

**Early Education and Childcare
Provider Directory and Funding Agreement
01 September 2017- 31 March 2020**

Between

The Mayor and Burgess of the London Borough of Havering

And

**[INSERT OFSTED REGISTER PROVIDER NAME AND
EY NUMBER]**

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1. THE AGREEMENT

- **THE MAYOR AND BURGESS OF THE LONDON BOROUGH OF HAVERING** of Havering of Town Hall, Main Road, Romford, Essex RM1 3BB (“the **Council**” which expression shall include its successors in title and permitted assignees); and
- **[NAME OF PROVIDER]**, situated at **[ADDRESS]** (“the **Provider**”)

This Agreement shall commence on the 1st day of September 2017 and shall continue to be in full force until the 31st day of March 2020 unless the Agreement is terminated as set out in the Termination section. This Agreement must be read in conjunction with the Early Years Foundation Stage Statutory Framework, the Local Authority Early Education and Childcare Provider Guides documents, (appendices) and published forms published during the agreement period

An “Approved Provider”, known as the “Provider” is one of the following:

- An early years provider or childminder registered on the Ofsted Early Years Register
- A day care setting which is registered with Ofsted or, if based in a Local Authority primary school, has an Ofsted registration jointly with the school.
- Independent Schools, Free Schools and Academies approved by the Department for Education (DfE).
- A childminder agency which is registered with Ofsted

This document is for Providers delivering the provisions of the:

- 15 hour entitlement for the most disadvantaged two year olds (the two year old offer)
- 15 hour entitlement for parents of three and four year olds (the universal offer)
- 30 hours entitlement for working parents of three and four year olds (the extended entitlement)

The following frameworks and legislation, available in the appendix, underpin this agreement:

- Early Education and Childcare, Statutory Guidance for Local Authorities 2017
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School Admissions Code 2014
- Statutory framework for the early years foundation stage 2014
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
- Special Educational Needs and Disability Code of Practice: 0 to 25 years 2015
- Data Protection Act 1998

Background

1. Section 7 of the Childcare Act 2006 places a duty on the local authorities in England to secure free early years provision for eligible children in their area who are under compulsory school age for up to 15 hours per week, for a maximum of 38 weeks per year until those children reach compulsory school age.
2. In accordance with Section 7 of the Childcare Act 2006 the Local Authority has agreed to make payment to the Provider to enable it provide Early Education Entitlement for children between the ages of 2 and 4 years old.
3. The funding is provided under the framework of the Statutory Guidance for local authorities on the delivery of “early education and childcare for local authorities” (“the **Statutory Guidance**”) and any further guidance issued from time to time.
4. The Council is required to keep an up to date Directory for all Providers providing childcare within the London Borough of Havering who are eligible to claim funding for the provision of free Early Education and Childcare places, that is, deliver funded early education through early years providers who deliver the full early years foundation stage (EYFS) and are either registered with Ofsted as early years providers, or are schools taking children aged three and over and therefore exempt from registration with Ofsted as early years providers.
5. The Council has agreed to pay the Dedicated Schools Grant “the Grant” to the Provider to assist it in carrying out the delivery of the commission early education and childcare funded places.
6. This Early Education and Childcare Directory and Funding Agreement sets out the terms and conditions on which the Grant is made by the Council to the Provider.
7. These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.
8. These Nursery Education Funding Terms and Conditions govern the terms on which The London Borough of Havering will provide funding to Early Education and Childcare Providers.

2. KEY LOCAL AUTHORITY RESPONSIBILITIES

The Local Authority:

1. Must secure a free entitlement place for every eligible child in their area
2. Should work in partnership with Providers to agree how to deliver free entitlement places.
3. Should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.

4. Must contribute to the safeguarding and promote the welfare of children and young people in their area.

Agreed Terms and Definitions

The following terms shall have the following meaning in this document:

- **Agreement:** means this Grant agreement which the Provider has accepted, includes and incorporates these standard terms and conditions and attached schedules
- **Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
- **DfE:** Department for Education.
- **Directory:** means the electronic database of Ofsted registered providers maintained by the Council. This information is regularly updated through information received directly from Ofsted and by providers themselves.
- **Early Education and Childcare Provider guide:** The current Local Authority guidance for providers on the provision of free early education places for two, three and four year olds
- **Early Years Foundation Stage (EYFS):** The statutory standards and curriculum framework that all early years providers must meet for children from birth to five years.
- **Governing Body:** the governing body of the Provider including its directors or trustees.
- **Grant:** the amount to be paid to the Provider in accordance with this Provider Agreement known as Early Education and Childcare Funding.
- **Grant Period:** the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March/August 2020 or sooner if the provider is no longer meeting Ofsted Requirements.
- **Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.
- **Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
- **Maintained:** Maintained Schools with Nurseries in the London Borough of Havering
- **Ofsted:** means the Office for Standards in Education, Children's Services and Skills. Ofsted grades:

- Good: A standard equivalent to a Good Inspection Judgement issued by OFSTED following an inspection.
- Inadequate: A standard equivalent to an outstanding Inspection Judgement issued by OFSTED following an inspection.
- Outstanding: A standard equivalent to an outstanding Inspection Judgement issued by OFSTED following an inspection.
- Requires Improvement/Satisfactory: A standard equivalent to a Satisfactory/Requires Improvement Inspection Judgement issued by OFSTED following an inspection.
- Prohibited Act: means:
 1. offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:
 - Doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Early Years and Childcare Funding Agreement or any other contract with the Council; or,
 - Showing or not showing favour or disfavour to any person in relation to this Early Years and Childcare Funding Agreement or any other contract with the Council;
 2. entering into this Early Years and Childcare Funding Agreement or any other contract with the Council 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 Council;
 3. committing any offence:
 - under the Bribery Act;
 - under legislation creating offences in respect of fraudulent acts; or
 - at common law in respect of fraudulent acts in relation to this Early Years and Childcare Funding Agreement or any other contract with the Council; or
 4. defrauding or attempting to defraud or conspiring to defraud the Council.
- The Statutory Guidance: The Statutory Guidance for Local Authorities on the Provision for eligible 2, 3 and 4 year olds – “Early Education and Childcare Statutory Guidance for Local Authorities September 2017” or any guidance which supersedes this.

Early Years Provider Reference Group

The Early Years Provider Reference Group (EYPRG) is a formally constituted sub-group of the Havering Schools Funding Forum. Schools Forums were established under section 47A of the Schools Standards and Framework Act (as amended by the Education Act 2002). All Local Authorities (LAs) are required to establish a Schools Forum. The Schools Forum acts as a consultative body advising LAs on matters relating to the funding arrangements for schools and other non-school based pupil provision.

(a) Meeting Frequency, Location and Times

Frequency: Once a term
Dates: Dates are published via the Education Services Portal
Location: CEME, Marsh Way, Rainham, Essex RM13 8EU
Quorum: EYPRG quorum is a minimum of half the Non-Local Authority members.

Meeting minutes are produced and made available to the representatives, the Early Years Sector and published on the Havering website at www.havering.gov.uk/eyprg.

(b) Representatives

Sector representatives are drawn from all Provider types in Havering. As no nominations were received by the LA for Childminders, Childminder representation currently made available via the Early Years Inspectorate role. Should a Provider wish to be considered as a representative for the group, please contact earlyyears@havering.gov.uk for further information or go to www.havering.gov.uk/eyprg.

(c) Elections

Elections for representative members are held every three years.

3. KEY PROVIDER RESPONSIBILITIES

The Provider agrees to use any early education and childcare payment received from the Local Authority for the delivery of the free early education and childcare provision in accordance with the terms and conditions set out in below:

The Provider shall during the Agreement period provide:

- Childcare
- Early Education places to eligible two, three or four year old children from within the administrative boundary London Borough of Havering in accordance with this Agreement. ("Services")

- Early Years Pupil Premium (EYPP) funding to improve the education they provide for disadvantaged three and four year old children
- Disability Access Funding (DAF) to improve the education and access to the provision they provide for children in receipt of Disability Living Allowance, where applicable

Registering to deliver Early Education and Childcare places

Providers wishing to delivery early education and childcare places must:

- Meet the Ofsted requirements for registration before applying to delivery early education and childcare places.
- Be registered with the London Borough of Havering for inclusion on the Family Services Directory of registered providers.
- Must complete a Provider details form (appendix)
- For each of the registered provisions that they wish to deliver early education and childcare places complete a separate Provider Delivery Declaration (appendix) to confirm they comply with the conditions of funding outlined in this Early Education and Childcare Directory and Funding Agreement.
- Meet the Local Authority administration requirements for child level data collections; provide data collections to ensure the Local Authority can pay provides in-line with the early education and childcare statutory delivery requirements.

The Provider must ensure that:

- Early Education places are delivered completely free of charge;
- Early Education places are provided flexibly in a pattern which meets the needs of parents where places are available;
- The Early Education Funding provided is used in accordance with this Agreement.
- The needs of disabled children and children with special educational needs are met
- Children will be kept safe.

The Provider:

- Must comply with all relevant legislation and insurance requirements
- Should deliver the free entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that the provider should be clear and communicate to parents details about the days and times that they offer free places, along with their services and charges. Those children accessing the free entitlements should receive the same quality and access to provision.

- Must follow the EYFS and have clear safeguarding policies and procedures in place that link to the local authority's guidance for recognising, responding, reporting and recording suspected or actual abuse.
- Must have arrangements in place to support children with special educational needs and/or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN inclusion fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents.

4. NEW BUSINESS REQUIREMENTS

The Local Authority is committed to ensuring high quality early years provision is available to our youngest children. As such, the LA has a new business process which is designed to support both new and existing providers to establish their setting ready to deliver funded childcare places as soon as possible. Early Years Planning and Organisation support new and prospective providers with the pathways to registration (www.havering.gov.uk/ptr) following functions:

- Preparing and publishing the Childcare Sufficiency Report (www.havering.gov.uk/csr)
- Information about premises and planning
- Sign posting to available start-up costs
- Business Planning and financial planning guidance
- Application and registration process with Ofsted
- Confirmation of Ofsted registration status once confirmed as 'active'
- Havering welcome pack sent with Directory and Funding agreement information about Early Education Entitlement delivery

Following confirmation from Early Years Planning and Organisation of the provider delivery numbers for two, three and four year olds a budget is set by Education Finance and the provider is publicised on the Havering Family Services Directory (www.havering.gov.uk/fsd).

Early education and childcare providers who do not adhere to the national guidance or this provider agreement, may be removed from delivery of early education and childcare places as outlined in the Termination and Withdrawal of Funding section of this document.

5. PURPOSE OF GRANT

1. The Provider shall use the Grant only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of the Council.
2. The Provider shall not make any significant change to the delivery of the Early Education and Childcare offer without the Council's prior written agreement.
3. Where the Provider intends to apply to a third party for other funding for the Early Education and Childcare funding it will notify the Council in advance of its intention to do so and, where such funding is obtained, it will provide the Council with details of the amount and purpose of that funding. The Provider agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Early Education and Childcare offer or any related administration costs that the Council is funding in full under this Early Years and Childcare Funding Agreement.

Payment of Grant

1. The Council shall pay the Early Education and Childcare funding to the Provider in monthly payments at the beginning of each month. The Provider agrees and accepts that payments of the Early Education and Childcare funding can only be made to the extent that the Council has available funds.
2. No early education and childcare funding shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the early education and childcare offers.
3. The amount of the early education and childcare funding shall not be increased in the event of any overspend by the Provider in its delivery of the early education and childcare offer.
4. The early education and childcare funding shall be paid into a separate bank account in the name of the Provider which must be an ordinary business bank account.
5. The Provider shall not transfer any part of the early education and childcare to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the Council.
6. Receipt of the Early Education and Childcare funding must be acknowledged in the Provider's annual reports, the Chair or Secretary's report at your AGM (if applicable), the accounts which cover the period of the Early Education and Childcare funding and in any publicity materials which are produced about the work supported by the early education and childcare funding. The Council may request copies of these documents.
7. The early education and childcare funding must be spent on the Early Education and Childcare offer before the end of the financial year in which it was paid ??
8. The Provider shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation)

situations where either an incorrect sum of money has been paid or where Early Education and Childcare monies have been paid in error before all conditions attaching to the Grant have been complied with by the Provider.

Use of The Early Education and Childcare funding

1. The Early Education and Childcare funding shall be used by the Provider for the delivery of the Early Education and Childcare offer in accordance with the agreed budget sent to the Provider by Education Finance. For the avoidance of doubt, the amount of the Early Education and Childcare funding must solely be spent for the purposes of delivering the Early Education and Childcare offers terms and conditions.
2. Where the Provider has obtained funding from a third party in relation to its delivery of the Early Education and Childcare funding (including without limitation funding for associated administration and staffing costs), the amount of such funding shall be included in the budget together with a clear description of what that funding shall be used for.
3. The Provider shall not use the Early Education and Childcare funding to:
 - make any payment to members of its Governing Body;
 - purchase buildings or land; or
 - pay for any expenditure commitments of the Provider entered into before the Commencement Date,

unless this has been approved in writing by the Council.

6. CONFIDENTIALITY

1. Subject to clause (Freedom of Information Act 2000 (FOIA)), each party shall during the term of this Early Years and Childcare Funding Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Early Years and Childcare Funding 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 Early Years and Childcare Funding Agreement or save as expressly authorised in writing by the other party.
2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
 - 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 Early Years and Childcare Funding Agreement by the receiving party;
 - 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,
 - is at any time after the date of this Early Years and Childcare Funding 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.

7. FUNDING THE EARLY EDUCATION AND CHILDCARE ENTITLEMENT

Early Years National Funding Formula:

1. The Early Years National Funding Formula (EYNFF) standardises nationally the distribution of funding for the early education and childcare entitlements. Having follow a prescribed formula and agree the allocation of funding annually via the Early Years Provider Reference Group and ratify expenditure via the Schools Funding Formula.
2. Local Authorities are required to pass on a minimum of 93% of funding in 2017/18 and then 95% in each year thereafter.

Two year olds:

- All providers will be paid a universal base rate inclusive of deprivation cost.

Three and Four year olds:

- All providers will be paid a local universal base rate for three and four year olds accessing both the universal and extended offer.
- All providers will be paid a supplement rate for deprivation; this will vary based on the deprivation area that the child lives in.

The funding allocations are published annually in the Early Education Provider Guide (appendix).

Early Years Pupil Premium

1. The Early Years Pupil Premium (EYPP) gives Providers extra funding to support disadvantaged three and four year olds to narrow the achievement gap.
2. Providers will receive this payment alongside their early education and childcare payment via submission at two termly census points. Providers will be eligible for this enhanced payment if their funded children's parents receive and /or meet one of the following criteria:
 - Income Support
 - Income-based Jobseeker's Allowance (JSA)
 - Income-related Employment and Support Allowance (ESA)
 - Support through part 6 of the Immigration and Asylum Act
 - Child Tax Credit and/or Working Tax Credit and have an annual income of less than £16,190
 - Guaranteed element of State Pension Credit
 - Working Tax Credit 4-week run on (the payment you get when you stop qualifying for Working Tax Credit)
 - Universal Credit
 - The child is looked after by a local council (evidence required)

- The child has a current statement of Special Education Needs or an Education Health and care plan (evidence required).
- The child has left care under a Special Guardianship Order, Child Arrangements Order or Adoption Order (evidence required).

Disability Access Funding

1. Three and four year olds will be eligible for Disability Access Funding (DAF) if they are in receipt of a current claim for Disability Living Allowance (DLA), and, if they receive early education and childcare funding. An annual lump sum payment of £615 is payable per eligible child. The payment is not transferrable.
2. Four year olds in the Reception class will not be eligible for this funding.

SEN inclusion Funding

1. The Early Years Inclusion Fund is for early years providers to help them support the needs of individual children with lower level or emerging SEN. The fund should be used as a contribution towards providing additional resources and support where a provider is unable to meet the costs from their own funds, and is not necessarily expected to cover full costs.
2. Providers must utilise the SEN inclusion fund to support children with SEND to progress towards their planned outcomes identified through the SEND graduated approach.

8. SAFEGUARDING

1. The local authority has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working Together to Safeguard Children' 2015 guidance sets these out in detail (appendix).
2. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A Designated Safeguarding Lead must be appointed to take responsibility for safeguarding and to ensure that all staff have appropriate training to identify signs of abuse and neglect. Each provider will be asked to complete a Safeguarding audit to be returned to the LA. The provider must have regard to 'Working Together to Safeguard Children' 2015 guidance (available in the appendix).
3. The provider must display the contact details for the Local Authority Designated Officer (LADO) on the premises at all times and keep the contact details updated when amended by the Local Authority.

9. ELIGIBILITY

Local authorities **are required** by legislation to secure free places offering 570 hours a year over no fewer than 38 weeks of the year and up to 52 weeks of the year for every eligible child in their area from the relevant date for children ages two, three and four who qualify for early education and childcare funding.

1. The provider should check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements. The provider can retain paper or digital copies of documentation to enable the local authority to carry out audits and fraud investigations. Where a provider retains a copy of documentation this must be stored securely and deleted when there is no longer a good reason to keep the data. Please refer to the data privacy guidance set out in Annex A: Parent declaration, part 6.
2. Two and three year olds become eligible for early years funding the term after the second or third birthday. Four year old children are automatically eligible for a free place. Please refer to Table 1

Table 1.

Child born between	Will become eligible for a free place
1st April to 31st August	The start of term or the 1st September (Autumn Term)
1st September to 31st December	The start of term or the 1 st January (Spring Term)
1st January to 31st March	The start of term or the 1st April (Summer Term)

3. Admission to school is from the September following the child's fourth birthday. Parents can request a deferred entry to school until later in the school year or until the child reaches compulsory schools age. It is the Providers responsibility to ensure that the child they are claiming for is still eligible for early education and childcare funding.
4. The local authority must ensure that a child has a free entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements.

2 Year Old Funding (2 year old offer)

Up to 40% of two year olds nationally may be entitled to funded early education and childcare places.

1. Parents and carers able to select at least one of the criteria below based on their personal circumstance are likely to qualify:
 - Income Support
 - Income-based Jobseeker's Allowance (JSA)
 - Income-related Employment and Support Allowance (ESA)
 - Support through part 6 of the Immigration and Asylum Act
 - Child Tax Credit and/or Working Tax Credit and have an annual income of less than £16,190
 - Guaranteed element of State Pension Credit
 - Working Tax Credit 4-week run on (the payment you get when you stop qualifying for Working Tax Credit)

- Universal Credit
 - The child is looked after by a local council (evidence required)
 - The child has a current statement of Special Education Needs or an Education Health and care plan (evidence required).
 - The child has left care under a Special Guardianship Order, Child Arrangements Order or Adoption Order (evidence required).
 - The child is eligible for Disability Living Allowance
2. Applications for two year old funding are made online by parents. Providers may make a referrer application on the family's behalf where they have been given permission to do so.
 3. The provider should offer places to eligible two-year-olds on the understanding that the child remains eligible until they become eligible for the universal entitlement for three- and four-year-olds.
 4. Providers should refer to the Early Education and Childcare Provider Guides (appendix) for details of how to make an application for two year old funding.

3 and 4 Year Old Universal Offer

1. Parents do not need to make an application for entitlement to three and four year old funding.

3 and 4 Year Old Extended Offer (30 hours childcare)

1. Working parents of three and four year olds may be eligible for an extended entitlement of up to 30 hours early education and childcare funding. Working parents include employed persons, self-employed persons and those on zero hours contracts who meet the statutory eligibility criteria. Parents will need to earn the equivalent to 16 hours a week at national minimum or national living wage and less than £100,000 per year. Families where parent do not work, will not usually qualify for the extended entitlement, however it will be available where:
 - Both parents are employed but one or both parents is temporarily away from the workplace on parental, maternity or paternity leave
 - Both parents are employed but one or both parents is temporarily away from the workplace on adoption leave
 - Both parents are employed but one or both parents is temporarily away from the workplace on statutory sick pay
 - One parent is employed and one parent has substantial caring responsibilities based on specific benefits received for caring
 - One parent is employed and one parent is disabled or incapacitated based on receipt of specific benefits
2. Parents must apply to the Childcare Service to gain their unique 30 hours eligibility code.
3. A child will be eligible for the extended entitlement when both of the following have been satisfied:
 - The child has attained the term after the third birthday

- The child's parent has a current positive determination of eligibility from HMRC
4. Alongside the 30 hours eligibility code, which is the child's unique 11-digit number, and original copies of documentation, a provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the local authority of the validity of the parent's 30 hours eligibility code. The provider should use the parental declaration form (appendix) which asks the parent for the necessary information and consents.
 5. Once a provider has received written consent from the parent, they should verify the 30 hours eligibility code with the local authority.
 6. The local authority will confirm the validity of 30 hours eligibility codes to allow providers to offer 30 hours places for eligible three- and four-year-olds. The local authority will provide a validity checking service to providers to enable them to verify the 30 hours eligibility code swiftly and efficiently. The Eligibility Checking Service (ECS) allows all local authorities to make instant checks for code validity. The local authority should set out details of their validity checking service for providers in this section.
 7. Thereafter, the local authority should complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours free childcare at 6 fixed points in the year, both at half-term and at the end of term across the year (in line with the dates as listed at table A below). It is the local authority's responsibility to notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date.

10. THE GRACE PERIOD

1. A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016, as determined by Her Majesty's Revenue and Customs (HMRC) or a First Tier Tribunal in the case of an appeal.
2. Local authorities will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date will automatically be applied to eligibility codes.
3. The local authority should continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for local authorities 2017.
4. The local authority will ensure regular checks of children's grace periods are made and shared with providers via an online system or by direct provider update via secure Egress email.

Table A:

Date parent receives 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

11. FLEXIBILITY

The early education and childcare framework for delivery

1. Early education and childcare sessions must meet the requirements of section A2 of the Early Education and Childcare Statutory Guidance for local authorities ensuring:
 - No session is longer than 10 hours
 - No minimum session length is stated (subject to the requirements of registration on the Ofsted Early Years Register)
 - No session before 6:00am or after 8.00pm
 - Funding may be taken at a maximum of two sites in a single day

Types of early education and childcare offers:

- Universal offer - 570 hours; this can be taken as a term time offer or a stretched offer
 - Extended offer - 1140 hours; this can be taken as a term time offer stretched offer or mixed method offer
2. The provider should work with the local authority and share information about the times and periods at which they are able to offer free entitlements to support the local authority to secure sufficient stretched and flexible places to meet parental demand. The provider should make information about their early education and childcare offers and admissions criteria's available to parents at the point that they make an enquiry for funding.
 3. Where a parent makes a claim to use their free entitlement at more than one provision, the local authority will ensure that no over claim of funding is made by the parent. Where a claim for more funding than the parent is entitled to is made, the local authority will seek to gain agreement for how the funding is spilt from the providers concerned in the first instance. Providers should refer back to their parental agreements to ensure that the correct funding allocation was made.
 4. Where a funding dispute remains, the local authority will contact the parent in the first instance to seek clarity about the funding allocation. Should the local authority not be able to confirm with the parent how they want the funding to be split within a reasonable timeframe, the Admissions Manager will decide how the final funding allocation will be made and to which provider. Where the funding allocation as agreed by the Provider, parent or local authority results in the loss of funding this will become a private matter between the parent and the Provider concerned.

12. PARTNERSHIP WORKING

The Local Authority supports partnership working on four levels:

- i. Local Authority and providers

- ii. Providers working with other providers, including childminders, schools and organisations
- iii. Providers and parents
- iv. Local authority and parents

1. The local authority promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
2. The provider should work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. The interactive toolkit has been developed to help providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.
3. The provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

13. SPECIAL EDUCATIONAL NEEDS AND DISABILITIES

The local authority promotes an inclusive approach to its work. Each provider is allocated an Area Special Educational Needs Coordinator (SENCo) to support the provider to effectively meet the individual needs of a child with SEND.

1. The local authority must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years (January 2015). This includes a written policy for Special Educational Needs and to make 'reasonable adjustments' in preparation for children who have a disability, and that a provider must not directly discriminate by treating a child with disabilities 'less favourably'.
2. The provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice (appendix) and the Equality Act 2010 (appendix).
3. The local authority must be clear and transparent about the support on offer in their area, through their Local Offer, so parents and providers can access that support.
4. The provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer on their website to support parents to choose the right setting for their child with SEND.
5. The Havering Local Offer provides, in one place, information advice and guidance about services available for children and young people in Havering who have SEND. The Local Offer is published on the Family Services Directory (FSD) at www.havering.gov.uk/fsd
6. Providers are expected to publish details of their offer of support for children with SEND, on their own websites.

14. SOCIAL MOBILITY AND DISADVANTAGE

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

1. The provider should ensure that they have identified the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
2. The provider should ensure that they have identified any disadvantaged children in their provision as part of the admission process for two, three and four year olds and make reference to those children in receipt of The Two Year Old offer (2YO), Disability Access Funding (DAF) , Early Years Pupil Premium (EYPP) and SEN inclusion Funding
3. The provider should carry out a termly review of progress on the learning and development outcomes for children with SEND who have been identified for SEN Inclusion Funding. Reviews should include parent/carers, children and appropriate agencies where possible.

15. QUALITY

1. The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.
2. Each provider will be allocated an Education Officer who will quality assure the provision in terms of learning and development, leadership and management and Safeguarding procedures.
3. Ofsted are the sole arbiter of quality for all free entitlements and Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision.
4. Local authorities have a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for providers who are rated less than 'Good' by Ofsted or newly registered providers.
5. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of Early Education and Childcare Statutory Guidance for Local authorities and the EYFS statutory framework.

16. BUSINESS PLANNING AND CENSUS CLAIMS

Early education and childcare providers are paid monthly based on the participation of eligible children at the provisions who have signed this agreement. Providers are paid monthly; details of the payment schedule will be published to each provider by Education Finance.

In order to ensure a timely payment process, the Local Authority requires all providers to submit data and documents, where applicable, as per the prescribed submission dates published in the Early Education Finance Guide (appendix), including but not limited to:

Budget Calculators

In order to ensure accuracy of the early education and childcare provider monthly payments, early education and childcare providers are required to:

- at least annually, but not more than termly, submit a budget calculator to support the preparation of provider budgets and confirm average monthly early education and childcare payments based on the estimation of hours as confirmed by the Provider for two, three and four year old funding claims.
 - ensure they make on times and accurate data submissions as required by the Local Authority as outlined in the Early Education and Childcare Provider Guides (appendix).
1. Education Finance will confirm the arrangements for submission of the budget calculator and, where applicable, any other requirements for individual providers to submit additional budget calculators during the course of the financial year to account for any change of circumstance for the provider.
 2. In march prior to the start of each new financial year, the budget calculator will be used to baseline the early education and childcare funding providers will receive and the corresponding monthly payment schedule and indicative payment dates.

Census Claims (once per term)

Providers are required to submit child level data, at least once per term as applicable, for eligible children as follows:

- 1st claim census of child level funding data for children at the start of term that the provider wishes to make a funding claim for.
- 1st claim census of child level funding for Early Years Pupil Premium (EYPP)/Disability Access Fund (DAF) Claim form.

Funding Transfer Claims – All provider Types

Providers are required to submit child level data, at least once per term as applicable, for eligible children as follows:

- 2nd claim census of child level census data for children who joint the provision, increase hours, decrease hours or leave the provision after the closure of the 1st term census claim.
- 2nd claim census of child level funding for Early Years Pupil Premium (EYPP) /Disability Access Fund (DAF) Claim form.

Providers must submit queries related to the closure of 1st and 2nd census claim submissions during the term in which any issue arises. Providers cannot retrospectively be funded for children missed from 1st or 2nd census claims and the Local Authority cannot back date payments to previous financial years.

Department for Education Early Years Census (annually)

Providers are required to submit child and provider level data annually in January of each year to allow the Local Authority to make an accurate claim for funding to the Local Authority for early education and childcare funding.

The January census submission is made up of two parts:

1. Child level data - This information is provided via ChildView Provider Portal as part of the spring term census 1st claim.
 2. Establishment level data - This information is provided via data collection template. The Local Authority will confirm the process for establishment data collection in the autumn term each year to allow them to account for any collection amendments as requested by the DfE.
1. The Provider should accurately complete and submit termly census 1st and 2nd claim data and other necessary data returns by the agreed date to support the local authority to make payment.
 2. First and second claim census data submissions will be used as a validation tool for the provider data submitted on the budget calculator. Any discrepancies in funded hours will either be made as a credit (payment made to the provider; this is an underpayment) or raised as an invoice (payment owed to the Local Authority; this is an overpayment) to the provider during the next available monthly payment run. Where a childminder is only funded for one term and they have been over paid, they will be required to make a payment to the Local Authority; payment details will be sent to the childminder directly in these circumstances.

Early Education and Childcare Provider Closures

Providers who experience unexpected or planned closure (i.e. premises not available, polling day etc.) during the early education and childcare funding period must inform:

- **Ofsted** on every occasion of closure, regardless of the duration, as soon as possible on 0300 123 1231.
- **Early Years Admissions** on every occasion of closure, regardless of duration and whether this is planned (i.e. polling day/staff INSET training) or unexpected as soon as possible on 01708 433954 and by email at earlyyears@havering.gov.uk.

Early Education and Childcare funding will not be reclaimed for closures of five working days or less in each financial year. Any closure which exceeds five days will be considered on a one to one basis for funding purposes by Early Years Provider Reference Group (EYPRG).

17. RECORD KEEPING AND AUDIT

1. The Provider shall keep a satisfactory standard of records, (e.g. supporting documentation, registers of attendance, copy of evidence of child's date of birth (i.e. child's birth or passport) and parental agreements to support its Early Education Funding Claim in order to ensure satisfactory audit trails and retain such supporting documentation for a minimum period of six years plus the current year.
2. The Provider must retain a copy of a child's two year old eligibility email supplied to the parent, by the local authority early years admissions team.
3. Where a Provider is claiming Early Years Pupil Premium for a child adopted from care, or a child on a special guardianship order, the provider shall keep a record of the adoption order reference number, or the special guardianship reference number for audit purposes.
4. Where a Provider is claiming Disability Access Fund for a child in receipt of Disability Living Allowance, the provider shall keep a record of the adoption order reference number, or the special guardianship reference number for audit purposes.
5. The Provider must keep financial accounts of the receipt and use of the Early Education Funding and work within the audit and record keeping arrangements as laid out in the Early Education Finance Guide (appendix).

In addition the Provider agrees to:

6. Be audited by officers from the local authority to ensure Early Education funding is being used to provide the Early Education Entitlement to eligible children;
7. Allow access to all financial records, documents and other materials relating to the use of the funding and provide such assistance with their interpretation as shall be required. The local authority will provide reasonable notice of any such inspection;
8. Make available upon request, a signed copy of the parental agreement entered into with each parent. A copy of which should be retained by the Provider for 6 years plus the current year from the date the parental agreement is entered into.
9. The provider should ensure they submit timely and accurate information, including, but not limited to, headcount data, census data, parental declarations and invoices, as per the financial guidelines of their local authority. Failure to do so may result in inaccurate, delayed or suspended funding.
10. The provider should maintain accurate financial and non-financial records relating to free entitlement places and should give the local authority access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the provider agreement, subject to confidentiality restrictions.

Auditing the early education and childcare funding

1. The local authority should not carry out audit regimes which are disproportionate or are unnecessarily burdensome to providers. The local authority will conduct periodic reviews of early and late census data collections and provider funding data. This will include, but is not limited to, attendance registers, sample invoices and admissions arrangements, including those related to the Two Year Old Offer, EYPP and DAF claims.
2. The provider should maintain accurate financial and non-financial records relating to early education and childcare places and should give the local authority access, on reasonable notice, to all financial and non-financial records relating to the early education and childcare places funded under the provider agreement, subject to confidentiality restrictions.
3. Providers will be required annually to confirm as part of the local authority financial audit, that the early education and childcare funding paid to them has been used for the delivery of early education and childcare as per the requirements of the Early Education and childcare Statutory Guidance for Local Authorities 2017. The Local Authority will confirm the process for the annual audit of the early education and childcare funding and corresponding documentation in the Early Education and Childcare Provider Guides and Early Education Finance Guide (appendix) documents.

Data submissions

The local authority should not charge providers disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of early education and childcare places. Any charges should be reasonable and proportionate to the inconvenience or costs incurred to the local authority as a result of the lateness and local authorities will ensure charges are clearly communicated to providers.

Any advance or irregular payments made at the Providers request, if agreed, will be made by the Local Authority at a charge of £80 per transaction per provision that the payment is made for.

4. Providers are required to make child and provider level data submissions via the appropriately advised Management Information System (MIS). This includes, but is not limited to, SIMS and ChildView Provider Portal. Email's where submitted must be sent via Egress Secure email where they include live birth indicators such as, but not limited to, children's names, dates of birth and parents National Insurance Numbers or National Asylum Seekers Services Numbers. Late data submissions outside of the published deadlines may result in reduced or cancelled payments to the provider.
5. Providers will be informed in advance if they are required to submit any additional data outside of the current published requests. Any additional data requests will ensure the least possible administrative burden for providers.

Provider must use associated forms to ensure on time early education and childcare payments can be made. Documentation and data arriving late will result in a delay to the next early education and childcare payment.

18. CHARGING AND FUNDING

1. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of free, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.
2. The Provider can charge for meals and snacks as part of a free entitlement place and they can also charge for consumables such as nappies or sun cream and for services such as trips and yoga. These charges must be voluntary for the parent. Where parents are unable or unwilling to pay for meals and consumables, Providers who choose to offer the free entitlements 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.
3. The Provider should deliver the free entitlements consistently so that all children accessing any of the free entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.
4. The local authority should not intervene where parents choose to purchase additional hours of provision or additional services, providing this does not affect the parent's ability to take up their child's free place. The Provider should be completely transparent about any additional charges.
5. The Provider should publish their admissions criteria and ensure parents understand which hours/sessions can be taken as free provision. Not all Providers will be able to offer fully flexible places, but providers should work with parents to ensure that as far as possible, the patterns of hours are convenient for parents' working hours.
6. The Provider can charge parents a deposit to secure their child's free place however, this should be refunded in full to parents within **four** weeks of the child starting at the provision. The deposit cannot be used as part payment towards additional childcare costs.
7. The Provider cannot charge parents "top-up" fees (the difference between a Provider's usual fee and the funding they receive from the local authority to deliver free early education and childcare places), or require parents to pay a registration fee as a condition of taking up their child's early education and childcare funded place.
8. The Provider should ensure their invoices and receipts are clear, transparent and itemised. This will allow parents to see that they have received their free entitlement completely free of charge, and understand fees paid for additional hours. The provider will also ensure that receipts contain their full details so that they can be identified as coming from a specific provider. The local authority suggests that all providers should identify their Ofsted registration number and the full name of the child on any invoice to avoid miss-use of the invoice and confusion.
9. The Provider should not show the free entitlement as a monetary subsidy on an invoice or receipt but as free at the point of delivery.

19. COMPLIANCE

1. Insurance

- 1.1 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 Early Education Funding Provider Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 1.2 The Required Insurances referred to above include (but are not limited to):
 - (a) public liability insurance with a limit of indemnity of not less than [twenty] million pounds [(£20,000,000)] in relation to any one claim or series of claims arising from the Project; 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 Project.
 - (c) Professional Indemnity Insurance with an indemnity limit of [twenty-five] thousand pounds (£25,000) [optional as required by the Council].
2. The local authority can carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the free entitlements.

20. TERMINATION AND WITHDRAWAL OF FUNDING

1. Any breach of the following obligations will be deemed a fundamental breach which may terminate this Agreement immediately.
2. If the Provider ceases to be registered with Ofsted. The local authority will in this event require the Provider to repay any funding which may have been paid to them which relates to the period after the date the Provider ceases their registration with Ofsted. This may require the Provider to repay all of the funding paid to the Provider for the term in which Ofsted registration ceases.
3. Execution against the Provider or the making by the Provider of any composition or arrangement with Creditors, or being a company, the Provider's liquidation.
4. In relation to any Agreement with the local authority, the Provider or any person employed by the Provider or acting on the Provider's behalf, shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under the Local Government Act 1972 Section 117(2).
5. In relation to any Agreement with the local authority, the Provider or any person employed by the Provider or acting on the Provider's behalf, shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act 1972 Section 117(2).
6. In the event that the Provider fails to comply with any of the provisions set out in this Agreement or fails to observe any obligation under this Agreement and/or fails to comply

with legislation or guidance including the Statutory Guidance, or fails to provide information reasonably requested by the local authority within a reasonable timescale to support its monitoring of this Agreement, or in ensuring proper use of public funds, the Local Authority will issue an improvement notice to the Provider.

The improvement notice specifies the breach, what must be done to remedy the breach and the timescale within which the breach must be remedied. If the breach is not remedied within the timescale specified, this may result in a termination of this Agreement with the Provider on giving 14 days written notice to them of the timescale of cancellation of funding. The Provider in such instances shall repay to the local authority all the funding paid to the Provider for the period after the improvement notice was issued.

7. In the event of a failure to improve performance, in the view of the local authority, to the equivalent of a Good Standard within 6 months of an Ofsted inspection resulting in a Satisfactory /Requires improvement standard or less (unless Ofsted have re-inspected the Provider and have issued a new Inspection Judgement of Good standard or above) will result in withdrawal of funding for 2 year old children making use of the Early education and childcare funding. The Local Authority will give the Provider 28 days written notice of such withdrawal of funding.
8. In the event of a failure to improve performance, in the view of the local authority, to the equivalent of a Satisfactory/Requires Improvement Standard within 6 months of an Ofsted inspection resulting in a Satisfactory /Requires improvement judgement or less (unless Ofsted have re-inspected the Provider and have issued a new Inspection Judgement of Satisfactory/Requires Improvement standard or above) will result in withdrawal of funding and removal from the Directory.

The local authority will give the Provider 28 days written notice of any such withdrawal of funding. Once a Satisfactory Standard has been achieved the Provider must seek to obtain a good Ofsted standard or above and funding for 2 year old children meeting the criteria for the Early Education and Childcare may be withdrawn if improvement is not achieved within 6 months. The local Authority will give the provider 28 days written notice of such withdrawal of funding.

9. The local authority has discretion to withhold or withdraw funding from providers who are assessed as an Inadequate standard by Ofsted .The local authority will give the provider 28 days written notice of such withholding or withdrawal of funding.
10. In the event that the local authority's statutory obligation and/or the funding for Early Education and Childcare substantially alters, the local authority may terminate this agreement by giving 6 months' notice in writing to the Provider.
11. The Provider may terminate this agreement by giving at least 3 months / one full term of written notice to the local authority.

21. PROVIDER FUNDING APPEALS PROCESS

The Local Authority has established an appeals procedure for providers where either:

- a decision has been made to suspend or withdraw funding from a provider; or

- a decision has been made to remove a provider from Havering's directory of providers
 - a decision has been made not to admit a provider to Havering's directory of providers
1. Appeals must be made in writing to the Head of Service for Admission and must contain the following:
 - The name of the provision(s) and the appellant who signed the Directory and Funding Agreement
 - The reason for the appeal, including the relevant section of the Early Education and Childcare Statutory Guidance for Local Authorities (2017) and Directory and funding agreement that the appeal is being made against;
 - The appeal must be signed and dated by the appellant.
 2. The local authority in response to the appeal will have regard to:
 - Source – what is the relationship between the person making the claim and the institution? Is it a single claim, or have several been made together? A claim being made by a parent or member of staff will usually carry more weight than one made by a third party.
 - Substance – how well-evidenced is the allegation? Is it based on rumour and hearsay or are the facts well substantiated? A specific claim might be considered differently to a claim that is vague or unspecific.
 - Severity – in addition to substance, the severity of the claim will be a critical factor in determining appropriate steps.

These factors and examples are not exhaustive.

Stage 1 appeals

The local authority will nominate an appropriate officer to respond to the provider's appeal. All Stage 1 appeals should be acknowledged within three working days and a full written reply sent within 15 working days.

Stage 2 appeals

If the provider remains dissatisfied with the outcome of the stage 1 appeal they may request the local authority to arrange for the appeal to be reviewed by the Chief Executive as a Stage 2 appeal. A request should be made through the online complaints form (www.havering.gov.uk/complaints) stating clearly why the provider is unhappy with the stage 1 response received.

The request should be acknowledged within three working days and a full written reply sent within 20 working days.

Stage 3 appeals

If the Provider remains dissatisfied with the outcome of the stage 2 investigation they may request the local authority to arrange for the complaint to be reviewed by the Adjudication and Review Committee as a Stage 3 appeal.

APPEAL HEARING

If a provider wishes to object to the grounds of their appeal being rejected, the Local Authority will:

- Acknowledge the letter and give the childcare provider a date, time and location for an appeal hearing.
- The Local Authority will prepare a written report for the Chief Executive. This report, along with the childcare provider's evidence will be sent to the childcare provider at least one week before the date of the hearing.
- The appeal will be heard by the Head of Service and other appropriate Local Authority representatives will also be in attendance to give reasons and produce evidence for withdrawing the provider from the register. Representatives from the provider will also be invited to attend.

The hearing will be as informal as possible and the procedure will be as follows:

- introductions
- the Local Authority will be invited to explain the reasons behind its decision
- the childcare provider may question the Local Authority's representatives after they have spoken
- the childcare provider will be invited to explain its grounds of appeal against the Local Authority's decision
- the Local Authority may question the childcare provider after its representatives have spoken
- the panel may ask questions at any point
- the Local Authority will then be invited to sum up the reasons behind its decision
- the childcare provider will then be invited to sum up its grounds of appeal
- both the childcare provider and Local Authority representatives will then leave together while the panel makes its decision
- the chair will explain to both the childcare provider and Local Authority representatives that they will hear from the panel in writing within one week.

Local Government Ombudsman (LGO)

1. At any stage the childcare provider, if not satisfied, with the way in which the council has dealt with its appeal, can ask the Local Government Ombudsman (LGO) to examine the proceedings. The LGO is an independent person who investigates allegations of maladministration causing injustice to the person who has complained.
2. The LGO has a leaflet called 'Complained to the council but still not happy?' A copy of this leaflet can be obtained by telephoning or writing to the address above, or it can be downloaded from the LGO's web site at: www.lgo.org.uk. Enquiries about the LGO's service can be obtained by telephoning their advice line on 0300 061 0614.

22. PARENT AND PROVIDERS COMPLAINTS PROCESS

1. The provider should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for local authorities.
2. If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the local authority or believes the local authority has acted unreasonably, they can make a complaint to the local authority Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.
3. The Local Authority has a duty to investigate any complaints received from parents and providers and will act upon them.
4. For parents who are not able to resolve any concerns directly with their provide in the first instance, or, where the parent is not satisfied that their child has received their free entitlement in accordance with the legislation following discussion with the Local Authority as set out in this agreement and in Early Education and Childcare Statutory guidance for local authorities, should raise their complaints via the local authority's complaint form at:
5. If the Provider has any complaints about this Agreement, which do not relate to the local authority's rights of termination, these should be made via the local authority complaint form (<https://www.havering.gov.uk/complaints>).
6. The local authority will seek to resolve complaints at the earliest opportunity. Where possible, every attempt will be made to deal with any issues quickly.

Stage 1 complaint

The local authority will nominate an appropriate officer to respond to the complaint. All Stage 1 complaints should be acknowledged within three working days and a full written reply sent within 15 working days.

Stage 2 complaint

If the provider or parent remains dissatisfied with the outcome of the stage 1 investigation, they can request the local authority to arrange for the complaint to be reviewed by the Chief Executive as a Stage 2 complaint. A request should be made through the online form stating clearly why you are unhappy with the stage 1 response received.

The request should be acknowledged within three working days and a full written reply sent within 20 working days.

Stage 3 complaint

If the provider or parent remains dissatisfied with the outcome of the stage 2 investigation, they may request for the local authority to arrange for the complaint to be reviewed by the Adjudication and Review Committee as a Stage 3 complaint.

23. APPENDICES

1. [EARLY EDUCATION AND CHILDCARE, STATUTORY GUIDANCE FOR LOCAL AUTHORITIES 2017](#)
2. [CHILDCARE ACT 2006](#)
3. [CHILDCARE ACT 2016](#)
4. [EQUALITY ACT 2010](#)
5. [SCHOOL ADMISSIONS CODE 2014](#)
6. [STATUTORY FRAMEWORK FOR THE EARLY YEARS FOUNDATION STAGE 2017](#)
7. [LOCAL AUTHORITY, \(DUTY TO SECURE EARLY YEARS PROVISION FREE OF CHARGE\) REGULATIONS 2014](#)
8. [THE CHILDCARE \(EARLY YEARS PROVISION FREE OF CHARGE\) \(EXTENDED ENTITLEMENT\) REGULATIONS 2016](#)
9. [SPECIAL EDUCATIONAL NEEDS AND DISABILITY CODE OF PRACTICE: 0 TO 25 YEARS 2015](#)
10. [DATA PROTECTION ACT 1998](#)
11. [WORKING TOGETHER TO SAFEGUARD CHILDREN' GUIDANCE 2015](#)
12. [GUIDANCE PROVIDER GUIDE SEPTEMBER 2017](#)
13. [PARENTAL DECLARATION SEPTEMBER 2017](#)
14. [GUIDANCE EARLY YEARS PARENT GUIDE 2017/18](#)
15. [PROVIDER DETAILS FORM](#)

24. PROVIDER DECLARATION

Early Education and Childcare - Provider Directory and Funding Agreement Declaration
01 September 2017- 31 March 2020

The Provider in signing this Early Education and Childcare Funding Agreement agrees to comply with the terms and conditions set out in this Early Years and Childcare, Provider Directory and Funding Agreement and in addition confirm that the named Provision conforms to all the requirements set out in this Early Education and Childcare Provider Directory and Funding Agreement and that this Provision will, whilst registered, ensure all elements are met.

Please complete using black ink and PRINT clearly

I am the person who has legal responsibility and authority to sign this Early Education and Childcare Funding Agreement for and on behalf of the Provider.

Name of Provision	
Ofsted/DfE registration Number	
Name:	
Position:	
Provider Address	
Email Address	
Signature:	
Date:	

Providers may wish to send this document back by registered or recorded post, but this will be at the expense of the provider and cannot be claimed back as a cost to the local authority. Please return this signed original form and any other requested documentation to:

London Borough of Havering
Education Provision and Commissioning
9th Floor Mercury House
Mercury Gardens
Romford
Essex RM1 3DW

Once signed by the Local Authority representative, the original form will be returned to the provider by first class post and a scanned copy by email using the details provided on this form.

COUNCIL REPRESENTATIVE

Name (Please PRINT)	
Position/Job role:	
Signature	
Date:	

DRAFT