement through reception class provision.

Directorate for Children's Services
Director **Steve Crocker**

additional free hours and ensure that all Providers receive clear guidance on how to verify the eligibility code¹⁴.

- 1.39 A child will be entitled to the additional free hours from the term after both of the following conditions are satisfied.
- a) The child has attained the age of three; and
 - b) The child's parent has a current positive determination of eligibility form HMRC.
- 1.40 Children become eligible for the extended free entitlement from the beginning of the funding period following their third birthday, up to the term after their fifth birthday and the child is of statutory school age and the parent has confirmed eligibility from the HMRC as follows

A child born between	Parent has received a positive eligibility from HMRC	A child will be eligible for the extended entitlement from
1 January and 31 March	Prior to 1 April	1 April following the child's third birthday
1 April and 31 August	Prior to 1 September	1 September following the child's third birthday
1 September and 31 December	Prior to 1 January	1 January following the child's third birthday

- 1.41 **Grace Period:** Parents are required to confirm their eligibility every 3 months. The Funder and Provider should continue to fund a place for a child whose parents cease to meet the eligibility criteria (i.e. they should continue to receive the additional 15 hours a week over 38 weeks of the year, or its equivalent if the entitlement is being stretched) as set out in the table below:

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

¹⁴ The Local Authority will provide a validity checking service to providers to enable them to verify the code before parents take up a place.

Directorate for Children's Services
Director **Steve Crocker**

- 1.42 The Funder and Provider should ensure that the parents are aware that if they cease to meet the eligibility criteria and the 'Grace Period'¹⁵ has expired they can continue to take up their child's universal entitlement to 15 hours as set out in 1.31. If the parent has taken up the extended entitlement at more than one Provider, the Funder should continue to fund 15 hours at the Provider of the parent's choice.
- 1.43 The Funder and Provider will ensure that the parent is aware that there is a review and appeals process available to them if they disagree with the eligibility outcome as determined by HMRC. The review and appeals process is managed by HMRC.
- 1.44 The Funder will complete an audit check on eligibility codes at six fixed points in the year, half term and end of term across the year in line with dates in the table above. The Funder will notify Providers of the 'Grace Periods' and Providers are required to notify parents who are ineligible for the extended entitlement at the audit check date. (See Appendix 2 for example 4 for how the eligibility dates are applied).

¹⁵ A 'Grace Period' only refers to a child who has already claimed and the Funder has paid for extended hours.

Schedule 2 Early Years Education Funding Rate and Payment Schedule

Early Years Education Funding Rate

- 2.1 The Funder's Early Years Single Funding Formula (EYSFF) will determine the hourly rate to be paid to each setting for providing EYE for three and four year olds. The hourly rate will be fixed shortly before and continue throughout each financial year, starting from 1 April 2018.
- 2.2 The EYSFF has a single fixed base rate and a variable rate for each of the additional two elements: Flexibility and Deprivation. The rate for the elements of flexibility will be determined by the services offered:
- The choice of start and finish times for children (flexibility) and the number of weeks per year a setting is open.
 - The setting may receive additional funding based on the Income Deprivation Affecting Child Index (IDACI) rating which is calculated as an annual amount per hour based on the postcode of children attending the setting in the previous autumn term.
 - Providers may also receive Early Years Pupil Premium (EYPP)¹⁶ (deprivation) for eligible children.
- 2.3 Each individual setting will receive an indicative budget statement before the commencement of each financial year. This statement will provide a detailed break-down of the EYSFF hourly rate to be paid to that provision for the duration of the financial year. The statement will also include an estimate of hours, per funding period and subsequently an estimated budget to be paid for each funding period to that provision.
- 2.4 New settings for EYE will complete the EYSFF data return once they have been approved as a Provider for EYE. The banding will default to the base rate until the information is processed. Any difference in rate will be reconciled at the first headcount claim.
- 2.5 The Funder is not permitted to fund Providers with an inspection rating of 'Inadequate' by Ofsted unless the Funder is satisfied that the setting is likely to improve significantly at re-inspection or within an agreed timescale. Providers must notify the Local Authority on the day of inspection of their Ofsted judgement; **failure to do so may result in funding being withdrawn with immediate effect.**

Flexibility

- 2.6 To ensure the funding bandings and the Providers EYE delivery are as accurate and up to date as possible, the Local Authority will collect information from every approved Provider on an annual basis and will use this information to inform the January indicative budget

¹⁶ The payment of EYPP is subject to the DfE guidance and the receipt of application.

projection. The Provider will be required to confirm their latest data about start and finish times for children and details about their staff. The data provided will be set out and the indicative funding bandings for the next financial year. The Providers information confirms to the Funder the Providers delivery of the EYE. **The funding bandings will default to the lowest values where settings fail to provide information.**

- 2.7 The funding bandings for each setting will be fixed for each financial year and will be included within the settings indicative budget before the commencement of each financial year. The monetary value of the base and each of the funding bandings will be published in January, at the conclusion of the Funders budget process.

Funding Schedule – Funding Periods

- 2.8 Payments to providers at the start of the Autumn Term funding period (1 September – 31 December) and the Spring Term funding period (1 January – 31 March) will be made up of the amount as stated on the Indicative Budget Statement (Autumn Term) or previous term (Spring Term) and any balance due from the previous funding period (as stated above). Providers will be issued with a year-end reconciliation statement at the end of March taking into account all estimated payments and all submitted headcount forms.
- 2.9 Headcount claim forms for the Spring Term funding period will be required to be completed and returned to County Hall earlier than allowed for the other two funding periods (date to be confirmed). This is necessary in order to complete the Department for Education (DfE) Census return and process the claim forms to ensure any budget balance payments to providers completed before the end of the Financial Year.

Funding Schedule – Headcount Claims

- 2.10 Claims for eligible children (set out in Schedule 1 – Point 1.12 to 1.14) are submitted by the Provider for each funding periods for children who have been registered for agreed EYE hours by parent/carers through the signed ‘Parental Declaration Form’. Eligible children must be registered by the Headcount submission deadline date to be attending the setting during the funding period ending either, 31 March, 31 August or 31 December.
- 2.11 The Funder will publish actual headcount and claim dates. In principle the dates will be as follows:

Funding Period	Submit Headcount Claim by
Autumn Term (1 September – 31 December)	October Half Term
Spring Term (1 January – 31 March)	February Half Term In line with the Early Years DfE Census return in January
Summer Term (1 April – 31 August)	May Half Term

The headcount form will be checked and approved for payment by the Funder.

- 2.12 Headcount claim forms will be sent out to each provider during the first few weeks of each term. Providers will be given a return date, normally the week after the half term of that funding period (except during the funding period 1 January – 31 March) to complete and return the forms to County Hall (deadline dates for each funding period will be communicated to providers at the start of the Financial Year). If Providers do not return the headcount forms by the deadline date, this may result in a delay in calculating and paying the Provider.
- 2.13 Claims for children who attend the provision after the headcount date must be submitted on the next headcount claim form. Late claims will not be accepted once a headcount form has been processed.
- 2.14 For the purpose of claiming the extended entitlement (30 hours), Providers must verify the eligibility of the 3 or 4 year old child before accepting them for the EYE funded place. Eligibility can be verified by the system provided by the funder.
- 2.15 For the purpose of claiming the 2 year old free EYE offer, the Provider must verify the eligibility of the 2 year old child before accepting them for an EYE funded place. Eligibility can be verified by the SDA electronic checking system provided by the Funder or with a 2 year old acceptance letter (proof of eligibility) provided by the Local Authority to the Parent/Carer. Such a letter will contain the Child Unique Claim number (proof of eligibility) which the Provider must use for all Headcount claims and any correspondence with the Funder relating to the child.
- 2.16 For claiming Early Years Pupil Premium (EYPP), Providers must enter the parent details from the Parent Declaration Form and submit these details for EYPP eligibility checking as part of the Headcount claim. EYPP payments will be made with the EYE payment for eligible children.

Funding Schedule – In Term Adjustments

- 2.17 If a child with free EYE entitlement registers after the Provider has submitted their Headcount or a Provider misses the deadline of the Headcount, the Provider must claim for the child through the next Headcount claim.
- 2.18 If a child leaves during the funding period the Provider must notify the Childcare Development and Business Officer to inform of why the child is leaving the setting and to reduce the hours being claimed against the child's record for the funding period.
- 2.19 Where there is a query, such as missing information or point of clarification, the Funder will contact the Provider in the first instance outlining the issue and confirm if the claim has been halted for processing.

- 2.20 The Funder may remove any child claim details in dispute for submission, to be added to a later headcount for adjustment, in order to release the main payment to the Provider.
- 2.21 If a parent provides a voluntary EYPP registration form after headcount, the Provider must update the child records for the eligibility check to be undertaken and funding paid.

Funding Schedule – Payment Arrangements

- 2.22 Should a Provider cease to trade, be suspended or the agreement terminated during a funding period, refer to point 3.6 (page 11).
- 2.23 The first payment to be received by each setting at the start of the financial year will be for the funding period 1 April – 31 August (Summer Term) and will be based on the previous terms headcount and adjusted for the term hours. **It is the responsibility of the Provider to notify the Funder if estimated figures for each funding period need reducing or increasing.** Providers must ensure their financial management processes are clear, transparent and accurately reflect the take up of the EYE funding placements.
- 2.24 The headcount claim forms will be processed for each provision and the number of claimed eligible hours for each setting will be compared with the number of estimated hours paid, for that funding period. Any budget balance due (+ or -) will be included with the payments for the next funding period (except for the Spring Term funding period).
- 2.25 The Funder will provide all necessary forms for the Provider to complete when information is requested in either downloadable media or hard copy. Downloadable media being the preferred method of collection. Return of hard copy forms will only be accepted in exceptional circumstances.
- 2.26 The Funder will agree locally with childminder agencies and each childminder registered with each agency whether funding for the EYE entitlement is paid directly to childminders registered with the agency or routed to the childminder through the agency.

Schedule 3 Privacy Notice

- 3.1 The Provider will provide on its website a downloadable Privacy Notice. This notice will clearly outline how data and information collected by the Provider will be used by the Funder.
- 3.2 The Providers will provide on its website a downloadable Staff Privacy Notice example, for Providers to use for the collection of staff data for the EYNFF.
- 3.3 The Provider must publish a Privacy Notice and ensure that this notice is published at the setting and that it is brought to the attention of all parents/carers whose children attend for EYE at that setting.
- 3.4 Versions can be found on the link attached.
<https://www.gov.uk/government/publications/data-protection-and-privacy-privacy-notice>

Schedule 4 Special Requirement Conditions of Early Years Education (EYE)

Payment

- 4.1 The Funder will only use OFSTED outcomes to determine whether to fund a Provider to deliver EYE places in accordance with statutory guidance.
- 4.2 The Provider can only receive funding for three and four year old children where the OFSTED outcome is 'Outstanding' or 'Good' or 'Requires Improvement' or 'Met'.
- 4.3 Must achieve and maintain a 'Good' or 'Outstanding' rating from Ofsted to be able to claim EYE funding for two year olds, unless the Funder has agreed the Provider has evidenced a commitment to improving the Quality by working in partnership with the Local Authority to improve outcomes for all children accessing funded education.
- 4.4 The Funder will fund new Providers registered with OFSTED (but not yet assessed by OFSTED) until their first full OFSTED inspection is published.
- 4.5 The Funder will not fund a childminder registered with a Childminder Agency where the Childminder Agency has indicated to the Funder that the childminder is not of satisfactory quality, unless as in Point 4.3 above it is necessary to do so.
- 4.6 All Providers seeking Early Years Education (EYE) funding from the Funder:
 - a) Must offer EYE on premises within the Isle of Wight Local Authority area and must have been approved to be included on the 'Directory of Providers'.
 - b) Must deliver the full statutory Early Years Foundation Stage (EYFS) and be registered with Ofsted or are schools which are exempt from registration with Ofsted.
 - c) The Funder will not fund any Provider if they do not actively promote fundamental British Values or if they promote views or theories as fact, which are contrary to established scientific or historical evidence and explanations
 - d) Must meet the needs of children with Special Educational Needs or Disabilities (SEND) attending their provision
 - e) Must keep children attending their provision safe
 - f) Must meet the independent school standards (if applicable) in relation to the spiritual, moral, social and cultural development of pupils.
 - g) Must inform the Funder on the day of inspection or at the latest within three working days of any Ofsted rating that is deemed 'Requires Improvement' and on the day of inspection for an Ofsted rating that is deemed 'Inadequate' and of any Ofsted inspection or complaint investigation by Ofsted and provide to the Funder a copy of any report and action plan within three days of receipt.
- 4.7 The Local Authority may consider withdrawing funding as soon as is practicable for children who are already receiving entitlement at a provider when it is rated 'Inadequate' by Ofsted.

Directorate for Children's Services
Director **Steve Crocker**

- 4.8 During the period of time the Provider is rated 'Inadequate' or 'Not Met' by Ofsted, the funder may consider securing alternative provision as soon as is practicable for children who are receiving their funded entitlement at the provision.
- 4.9 Must inform the Funder of any variations/changes in registration, e.g., changes in the 'Registered Body', opening times, number of places and participate in Local Authority Sufficiency Reviews.
- 4.10 It is expected that providers must demonstrate that they have reasonably acted, where appropriate, on the advice and guidance and/or cascaded to their organisation information provided in the support, development and monitoring programmes provided directly by Ofsted, Isle of Wight Funder or commissioned organisations and other training Providers.
- 4.11 When a Provider receives an OFSTED outcome of 'Requires Improvement' or 'Inadequate', the Funder will use the process described in Schedule 5. Providers must demonstrate that they have acted reasonably and in the timescales indicated to address concerns raised by OFSTED at inspection.
- 4.12 Providers must use the Isle of Wight Council emergency closure procedure to inform of unplanned closures.
- 4.13 Must inform Isle of Wight Council within seven days of any change in legal entity/ownership through sale or other organisational change.
- 4.14 Must ensure all personal information forwarded to the Isle of Wight Council, such as headcount and census forms are appropriately encrypted and ensure that the email address provided to the Local Authority belongs to the 'Registered Provider' and is checked regularly and emails and correspondence from the Funder are responded to within twenty working days of receipt.
- 4.15 Must comply with all relevant legislation and any amendments or re-enactments to them, in particular, the Children Act 1989, Children Act 2004 and the Children Act 2006. The Apprenticeship Skills, Children and Learning Act 2009, Children and Families Act 2014 and other relevant legislation, the Special Education Needs and Disability Act 2001 and Equality Act 2010.
- 4.16 Must ensure that electronic means of communication is managed to ensure protection of personal data.
- 4.17 Must maintain close collaboration with any other Provider also providing the child's entitlement or early years foundation stage
- 4.18 Must maintain close collaboration with any other setting also providing the child's entitlement.
- 4.19 Must comply with Critical Incidents in line with Funder's published Critical Incident process.

Directorate for Children's Services
Director **Steve Crocker**

- 4.20 The Funder will not fund a childminder registered with a childminder agency where the childminder agency has indicated to the Funder that the childminder is not of satisfactory quality, except in exception circumstance.
- 4.21 The Provider may terminate the Agreement at its discretion if as a result of the change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988.
- a) the Provider ceases to comply with its obligations under the Agreement.
 - b) fails to satisfy the Funder that the Provider is able to meet the Quality Standards and Leadership and Management required for the delivery of EYE.

Schedule 5 Procedure to Audit, Withdraw / Suspend Early Years Education (EYE) Payment

Introduction

- 5.1 Every Provider who registers to receive EYE funding and support from the Isle of Wight Council is required to sign the EYE Agreement. By doing so they agree to adhere to the quality and standards outlined by Ofsted and the Department for Education (DfE) Statutory Guidance for Local Authorities on the Delivery of Free Early Education, February 2018.
- 5.2 The Provider acknowledges that it is a requirement of the Department for Education (DfE) that the Funder keeps a 'Directory of Providers' that are approved to receive EYE Funding. It is the responsibility of the Funder to assess whether a Provider can meet the requirements in the EYE Funding Payment Agreement and can join the Directory. It is also the responsibility of the Funder to have responsibility for removing/suspending a Provider from the 'Directory of Providers'.
- 5.3 This procedure outlines the processes undertaken by the Funder to remove or suspend a Provider from the 'Directory of Providers'.
- 5.4 The Funder will where appropriate follow this three stage process, **however, the Funder** may at any time initiate any stage depending on the severity of the situation and will inform the Provider in writing as to which Stage it necessitates.

Stage One

- 5.5 Where a registered Provider fails to meet Compliance requirements after an Ofsted/Complaints Inspection or an EYE Audit, the Provider will be notified in writing either by Ofsted or the Funder of concerns identified. The registered Provider will be requested to provide the Funder with an action plan for improvement within a fourteen day period.
- 5.6 Once the action plan has been received an 'External Team around the Setting (ETAS)' meeting will be called. The outcome of this meeting with the registered Provider is to clearly identify the appropriate action and timescales of required improvement. Actions will be identified through Ofsted outcomes and/or EYE compliance outcomes.
- 5.7 In the case of concerns outlined after an EYE audit has been undertaken a report of agreed actions will be reported to the Childcare Development and Business Officer responsible for EYE funding with agreed review date. In the case of Ofsted actions outlining concerns over the quality of the provision or safeguarding concerns resulting in a 'Requires Improvement' or 'Inadequate' judgement a report of agreed actions will be shared with the Early Years Advisory Team and the Improvement and Intervention Support Plan process will commence.

- 5.8 A report of agreed actions will be reported to the Local Authority Nominated Officer responsible for EYE funding with agreed review date.
- 5.9 If acceptable progress has been demonstrated within agreed timescales and the Local Authority is confident that the registered Provider will continue to make further progress the registered Provider will receive a letter to confirm the matter is resolved.
- 5.10 If there is no change in practice or not sufficient progress, the matter will be progressed to Stage Two.

Stage Two

- 5.11 A formal letter will be sent by the nominated officer responsible for EYE funding stating the concern that are still present and asking how the setting will address these concerns. The registered Provider will be expected to respond within fourteen days. The letter will confirm the timeline required to demonstrate improvement in practice.
- 5.12 To confirm if the appropriate progress has been achieved a External Team Around the Setting (ETAS) meeting will be set up between the registered Provider and any suitable representative/s and the Local Authority EYE nominated officer.
- 5.13 If acceptable progress has been demonstrated within the agreed timescales and the Local Authority Nominated Officer is confident that the registered Provider will continue to make further progress the registered Provider will receive a letter to confirm the matter is now resolved.
- 5.14 If there is no change or little progress made the matter will be progressed to Stage Three.

Stage Three

- 5.15 The nominated Local Authority Officer will request representatives from the registered Provider to a formal review meeting in order to examine the situation and actions required to date. Following this meeting a decision will be made on whether the Provider is to be removed from the approved 'Directory of Providers'. The Provider will receive a letter within twenty working days to confirm one of the following outcomes:
- a) The registered Provider remains on the 'Directory of Providers' with the Funder reserving the right to add conditions/requirements.
 - b) The registered Provider is suspended from the 'Directory of Providers' until the Funder is satisfied that the Provider is able to meet the conditions of the Agreement in full.
 - c) The registered Provider is removed from the 'Directory of Providers' and the reason for removal would be provided in writing.

Directorate for Children's Services
Director **Steve Crocker**

- 5.16 All Stage Three decisions will be reported to the Early Year Strategic Management Team.
- 5.17 If the registered Provider wishes to make a complaint regarding the decision made by the Funder, this should be in accordance with Schedule 7 of this Agreement.

Schedule 6 Information for parents / carers on the Providers Special Education Needs and Disability (SEND) Local Offer

- 6.1 Providers must promote equality and inclusion, for all children with disability or special educational needs. The Provider shall:
- Remove barriers of access to free early education
 - Working with parents/carers to give each child support to fulfil their potential
 - Maintain a good working partnership with the Isle of Wight Council Early Years SEN Advisory Team to maximise child's potential and signposting to other appropriate services for the child and/or family.
- 6.2 Providers should utilise the Disability Access Fund to make reasonable adjustments to their environment and deliver to ensure effective support to children with SEND (see Appendix 2. Example 6).
- 6.3 Every Local Authority is required to publish information about services they expect to be available in their area for Children and Young People from birth to 25 who have Special Educational Needs and/or Disabilities (SEND); and also Special Education Needs and / or Disabilities (SEND) outside of the area which they expect Children and Young People from their area will use. This will be known as the 'Local Offer'.
- 6.4 It is expected that Providers should:
- a) Make information available about their SEND offer to parents.
 - b) Develop their own local Special Education Needs and/or Disability (SEND) offer and will use the website for details of how to develop and maintain this.
 - c) Publish the settings Local Offer on the Isle of Wight Local Offer website <http://www.iwight.com/localoffer>
 - d) Review their Local Offers on a regular basis (at least annually) and in partnership with parents/carers (co-production) to ensure their offer reflects any changes to how services are delivered.
- 6.5 Provider's that make claims and receive additional SEND Inclusion Support Funding for children at their provision should have an up to date Local Offer published and revise this regularly in order to receive the additional SEND Inclusion Funding.

Schedule 7 Early Education and Childcare – Complaints

Provider Complaints

- 7.1 In addition to the dispute resolution under 6.2 of these Terms and Conditions (dispute resolution does not include and cannot be initiated where the Funder has withheld funds or terminates the Agreement under 5.2 of these Terms and Conditions). Providers may make a complaint about the Isle of Wight Council operation of the EYE funding scheme, through the Isle of Wight Council complaint process
<https://www.iwight.com/council/OtherServices/Council-Complaints/Making-a-complaint1>

Parents Complaints – Providers Responsibility

- 7.2 The Early Education and Childcare Statutory Guidance for Local Authorities require the Isle of Wight Council to:
- 7.3 'have a complaints procedure for parents who are not satisfied that their child has received their EYE place'.
- 7.4 If a parent contacts the Isle of Wight Council with a concern regarding how a provider is delivering the EYE place, they will be initially advised to first seek to resolve their concern directly with the provider.
- 7.5 The Provider should resolve parents/carers complaints using their own published complaint's process. In most instances it is expected that the Provider will be able to respond to the complaint, explain why they are unable to resolved the complaint if indeed they cannot and whether the parent needs to take any further action, such as submitting their complaint to them in writing.
- 7.6 If a parent is not satisfied that their Provider has dealt with their complaint appropriately the Provider should inform the Isle of Wight Council (Funder) of this as soon as it is practicable by contacting the Childcare Development and Business Officer, Business Support Team, Children's Services, Isle of Wight Council, County Hall, Newport, Isle of Wight, PO30 1UD and also inform the parents/carers who still has concerns, that they have a right to contact the Isle of Wight Council. The Provider should direct the parents/carers to the Isle of Wight Council complaint guidance on the Isle of Wight Council website:
<https://www.iwight.com/council/OtherServices/Council-Complaints/Making-a-complaint1> if they wish to pursue their complaint further.
- 7.7 If their concern regarding EYE funding is not resolved to their satisfaction and re-contact is made with the Isle of Wight Council, stage one of Schedule 5, Early Education Payment Funding Terms and Conditions' will apply. The Childcare Development and Business Officer will contact the Provider to arrange an Early Years Education Review and Monitoring Meeting (ERMM) meeting to discuss the concerns, view any relevant information or paperwork related to the parents/carers complaint. If the review concludes that there has been a breach of the EYE Funding Terms and Conditions then the provider will be notified in

Directorate for Children's Services
Director **Steve Crocker**

writing of the breach and given a clear action plan with timescales in which to comply. Parents/carers will be notified of the outcome. If the Provider fails to comply with the required actions within the timescale given, Stage Two/Three, Schedule 5 will prevail.

- 7.8 The Provider should note this procedure does not duplicate or replace the Provider's own complaints procedure nor does it replace any complaints procedures relating to Ofsted or the complaints procedure of the Isle of Wight Council.
- 7.9 Where the Isle of Wight Council is contacted in relation to concerns regarding the quality of provision, these will be directed to Ofsted. Matters relating to concerns and issues regarding safeguarding will be directed in accordance with the Local Safeguarding Children's Board processes.

Appendix 1 Funding Arrangements

- 1 As stated in Schedule 2 (1.2) each individual setting will receive an indicative budget statement before the commencement of each financial year. This statement will provide a detailed breakdown of the Early Years Single Funding Formula (EYSFF) hourly rate to be paid to that provision for the duration of the financial year. The statement will also include an estimate of hours per funding period and subsequently an estimated budget to be paid for each funding period to that provision.
- 2 The first payment to be received by each setting at the start of the financial year will be for the funding period 1 April – 31 August (Summer Term) and will be for the amount as stated on the Indicative Budget Statement.
- 3 Headcount claim forms will be sent out to each provider at the start of each funding period. Providers will have the duration of the first half term of the funding period (except during the funding period 1 January – 31 March (Spring Term) to complete and return the forms to County Hall (Deadline dates for each funding period will be communicated to Providers at the start of the Financial Year).
- 4 The headcount claim forms will be processed for each provision and the number of claimed eligible hours for each setting will be compared with the number of estimated hours, for that funding period, as stated on the Indicative Budget Statement. Any budget balance due (+ or -) will be included with the payment for the next funding period (except Spring Term funding period).
- 5 Payments to providers at the start of the Autumn Term funding period (1 September – 31 December) and the Spring Term funding period (1 January – 31 March) will be made up of the amount as stated on the Indicative Budget Statement and any balance due from the previous funding period (as stated above). Providers will be issued with separate Budget Statements for these two funding periods reflecting any necessary adjustments.
- 6 Headcount Claim forms for the Spring Term funding period will be required to be completed and returned to County Hall earlier than allowed by the other two funding periods (date to be confirmed). This is necessary in order to process the claim forms and ensure any budget balance payments to Providers are completed before the end of the Financial Year.

Appendix 2 Further Information

1. Examples (not exhaustive list) of chargeable consumable items:

- Nappies
- Sun Cream

2. Example (not exhaustive list) of items that are considered as part of the education element and therefore not chargeable consumable items:

- Paint
- Glue
- Paper/Card
- Toys
- Baking supplies
- Craft supplies
- Messy play resources

3. Examples (not exhaustive list) of items that are considered part of the funding for delivery of an Early Years Education funded place and therefore not chargeable consumable items:

- Toilet paper
- Tissues
- Soap
- Hand towels
- Staff training for Paediatric first aid, food hygiene, safeguarding, other relevant training for Early Years.

4. Examples of 30 hours eligibility checking and confirmation.

Two and Three Year olds

Example 1: Child is two years old, but will be three before next term. The Parent's code was issued on 7 February and the child's birthday is on 11 March. The child can only claim their 30 hour place from 1 April.

Example 2: Child is two years old, will be three before next term by parents need to reconfirm. The Parent's code was issued on 20 March and the child's birthday is on 10 May. The Parent will need to reconfirm their eligibility in June (because parents are required to reconfirm eligibility every 3 months). Unless a parent loses their eligibility at reconfirmation, the child can claim their place from 1 September.

Four Year Olds

- Example 3:** Child will be four years old before next term and will be starting reception. The parent's code was issued on 7 April and the child's fourth birthday is on 7 May. The Provider should ask the parent whether their child will be starting full-time reception in a maintained school or academy from September. If they are, the child will not be able to claim 30 hours with that Provider from September as they cannot claim 30 hours in addition to reception.
- Example 4:** Child will be four years old before next term and will not be starting reception. The parent's code was issued on 10 January and the child's fourth birthday is on 11 March. The child will be able to claim their 30 hours place for 1 April. Once they start reception, the child will not be able to claim free childcare in addition to a full-time reception place in a maintained school or academy.

Four and Five Year Olds

- Example 5:** Child is in reception. The child's fourth birthday was on 10 May 2017 and the parent's code was issued on 27 September 2017. If the child is in full-time reception in a maintained school or academy when the code is issued, the child will not be able to claim 30 hours with that Provider from September.
- Example 6:** Child is five but is not of compulsory school age. The parent's code was issued on 18 November 2017 and the child's fifth birthday was on 1 November of the same year. Whilst they have an eligibility code, the child will reach compulsory school age from 1st January 2018 so they will not be able to claim 30 hours. If the parent had applied the term before their child's fifth birthday (i.e. between April and August 2017) the child would be able to claim 30 hours for one term (September – December) until they reach compulsory school age.

Example of Extended Entitlement – Grace Period

- Example 7:** Child turns three on 3 March. The parent successfully applies for 30 hours on 15 March (child can take up a place from 1 April). Parent is issued a code with a validity start date of 15 March and validity end date 15 June. Parent is able to reconfirm their eligibility for 30 hours up to four weeks before their validity end date (15 May). The parent reconfirms on this date but their circumstances have changed (e.g. job loss) and they are no longer eligible. Therefore, the parent's eligibility ends on 15 June. The Grace Period will apply from 16 June until 31 December.

5. Example of content to include in an Admissions Policy

Providers must ensure that their admissions information is clear, transparent and accessible for parents to understand in order to make an informed decision on where to access their entitlement. Example items to include are:

- Available to all in the community
- Accessibility
- Expression of interest for places
- Management of waiting lists – any priorities i.e. siblings
- Allocation of places
- How parents are welcomed to be part of the setting
- Monitoring of intake that represents social diversity
- Equal Opportunities policy in place
- Complaint policy in place
- Consulting with families
- Access to/operation of the free Early Years Education scheme
- Fee structure and chargeable items.

6. Examples of making reasonable adjustments for children with SEND

Providers must make reasonable adjustments, if required, thought to be given in advance to what disabled children and young people might require and what adjustments might need to be made to prevent that disadvantage, for example:

- The provision of auxiliary aids and services which support a child's access to a good level of development (EYFS profile)
- Accessibility to toilets and floor spaces
- Skills and experiences of staff
- Partnership arrangements with support and health agencies.