Nottinghamshire County Council

Nottinghamshire County Council

PROVIDER AGREEMENT for FUNDED EARLY YEARS PROVISION

2026

(to continue on a rolling yearly basis unless terminated in accordance with the terms of this Agreement)

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Guidance Notes

This Provider Agreement has been prepared in line with the Department for Education Model Agreement 2026 and Department for Education Statutory Guidance and Early Years Entitlements: DFE operational guidance for local authorities and providers which should be read alongside this Agreement. National Guidance documents may be amended during the life of this Provider Agreement. The web links provided will take providers to the main DfE webpage which will direct you to the latest version of the guidance.

This Agreement is made between Nottinghamshire County Council ("the Local Authority") and the Provider named at the end of this Agreement. The terms and responsibilities outlined in this document shall be binding upon both parties.

If this Agreement is not signed and returned to the Local Authority, then there is no binding agreement that requires the LA to fund the provider for the provision of early education and childcare.

BACKGROUND

The Early education and childcare statutory guidance refers to early years provision free of charge (sections 7 and 7A Childcare Act 2006) and free childcare for eligible working parents (section 2 Childcare Act 2016) as the free entitlements, a free place or free hours.

This guidance and this agreement applies as follows:

i. the duty to secure childcare free of charge for qualifying children of working parents aged from 9 months (Part A1) (the working parent entitlement)

ii. the duty to secure childcare free of charge for parents with children eligible for Early Learning for 2-year-olds (Part A1) (previously referred to as the disadvantaged 2-year-old entitlement or the entitlement for 2-year-olds from families receiving additional support)

iii. the duty to secure universal childcare free of charge for parents of 3- and 4-year-olds (Part A1) (the universal entitlement)

iv. the duty on local authorities to secure sufficient childcare for parents to enable them to work or undertake education or training which could assist them to obtain work, including wraparound care (Part B)

v. the provision of information, advice and assistance to parents (Part C)

vi. the provision of information, advice and training to childcare providers (Part D)

The Agreement applies to the following early years providers:

I. an early years provider other than a childminder registered on the Ofsted Early Years Register
II. a childminder registered on the Ofsted Early Years Register
III. a childminder or childcare provider registered with a childminder agency which is itself registered with Ofsted
IV. schools taking children aged 2 and over which are exempt from registration with Ofsted as an early years provider
V. schools taking children under 2 which are separately registered on the Ofsted Early Years Register (including independent schools)
VI. independent schools where the early years provision is inspected separately by an independent inspectorate

1. DURATION OF AGREEMENT

1.1. This Agreement shall commence on 1st July 2026 to 31st March 2027 and thereafter shall continue on a rolling yearly basis unless terminated in accordance with the terms of this Agreement.
1.2. The Local Authority ("NCC") may terminate this Agreement at the end of any school term by serving written notice on the Provider at least a term prior to the proposed termination date.
1.3. This Agreement shall terminate where an early years setting has been deregistered by Ofsted.

2. KEY LOCAL AUTHORITY RESPONSIBILITIES

The local authority shall:

2.1. secure a free place for every eligible child in their area with no mandatory charges for parents.
2.2. work in partnership with providers to agree how to deliver places.
2.3. 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.
2.4. contribute to the safeguarding and promote the welfare of children and young people in their area.

For further information refer to **Annex K – Local Authority Terms – K2, K3, K4, K5, K8**

3. KEY PROVIDER RESPONSIBILITIES

The provider shall:

3.1. comply with all relevant legislation and insurance requirements
3.2. 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 those children accessing the free entitlements should receive the same quality and access to provision as defined in A1.34 and A1.36 of the Early Education and Childcare statutory guidance for local authorities. The provider should be clear and communicate to parents details about the days and times that they offer free places, along with their optional services and charges
3.3. follow the Early Years Foundation Stage (EYFS) statutory framework (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.
3.4. have arrangements in place to support children with SEND. These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEND Inclusion Fund and Disability Access Fund to deliver effective support, whilst making information available about their SEND offer to parents. The Provider will be required to report progress of SEND children each term. The Provider should utilise the SEND inclusion fund and have systems in place to allow them to collect necessary information about Disability Living Allowance to enable them to access the Disability Access Fund.
3.5. Have arrangements in place to meet the needs of groups of children deemed otherwise vulnerable.
3.6. Provide the Local Authority with relevant data and information as and when requested regarding attendance and transitional arrangements for children.
3.7. Provide the Local Authority with relevant data and information as and when requested regarding sufficiency of places offered and current vacancies, as well as their listing on https://www.yournottsdirectory.org.uk

4. SAFEGUARDING

4.1. 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 - GOV.UK statutory guidance sets these out in detail.
4.2. The provider must follow the EYFS and have clear safeguarding policies and procedures in place that are in line with local guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A lead practitioner must take responsibility for safeguarding and all staff must have training to identify signs of abuse and neglect. The provider must have regard to 'Working together to safeguard children' statutory guidance.
4.3. The provider is required to fully engage with local safeguarding partnerships.
4.4. The Provider is also subject to the further safeguarding provisions contained in **Annex A - Local Authority Terms - Safeguarding**

5. SPECIAL EDUCATIONAL NEEDS AND DISABILITIES

5.1. The local authority must strategically plan support for children with SEND to meet the needs of all children in their local area as explained in the Special Educational Needs and Disability (SEND) code of practice: 0 to 25 years, and ensure that the entitlements are delivered to children with SEND free of charge with no mandatory additional costs attached to their entitlement hours.
5.2. 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.

5.3. Providers must be aware of the requirement on them to have regard to the SEND Code of Practice 0 to 25 years, and duties under the Equality Act 2010 and EYFS statutory framework to meet the needs of children with SEND. This includes removing barriers that prevent children accessing early education and childcare, and working with parents to give each child support to fulfil their potential.

5.4. Providers are not permitted to charge parents of children with SEND for additional support costs as part of their entitlement hours or as a condition of accessing an entitlements place.

5.5. Providers may be eligible for additional funding to provide suitable support for children identified as needing adaptation or personalisation to the curriculum to make good progress, on a case by case basis. This includes SEN Inclusion Funding, Disability Access Fund and for children with an EHCP, funding from the High Needs block of the Dedicated Schools Grant. Providers will check eligibility and use this funding to help them deliver support to these children. Providers may be required to provide evidence of how this funding has been used to support children in their setting. Children in receipt of the early education and childcare entitlements will be eligible for Disability Access Funding if the child is eligible for Disability Living Allowance.

5.6. Providers can request support to enable children with SEND to access their entitlements and any additional funding they are eligible for, through the early years SEND services.

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

5.8. The Provider is also subject to the further SEND provisions contained in **Annex B – Local Authority Terms – DAF & Early Years SEND Funding**

6. SUPPORTING DISADVANTAGED CHILDREN

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

6.2. The provider should ensure that they have identified the relevant 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.

6.3. The Provider shall ensure that they have identified the disadvantaged children in their setting. As well as EYPP, this includes deprivation fund, DAF, Early Years SEND Funding set out in the Supplementary Funding Table attached.

6.4. Where households meet the eligibility criteria for both 2-year-old entitlements, they must be recorded as taking up 15 hours through early learning for 2-year-olds and then 15 hours of the working parent entitlement. They will need to reconfirm eligibility every 3 months for the working parent entitlement.

6.5. The Provider shall also be subject to the further provisions referred to in **see Annex C – Local Authority Terms – Disadvantage**

7. QUALITY

7.1. The EYFS statutory framework is mandatory for all schools that provide early years provision and early years providers registered with Ofsted or with an Ofsted-registered Childminder Agency in England. The EYFS sets the standards that early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.

7.2. The local authority can only rely on the Ofsted (or an independent inspectorate where relevant) inspection outcome of the provider or the childminder agency, or the childminder agency's reasonable opinion of the childminder, as the sole benchmarks of quality, as set out in paragraph A3.12 of the Early Education and Childcare statutory guidance for local authorities, when securing quality for the free entitlements.

7.3. The Local Authority has a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for providers when 'Safeguarding' is graded as 'Not met' or 'Leadership and Governance' is graded as 'Needs attention' or below, or the provider has an overall historical inspection outcome of Requires Improvement, or Inadequate.

7.4. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of the Early Education and Childcare statutory guidance for local authorities and the EYFS statutory framework.

7.5. Where a provider does not achieve the benchmarks of quality set out in paragraphs A3.2 and A3.3 of the Early Years and Childcare statutory guidance, there will be steps taken as detailed in the flowchart in **Annex J - Local Authority terms – Flowchart and termination of agreement and suspension or withdrawal of funding**

8. ELIGIBILITY & THE GRACE PERIOD

Eligibility

8.1. The provider must check original copies of documentation to confirm the parent meets the eligibility criteria (where relevant) and that the child has reached the relevant age before the child starts their place for all free entitlements. The provider must retain paper or digital copies of documentation to enable the local authority to carry out audits and fraud investigations, and to enable the provider to support these processes more efficiently. See Compliance section for further details. If copies of birth certificates or other validating documents are not retained, the Provider shall acknowledge on the Parental Declaration Form that it has seen originals of the identification.

8.2. Where the Provider retains copies of documentation, these must be stored securely and retained in accordance with the Schedule of Data Processing. The Provider shall ensure that all such documentation is handled in accordance with clause K5 (Data Protection), including the requirements for return and destruction of data as set out in the Schedule of Data Processing, as referenced in, and accessible via, Annex H, paragraph H2(iv)(b) of this Agreement.

8.3. The provider should offer places through early learning for 2-year-olds on the understanding that the child remains eligible, and can remain in their place regardless of whether their family circumstances change, until they become eligible for the universal entitlement for 3- and 4- year-olds. Children who are eligible for both the working parent entitlement and early learning for 2-year-olds, must receive their first 15 hours of funding under the early learning for 2-year-olds scheme.

8.4. Alongside the 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 eligibility code.

8.5. The eligibility code for any foster children will be issued by the local authority, and so will not have an 11-digit code issued by HMRC. The local authority will manage the application and reconfirmation process for these children separately.

8.6. Once a provider has received written consent from the parent, they should verify the eligibility code with the local authority. The local authority will confirm the validity of eligibility codes to allow providers to offer free places for eligible children. The local authority will provide a validity checking service to providers to enable them to verify the eligibility code.

8.7. The provider should validate eligibility codes as quickly as possible, to ensure that each child who takes up a place is eligible to do so, and to provide certainty to the parent and the provider.

8.8. Thereafter, the local authority should complete audit checks to review the validity of eligibility codes for children who qualify for the working parent entitlement at 6 fixed points in the year as set out in A1.24 of the Early Education and Childcare statutory guidance for local authorities. 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.

The Grace Period

8.9. A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Free of Charge for Working Parents) (England) Regulations 2022 as determined by HMRC (or where the child is in foster care, the responsible local authority).

8.10. 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 (dates set out in A1.24 of the Early Education and Childcare statutory guidance for local authorities).

8.11. The process for foster children is explained in the separate 30 hours free childcare for foster children guidance.

8.12. The local authority should continue to fund a place at an existing setting for a child who enters the grace period.

8.13. **See Local Authority Guidance Annex E regarding the process for checking codes and the grace period.**

9. FLEXIBILITY

9.1. Provision must be offered within the national parameters on flexibility as set out in paragraph A2.4 of the Early Education and Childcare statutory guidance for local authorities.

a) no session to be longer than 10 hours
b) no minimum session length (subject to the requirements of registration on the Ofsted Early Years Register)
c) not before 6am or after 8pm
d) a maximum of 2 sites in a single day

9.2. Ensure that children are able to take up their free hours in continuous blocks if they wish to, and there should be no artificial breaks in the entitlement hours. For example, over the lunch period, a provider should not offer 10am to 12pm and 1pm to 3pm as entitlement hours and offer only private paid hours in between, however, patterns of provision will rightfully be dependent on staff availability within particular settings.

9.3. The provider should work with the local authority to support them to secure sufficient stretched and flexible places to meet parental demand in the local authority, and share information about the times and days / periods at which they are able to offer free entitlements.

9.4. The provider should work with the local authority to ensure their record on the Family Information Service / their website includes information on their offer so that parents can make an informed choice of provider, including the provider's admissions criteria, as set out in paragraphs A1.39 and A1.40 of the Early Education and Childcare statutory guidance for local authorities. Information about their offer should be made available to parents upon enquiring about provision in their setting and before the point parents commit to accessing provision at their setting.

9.5. The Provider shall work with the Local Authority and share information about the times and periods at which they are able to offer funded entitlements to support the Local Authority to secure sufficient stretched and flexible places to meet parental demand in the Local Authority. The Provider shall also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.

9.6. Maintained and Academy Schools (MAS) are advised to publish their nursery admissions policy with particular regard to points of entry for nursery children during the school year. Maintained and Academy Schools are funded on the basis of children present on the Schools' Census (SC), so if a child is admitted after census week, the funding will not be paid to the school for that term.

9.7. The Provider's attention is drawn to the Local Authority's policy on notice periods regarding funded places as set out in **Annex F – Local Authority Terms – Notice periods**.

10. PARTNERSHIP WORKING

10.1. Partnerships should be supported by local authorities on four levels between:

a) Local authorities and providers

b) Providers working with other providers, including childminders, schools and organisations

c) Providers and parents

d) Local authorities and parents

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

10.3. The provider should work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. The Early Years 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.

10.4. 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.

11. CHARGING AND TRANSPARENCY

11.1. Government funding is intended to deliver 15 or 30 hours a week of free, high quality, flexible childcare. The 15 or 30 hours must be able to be accessed free of charge to parents. There must not be any mandatory charges for parents in relation to the free hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services.

11.2. The Provider can charge for meals and snacks as part of a funded entitlement place and the Provider can also charge for consumables such as nappies or sun cream and for optional activities such as trips and musical tuition, or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework, but these charges must be voluntary for the parent. (see A1.32 of the Early Education and Childcare statutory guidance for local authorities)

11.3. Providers should be mindful of the impact of charges on families, particularly the most disadvantaged. Providers who choose to offer the free entitlements, are responsible for setting a policy on providing parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow parents to access the entitlement for free, including allowing parents to supply their own, or waiving the cost of these items. Providers must not charge for the items and services listed in paragraph A1.38 of the Early Education and Childcare statutory guidance for local authorities). This includes non-refundable registration or retainer fees for any child only accessing their free childcare entitlement.

11.4. Providers are permitted to charge a reasonable refundable deposit, but this must be returned in full within a reasonable time scale (which shall be after the child has taken up their entitlement place and been included as attending the Provider setting and recorded in their headcount return).

11.5. Provision must continue to meet the standards of the EYFS whether or not the parent pays for optional extras as set out in paragraph A1.34 of the Early Education and Childcare statutory guidance for local authorities)

11.6. Providers can also charge parents for any additional, private paid hours according to their usual terms and conditions provided taking up private paid hours is not a condition of accessing a free place.

11.7. The Provider shall deliver the funded entitlements consistently so that all children accessing any of the funded entitlements will receive the same quality and access to provision, regardless of whether they opt to pay for optional hours, services, meals or consumables.

11.8. The Local Authority shall not intervene where parents choose to purchase additional hours of provision or additional services, provided that this is not a condition of accessing the funded entitlement. The Provider shall be completely transparent with parents about any additional charges.

11.9. The Provider shall publish their admissions criteria, (such as what age groups the provider takes, any priority for children with SEND or looked after children, and both how and when to apply for a place). The Provider must ensure parents understand which hours/sessions can be taken as free provision, what optional extras are available to them, and the types of reasonable alternatives they have if they choose not to take up these extras. Not all providers will be able to offer fully flexible places, but the Provider shall work with parents to ensure that as far as possible the pattern of hours are convenient for parents' working hours.

11.10. The costs of chargeable extras should be published on provider websites or, where they do not have any website, on local authority Family Information Services. These should be clear, up-to-date and easily accessible to parents, to enable parents to make an informed choice of provider. The information should set out, for each setting, the amounts charged for all the chargeable extras listed, as well as the pattern of hours that parents can take the entitlements (Except for providers caring for less than 10 children at any one time).

11.11. The provider shall submit a link to their published information mentioned in clauses 11.9 & 11.10 when signing this agreement in section 18. If no link is submitted, the agreement is not deemed to have been fully signed (and the provider may be referred to provider support and/or subject to an audit).

11.12. 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 funded places) or require parents to pay a registration fee as a condition of taking up their child's funded place.

11.13. The Provider shall ensure their invoices and receipts are clear, transparent and itemised, allowing parents to see that they have received their funded entitlement completely free of charge and understand fees paid for additional hours. The Provider will also ensure that receipts contain the provider's name, address, and contact details so that they can be identified as coming from a

specific provider for the purposes of audits and any payments made in relation to Universal Credit. The Provider shall not represent the funded entitlement to parents on any invoice as a monetary subsidy or discounted place.

11.14. Additional charges are permitted in the following 4 categories and shall be made clear to parents in advance of accepting a funded place, being detailed on a separate information sheet provided as part of the acceptance terms of the funded place:

a) Extra hours attended over and above the entitlement hours,
b) Meals and snacks,
c) Consumables such as nappies, suncream etc.
d) Additional services such as Forest Schools, yoga, drumming, other specific tuition

(providers should give details of how often these things occur e.g. once a week etc.)

11.15. The Provider shall ensure that all parents complete and sign the revised (2026) Parental Declaration Form for each child, and the Provider is required to retain copies of all completed Parent Declaration Forms (Annex D). Copies shall be retained for as long as the child is in the Provider setting and until the forms are no longer required to fulfil the purposes for which they were originally submitted (whichever is the later) and according to the Local Authority's data processing schedules. The revised parent declaration form includes a section regarding which additional charges the parent has or has not agreed to, with space on the back for providers to give more detail about charges or stretched offers.

11.16. Providers are permitted to annotate existing versions of the Parental Declaration form where these have already been signed by parents for their current funding claim. When there is a change to the pattern of hours attended or funding claimed for an existing child, settings should use the new 2026 Parental Declaration Form for these children and any new children who start to draw down funding. The parent declaration form should describe whether the funding is claimed over 38 weeks term time, or on a stretched offer. Details can be given on page 3 of the form. Providers should ensure they claim the correct entitlement during each term. (Parent declaration form has been updated to reflect what should be recorded)

11.17. For further information refer to **Annex D – Eligibility & Information to parents** and **Annex G – Local Authority Terms – Charging and Invoice example.**

12. BUSINESS PLANNING: PAYMENTS AND FUNDING

12.1. The Local Authority shall clearly set out the documentation that it needs to receive from the Provider to support payment and delivery of the funded entitlements and the timetable which the Provider shall follow when submitting their documentation, this includes setting out the importance of timely and accurate headcount and census returns.

12.2. The Local Authority shall pay the Providers, particularly childminders, monthly unless the Provider requests and the Local Authority agrees to continue an existing alternative sustainable method of payment. In order to support the Local Authority to make payments, the Provider shall:

12.3. ensure that they submit timely and accurate information, including, but not limited to, headcount data, census data, parental declarations and invoices and sufficiency tasks, as per the financial guidelines of the Local Authority. Failure to do so may result in penalty charges, inaccurate, delayed or suspended funding.

12.4. maintain accurate financial and non-financial records relating to funded entitlement places and supplementary funding and shall give the Local Authority access on reasonable notice to all financial and non-financial records relating to funded entitlement places funded under this Agreement, subject to clause K6 (Confidentiality) restrictions.

12.5. The Local Authority is permitted by the DfE to charge the Provider financial penalties when providing late or incomplete information. However, the Local Authority shall not charge the Provider disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of funded entitlements. Any charges shall be reasonable and proportionate to the inconvenience or costs incurred to the Local Authority as a result of the lateness and the Local Authority shall ensure that charges are clearly communicated to the Provider. Decisions regarding charging will be made at the Provider Support Group referred to in Annex J. The Local Authority shall notify the Provider in writing in advance of any charges it proposes to implement for the late or incomplete submission of information.

12.6. The Local Authority will endeavour to ensure that none of the funding paid to childminders registered with an agency to deliver funded places is retained by the agency.

12.7. For further information on the Local Authority payment terms refer to **Annex H – Local Authority**

Terms – Payments and Funding.

13. COMPLIANCE AND AUDITS

13.1. The Local Authority can carry out checks and/or audits on the Provider to ensure compliance with the requirements of delivering the funded entitlements, however, the Local Authority shall not carry out audit regimes which are disproportionate or are unnecessarily burdensome to the Provider.

13.2. Documents that will be requested as part of the audit can include but are not limited to:

a) Completed, signed, and dated parent declaration forms
b) Attendance Registers
c) Funding Policy (including delivery model)
d) Admissions Policy
e) Fee Structure
f) Invoices (where any additional charges are made)
g) Any other documents the Local Authority deems relevant for the provision of entitlements

13.3. The compliance audit will include checking that funding claims for free hours have been submitted accurately for all eligible children including that the claims are in accordance with the parental declaration and attendance registers.

13.4. Where these do not align, the local authority will investigate these discrepancies and take each case on its individual merits, including how and why these differences have arisen and whether they are deemed different to the planned number of hours delivered.

13.5. As set out in paragraph A4.32 of the Early Education and Childcare statutory guidance for local authorities, providers will not be penalised for short term absences of children, for example due to sickness, family emergencies, or arriving late or leaving early. Providers will also not be penalised for short term closures beyond the Provider's control, for example due to elections, damage to the premises, or strike action.

13.6. For further information refer to **Annex I – Local Authority Terms – Compliance and Audits**.

14. TERMINATION OF AGREEMENT AND SUSPENSION OR WITHDRAWAL OF FUNDING

14.1. The Local Authority aims to secure the best possible outcomes for children in Nottinghamshire Suspension of registration by Ofsted or childminder agency, or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding.

14.2. Where the Provider fails to return a signed copy of this Agreement by the date specified by the Local Authority, the Local Authority reserves the right to suspend payment of any further entitlements funding and reject future claims for entitlements funding by the Provider until it is in receipt of a copy of the Agreement correctly signed by the Provider.

14.3. Where a Provider takes the decision to withdraw from delivering the free entitlements, they must give the local authority and the parents of children at their setting a minimum of 4 weeks notice to enable parents to make alternative arrangements.

Further information on termination refer to **Annex J – Local Authority Terms – flowchart and termination of agreement and suspension or withdrawal of funding.**

15. APPEALS BY PROVIDERS

15.1 The Provider may be denied approval to offer the funded entitlements or have this Agreement terminated, funding withdrawn or suspended (in whole or part) in accordance with clause 14 and Annex J but can appeal against that decision.

15.2 Providers should appeal in writing within 10 working days of the notification by the local authority, detailing the ground for appeal, and enclosing all supporting documents to: earlychildhoodservices@nottscc.gov.uk.

15.3 Upon receipt of the appeal the local authority will:

- provide a written acknowledgement to the provider within 5 working days
- review the appeal within 20 working days, and
- provide written notification of the outcome of the appeal to the provider within 30 working days

15.4 If the appeal is successful, the local authority will reinstate funding payments to the provider.

15.5 If the appeal is unsuccessful, the local authority will continue to restrict the provider from offering the funded entitlements as previously notified, until such time as an improved Ofsted or childminder agency judgement is received.

16. COMPLAINTS PROCESS FOR PARENTS

16.1. 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. The local authority will instruct parents to follow the provider's own complaints procedure in the first instance. Parental complaints will only be considered by the local authority when the provider's complaints procedures have been exhausted.

16.2. 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.

16.3. The Local Authority's complaints procedure can be found here: Comments, compliments and complaints | Nottinghamshire County Council.

17. COMPLAINTS PROCESS FOR PROVIDERS

17.1 The Provider cannot complain about decisions made by the Local Authority in relation to funding or this Agreement, however if the Provider wishes to complain about a service matter, they are invited in the first instance to contact the Early Years Strategic Manager in writing to earlychildhoodservices@nottscc.gov.uk.

17.2 If the issue cannot be resolved through discussion with the service, the Provider is invited to make a formal complaint at Comments, compliments and complaints | Nottinghamshire County Council

17.3 If the Provider is unable to access the online complaints form they can make a complaint through the following routes:

- **Telephone:** 0300 500 80 80
- **Email:** complaints@nottscc.gov.uk, or
- **Write to:** Complaints and Information Team, County Hall, West Bridgford, Nottingham, NG2 7QP.

18. Nottinghamshire Early Years Provider Agreement Provider Declaration 2026-2027 (Provider Declaration and acceptance of terms):

18.1. Please complete the Provider Declaration online at
https://consult.nottinghamshire.gov.uk/schools/7e1d4d38/
If you are unable to complete online then please send your Provider Declaration to
Email: earlychildhoodservices@nottscc.gov.uk
Address: Early Years and Childcare Service, Children and Families Department, Nottinghamshire County Council County Hall, West Bridgford, Nottingham, NG2 7QP

18.2. As the Authorised Representative of the Provider, I will ensure that the Provider will adhere to the requirements set out in the Nottinghamshire Early Years Provider Agreement (being this Agreement) for the duration of this Agreement. I understand that failure to do so could result in the termination of this Agreement and subsequent withdrawal of early years funding, and removal from the Nottinghamshire register of funded Providers of Early Education.

18.3. I agree to make a commitment to sharing and engaging with Notts Safeguarding, SEND training and pathways, including the local offer.

18.4. I agree to publish information about the provider's funded offer and any additional optional charges.

Please complete all sections in full, in BLOCK CAPITALS

PROVIDER DETAILS ("the Provider") _____

NAME OF SETTING:_____

ADDRESS:_____

POSTCODE: _____

EMAIL:_____ TEL:_____

NAME OF REGISTERED PERSON: _____

OFSTED REGISTRATION NUMBER: _____

LINKS TO PUBLISHED FREE OFFER AND OPTIONAL CHARGES:

18.4_____

I have read and understood the Nottinghamshire Provider Agreement.

Name…….. Date……..

Position……

THE LOCAL AUTHORITY HEREBY CONFIRMS TO UPHOLD ITS COMMITMENT TO SUPPORTING THE PROVIDER OF EARLY EDUCATION AS OUTLINED WITHIN THIS AGREEMENT

Annex A – Local Authority Terms: Safeguarding

A1. Further to paragraph 3.1.c, The provider shall ensure that there is a designated practitioner to take lead responsibility for safeguarding children. All staff are trained in line with the criteria set out in Annex C of the EYFS and renewed every 2 years. The Provider shall have regard to the 'Working Together to Safeguard Children' 2026 guidance. In addition, the Provider shall:

a. ensure their employees are suitable for working with children, are recruited in line with a Safe Recruitment policy, ensuring that all those involved in the appointment of Staff have undertaken safer recruitment training
b. identify a Deputy Safeguarding Lead in the event of the Safeguarding Lead being absent
c. make sure that training is available to all Staff with updates in line with Nottinghamshire Safeguarding Children's Partnership (NSCP) requirements and in accordance with Nottinghamshire County Council's Safeguarding Training Pathway
d. make sure systems are in place for managing any allegations made against adults working with children

A2. The Provider shall adhere to the Nottinghamshire Safeguarding Children's Partnership (NSCP) Safeguarding Children Procedures as detailed on the website: Welcome to the Interagency Safeguarding Children Procedures (trixonline.co.uk)

A3. The Provider shall make a referral to the Disclosure and Barring Service where a member of staff is dismissed where they have harmed a child or put a child at risk of harm.

A4. The Provider shall comply with the Local Authority's Early Help Processes to ensure that the individual needs of children, particularly those most vulnerable, are identified early and are appropriately met. Further information can be found on the Referring to Early Help services | Nottinghamshire County Council on the Council's website.: Pathway to provision | Nottinghamshire County Council.

A5. The Local Authority will use the Provider Access Module (PAM) or a secure email address to transmit any sensitive or child level data to the Provider. The Provider must also use a secure email address for the transmission of such data to the Local Authority.

A6. The Provider must agree to make a commitment to sharing and engaging with Notts Safeguarding, SEND training and pathways, including the local offer. Click Link to Notts Safeguarding Training Pathway.

A7. There is an expectation that any supplementary funding received is communicated to setting managers by a provider's Head Office if setting managers are not directly involved in claiming for funding or in receipt of remittance advices issued by the Local Authority.

Annex B – Local Authority Terms – DAF & Early Years SEND Funding

B1. Disability Access Fund (DAF) for all early years providers (including schools).

a) Eligible children are those accessing their early years funding and in receipt of Disability Living Allowance.
b) 4 year olds in primary reception classes are not eligible for DAF funding.
c) The payment is paid once each year to the provider nominated by the parent. The fund is to be used to meet the individual needs of the child.
d) DAF can be claimed in addition to Early Years SEND Funding for eligible children.
e) The Provider can use the funding to help with staffing costs, training, assessments and specialist equipment.
f) The Provider will be expected to report progress of children accessing the DAF each term.
g) The Provider will be expected to have evidence of expenditure for all DAF supplementary funding for audit purposes.

B2. SEND Early Years Inclusion Fund

a) Providers and schools may submit applications for a child with SEN who is accessing a funded place and they meet the criteria set out in the application pack for the Early Years SEND Funding. The pack also includes applications to meet the needs of children with physical disabilities. Funding is awarded by a panel as a contribution towards meeting the needs of SEN children attending their funded early years place.
b) Providers will be expected to report progress of children accessing the Early Years SEND Fund each term.
c) Funding can be used in conjunction with DAF funding.
d) Providers can apply for funding to help with staffing costs, training, assessments and specialist equipment.
e) Providers will be expected to have evidence of expenditure for all Early Years SEND Funding for audit purposes.

Annex C – Local Authority Terms – Disadvantage

C1. The Provider shall ensure that they obtain parent data and consent via the Parental Declaration Form and submit via Provider Access Module (PAM) headcounts to enable the Local Authority to identify children eligible for disadvantage and deprivation supplements, including Early Years Pupil Premium (EYPP).

C2. Children eligible for EYPP are those children who meet the current economic criteria for free school meals and/or are looked after by the local authority, or who have left care through an adoption, special guardianship or child arrangements order.

C3. Deprivation funding in Nottinghamshire is available to support PVI providers to engage in multi-agency planning around the needs of children known to social care, i.e. Child in need or a Child on a protection plan and Children who are looked after.

C4. The Provider will be expected to report progress of eligible children accessing the Deprivation Fund each term.

C5. The Provider will be expected to have evidence of expenditure for all Deprivation and EYPP supplementary funding.

Annex D – Eligibility & Information to parents

D1. Full eligibility criteria can be found in Part E: Legal annex and other relevant information of DFE Statutory Guidance Early education and childcare (applies from 1 April 2026)

D2. The relevant dates (in relation to the age criterion) and entitlement to funded hours are summarised here Help with childcare costs

D3. Parents can find information about all entitlements on the Best Start in Life Website.

D4. Parents can find childcare and early education provision through the Your Notts Directory. Providers are asked to include this information in their setting information on the Your Notts Directory websiteYour Notts Directory and are required to review and update their listing termly.

D5. Funding applications should be supported by completion of a signed Parental Declaration Form for each child which is to be held by all providers. The exception to this can be 3 or 4 year olds who are claiming universal hours only at schools or academies, as they are deemed to be 'on roll' at the school and will have completed a separate enrolment/admissions form at the school. All children claiming supported 2 year old funding, working parent entitlements or DAF should have a completed and signed Parental Declaration Form which is held at the setting or school. This form gives the school/setting parental consent to check eligibility for the non universal entitlements.

D6. All forms are available to download from

- http://www.nottinghamshire.gov.uk/care/early-years-andchildcare/childcare-providers/free-childcare-providers-information.
- Parental Declaration Form (attached)

Annex E – Eligibility checking service

E1. The Eligibility Checking Service (ECS), allows the Local Authority to make instant checks for code validity. The Local Authority shall provide the following validity checking service for Providers:

E2. The Provider Access Module (PAM) contains a Provider ECS check and re-check facility which displays children's eligibility status and validity periods to both Provider and Local Authority Staff. In addition to this, beginning and mid-term audit reporting facility is provided in line with DFE requirements to enable providers to see which children need to reconfirm their codes for continuation of funding.

E3. The Local Authority shall complete audit checks to review the validity of eligibility codes for children who qualify for 30 hours funded 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 in the table below). The Local Authority shall provide a self service Provider Access Module (PAM) report for providers to identify where a parent has fallen out of eligibility and inform them of the grace period end date after the LA audit date below.

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

Annex E – Eligibility checking service (continued)

E4. The Provider has a duty of care to parents to inform them as soon as possible if the extended funding cannot be claimed or will cease in the following circumstances:

a. if the Provider Access Module (PAM) shows the 'eligible from' date on the code is not before 31st March, 31st August or 31st December prior to commencing a place in the following term, or

b. if the code has expired and the child is starting a new setting in the grace period where the extended hours cannot be used, or

c. if the grace period has expired, or

d. any other circumstance where the Local Authority has made the Provider aware that the child's funding is less than they were expecting.

E5. THE GRACE PERIOD- A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Free of Charge for Working Parents) (England) Regulations 2022 as determined by HMRC (or where the child is in foster care, the responsible local authority) or a First Tier Tribunal in the case of an appeal.

E6. The Local Authority can use the Eligibility Checking Service (ECS) (see 5.6.f) to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period. The grace period end date will automatically be applied to eligibility codes.

E7. The Local Authority shall continue to fund a place for a child who enters the grace period as set out in the Statutory Guidance.

E8. The Local Authority shall provide the following arrangements for informing the Provider of a child's grace period: A self service report is made available for providers to run at any time naming children coming to the end of a grace period.

E9. The Local Authority will process foster children claims in line with the 30 hours free childcare for foster children guidance.

Annex F – Local Authority Terms – Notice periods

F NOTICE PERIODS

F1. It is advisable for the Provider to remind parents at least 4 calendar weeks prior to the start of a new term, to give notice, if they wish to move their funded sessions to a new provider in the following term.

F2. When parents choose to change their child's funded place partway through a term, the Provider is permitted to request that the parent gives 4 calendar weeks' notice in respect of funded hours before transferring places. This should be clearly written within the Provider's own contract agreement and agreed and signed by the parent before the funded place commences. However, this must be waivered where the parent chooses to leave in the exceptional circumstances listed below:

a. a safeguarding concern
b. family moving house
c. change in child's primary carer
d. change in parental employment status i.e. new job/unemployment
e. health and safety concerns i.e. child with long term sickness/child protection
f. Deregistration of the Provider by Ofsted.

F3. The Provider cannot claim funding or charge a parent in lieu of notice where a child leaves a place and the parents fail to give notice unless the Provider has a signed private contractual agreement in place which states this. If a provider wishes to specify a longer notice period than 4 calendar weeks for non-funded hours, they should differentiate between notice periods for funded hours and non-funded hours in their contractual agreement with parents.

F4. If funding is claimed in lieu of notice, the start date of funding is likely to be delayed at the child's subsequent provider until the previous provider notice period has ended. The parent may therefore have to pay private fees at the subsequent provider until the funding re-starts. Settings are advised to ask parents if they have served notice at their previous provider before accepting them into a funded place.

F5. If any children on your headcount are leaving to start in a school nursery or reception class at the beginning of a new term particularly under staggered start arrangements in autumn, PVI providers may not claim any funding in the same term as all the funded hours will be allocated to school.



Annex G – Local Authority Terms – Charging and Invoice examples

G.1 Invoices and information to parents should be clear and transparent regarding any additional service charges.

G.2 Itemised invoices should in place by January 2026. This is to allow parents to see that they have received their child's free entitlement hours completely free of charge and understand that any fees paid are for additional hours or optional services. Invoices and receipts should include the provider's full details so that they can be identified as coming from a specific provider.

G.3 Parents must be able to opt out of paying for chargeable extras and the associated consumable or activity for their child. For activities and extra services, providers should be made aware that participation in any optional extra activity should be on the basis of parental choice and a willingness to meet the charges. In these circumstances, local authorities should ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.

G.4 Providers must not charge parents for the following in connection with the entitlement hours:

i. Top-up fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver free places)
ii. the supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare
iii. business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water
iv. registration fees as a condition of taking up a child's free entitlement place
v. non-refundable deposits as a condition of taking up a child's entitlement place
vi. general charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the free hours
vii. any additional fees that are not specifically identified and itemised as being for chargeable extras

Annex G – Local Authority Terms – Charging and Invoice examples (continued)

An invoice issued by a provider should ideally contain:

Invoice item	Example
Setting details	Name and address of setting
A clear indication that it is an invoice including date of issue in respect of either parent or child names	INVOICE 05/09/2025 Ms A Smith
The time period of the itemised charges	Childcare for period 5th – 30th September for 4 weeks
Show the funded hours as free or zero cost and how many hours of the entitlement are taken	• 15 funded hours – £0 • 30 funded hours stretched over 52 weeks = 22 hours per week funded Cost £0
Type of additional service charge	16 extra wraparound hours (10am-12pm) @ £5 per hour (Tues/Thurs) Cost £80
Instruction on how to pay	BACS 00-00-00 12345678 Payment due by 15th of each month
Itemise additional service charges on the invoice, or	• Extra hours attended over and above the entitlement hours @ £x per hour/session • Meals and snacks £x per day or week • Consumables such as nappies, suncream £x per day or week • Additional services such as Forest Schools, yoga, drumming, other specific tuition etc. and how often they typically occur
If charges on the invoice are not itemised, signpost to a separate sheet/website which shows the detail of how the additional charges are attributed.	
Settings can set their own Additional Service Charges which can be applied to invoices where parents have opted into the additional services. There should be an accompanying description of what that service charge covers and what the alternative is if the parent does not want to buy the extras. The details of additional charges agreed to can also be recorded on the new parent declaration form.	

guidance-for-ey-settings-who-wish-to-make-additional-charges.pdf

Annex H – Local Authority Terms – payments and funding

H1. Payment Schedules are updated each financial year and are available to download from http://www.nottinghamshire.gov.uk/care/early-yearsand-childcare/childcare-providers/free-childcare-providers-information.

H2. The Provider must submit data by the closing date of a task set on the Provider Access Module (PAM). Any payments may be withheld should this deadline not be met. This deadline is to ensure that the Local Authority can meet payment dates and the submission of reports for the Department for Education, the Local Authority etc.

(i) The Provider shall respond immediately to Local Authority queries in respect of such data (including any double claim queries)

(ii) Maintained and Academy Schools should ensure that their schools census returns are complete and that they have included all children on the census for whom they are expecting funding. Academies are responsible for submitting their own data via Collect direct to DFE. The LA cannot submit or amend census data on an Academy's behalf.

(iii) The Provider shall ensure that any queries regarding payment of funding are raised during the term in which the query arises. The Local Authority cannot guarantee to pay funding in a subsequent term if the Provider has not made the Local Authority aware of any omissions. Funding statement reports/funding dashboard of the Provider Access Module (PAM) should be checked by the provider during the term in which the funding is claimed.

(iv)

a. The Local Authority has established the process as shown in the table in Annex G1 to support payment and delivery of funded entitlements, Headcounts take place once per term with two amendment opportunities.

b. The data processing schedules are updated each financial year and includes information regarding how to use the Provider Access Module (PAM) so that the Local Authority can calculate payments to providers. Data Processing Schedules (attached) are available to download from http://www.nottinghamshire.gov.uk/care/early-years-andchildcare/childcare-providers/free-childcare-providers-information.

c.

Annex H – Local Authority Terms – payments and funding (continued)

c. To comply with DfE requirements that the Local Authority makes monthly payments to PVI providers including childminders, there will be between 12 and 15 payments made during the year. Nottinghamshire has implemented payment processes so all providers can be paid monthly. Other providers may request to receive between 6 and 9 payments per year to give a larger payment at the beginning of each term, to help with cash-flow. Providers may make a request in writing to the Local Authority if they require payments less frequently than monthly.

d. Maintained schools and academies will not be paid monthly, instead they will be paid using existing Schools Finance processes.

H3. The Parties shall use the following process for children receiving funded entitlement at multiple providers:

a. The Provider shall submit a headcount return and sufficiency return via the Provider Access Module (PAM);

b. The Local Authority shall review the headcount return and resolve any double claims issues by contacting providers and/or parents, prior to payment;

c. The Provider shall retain copies of all Parental Declaration Forms (Annex D) which record the information where hours are attended at different providers and provide the basis for claims made. Copies shall be retained for as long as the child is in the Provider setting and until the forms are no longer required to fulfil the purposes for which they were originally submitted (whichever is the later) in accordance with the Local Authority's data processing schedules (G.2.iv.b.).

d. The Parental Declaration Form (Annex D) also contains details of who the parent chooses as the main childcare provider for the purposes of the Disability Access Fund (DAF).

Annex I – Local Authority Terms – compliance and audits

I1. Each year the Local Authority will review a sample of providers in receipt of funding, to ensure compliance with each provider agreement. This puts necessary checks in place to ensure providers are correctly claiming their funding and that parents are clear about their entitlement.

I2. The Local Authority will undertake audit checks each term to ensure that the Provider is fully compliant with this Agreement. The Provider shall comply with all statutory financial regulations that govern their legal status (as applicable) (for example Charities Commission, Companies Act, HMRC).

I3. Generally 10 working days' notice will be given to providers of a compliance review.

I4. Settings selected for a compliance visits will be identified from a combination of a random sample and a number of those who have come to the attention of the Local Authority which could include, but is not limited to, the following reasons:

a. Complaints from parents
b. Ofsted reports
c. RAG rating
d. Lack of published information to parents regarding the entitlements and any additional charges
e. Annual conversation visit
f. Non-signature of Provider Agreements
g. Late invoicing
h. Non-use of Provider Access Module (PAM)
i. In receipt of other LA funding, i.e. supplementary funding

I5. The Local Authority will not carry out audit regimes which are disproportionate or are unnecessarily burdensome to the Provider but the process will take account of:

- the nature and severity of the alleged breach
- the evidence of the alleged breach provided from the complainant(s)
- have similar complaints been received in the past and the outcome of any previous complaints
- is the alleged breach a one-off or an on-going issue
- the impact of the alleged breach– are non-compliant charges preventing access to an entitlement place for disadvantaged families

I6. Following the evidence received the Local Authority may decide to carry out:

- Initial investigation or audit
- Give the provider the opportunity to respond
- Issue a warning letter
- Monitor for future compliance before a decision whether to deduct funding, seek repayment of funding, or withdraw funding from the provider

I6. The audit may include a site visit, to examine the following documentation, which providers shall have available upon request. Documentation and actions shown in table I11.

I7. After the review, the findings will be shared with the Provider, including any recommendations for any changes in practice required, to ensure compliance with this provider Agreement. This would include details of any funding that needs to be returned to the Local Authority and details of any follow-up support to address any issues identified. Failure to meet this will result in a referral to provider support (see flowchart in Annex J).

I8. Findings from audits may result in the Provider having to return funding to the Local Authority if it is found that payments have been made for children who are not accessing their full entitlements or where supplementary funding has not been used for the purpose it was intended.

I9. The Local Authority will ensure that the Provider is not penalised for short term absences of children, for example sickness, arriving late or leaving early, or a family emergency through withdrawing funding, but use discretion where absence is recurring or for extended periods taking into account the reason for the absence and the impact on the Provider.

I10. The Local Authority will ensure that the Provider is not penalised through withdrawal of funding for short term closures of a setting, for example, as a result of local or national elections or damage to the premises. This also includes notifiable incidents to Ofsted – where a childminder cannot care for the children due to health. See Childcare: significant events to notify Ofsted about and also People connected with Ofsted-registered childcare guidance

This will be reviewed on a case by case basis when EY&CS are notified by the Provider/childminder.

Notifications should be sent to earlychildhoodservices@nottscc.gov.uk as well as Ofsted.

I11. Actions providers need to take to ensure audit compliance

Compliance audits Actions to be taken by provider if any problem is identified during compliance audits.	
Documentation item	**Examples of Provider Action following audit**
I. Attendance registers and Signing In and Out Sheets for the agreed term (Autumn, Spring or Summer).	Ensure that registers in whatever form, accurately record attendance of children.
II. Signed parent declaration forms for every child for which the funding is claimed, for the agreed term (Autumn, Spring or Summer).	Provider to ensure a fully completed up to date parent declaration form is held for all funded children, including a signature to say that the DOB of the child has been checked (this can be a check as part of the provider's own admission/registration process, with a confirming counter signature on the parent declaration form). Forms can be amended if session times changed, as long as the change is initialled and dated.
III. Evidence of confirmation of ID (i.e. birth certificate, NHS 'red book', passport) for every child for which the funding is claimed, for the agreed term (Autumn, Spring or Summer).	
IV. Evidence of eligibility for every child for which funding is claimed for the agreed term (Autumn, Spring or Summer).	Providers should hold a record of the 2yo funding code from NCC's application system, or hold a copy of a confirmation letter/email from another LA, or in the case of working families entitlement the code issued by HMRC (record on parent declaration form).
V. Current Insurance Certificate and Schedule, showing minimum levels of cover i.e. £10m employer and £5m public liability cover.	Provide copy if requested
VI. Documentation to support any short term absences (where applicable).	Keep a log or other record of the reasons given by parents for short term absences. Children are expected to attend most funded sessions claimed within a term. Funding should not be claimed for absent children whose parents are wanting to hold a place open, so a valid reason for absence is necessary. Providers should work with parents in a flexible way to facilitate their child's attendance when the current pattern of attendance is proving difficult; Providers should inform parents that funding is granted for children who attend and suggest an alternative pattern of provision e.g. reducing no. of sessions if parents find it difficult to send the child for a whole week.
VII. Staff rotas for any week of any term selected for scrutiny in the compliance audit.	Provide copy if requested
VIII. A copy of the fees/charges.	Information about the funded offer and fees should be published by each provider unless they care for less than 10 children at any one time. This information must be in the public domain, and providers must provide copies and publish the information when requested. Invoices and fees information should show funded hours as zero charge. Information regarding how any additional charges have been calculated should be made clear on invoices and/or fees sheet/website. Refer to clause 11.2
IX. Copies of invoices to parents, upon request (these will be randomly selected).	
X. Copy of funded places publicity material given to parents/carers	
XI. Evidence of expenditure in respect of all early years supplementary funding received during the period being reviewed.	Early Years and Childcare Service will provide a form where settings can record evidence of expenditure which should be provided if requested.
XII. Evidence of staff qualifications.	Provide evidence if requested
XIII. Access to Policy and procedural documents for the provision.	Provide documents if requested

Annex J – Local authority terms – Flowchart: termination of agreement and suspension or withdrawal of funding

Nottinghamshire County Council Early Years Provider Agreement Decision Making Process

(Early Education and Childcare, Statutory Guidance for Local Authorities, DfE)

Discussion with Ofsted through LA liaison meeting. This could be ongoing throughout this process.

Safeguarding outcome of "Not Met" Leadership & Governance "Urgent Improvement" or "Needs Attention"

NCC contacts the setting following notification of an Ofsted judgement to initiate discussions, confirm support requirements and create/review improvement plans.

Concerns identified by NCC EY&CS team in respect of Local Authority terms.

Safeguarding Concerns raised by LADO/OFSTED

Ofsted suspends provider

Immediate suspension of all funding

Ofsted deregisters provider.

Immediate termination of Agreement and withdrawal of funding for all eligible children

Referral to NCC Provider Support Meeting (held every ½ term or sooner if required.
To consider:

- Report from EY&CS staff and existing improvement plans
- Ofsted report
- Report from LADO (if safeguarding concerns)
- Childcare Sufficiency data
- Papers, data requirements and audit findings

Recommendations made and outcome is put into writing and emailed to provider within 5 working days. Failure to comply may result in concerns being raised with Ofsted

Reinstatement of funding will follow:

a) Full OFSTED inspection with revised judgements (see 4 final boxes below)
b) OFSTED welfare regulations notice completed to their satisfaction.
c) Where OFSTED lifts suspension AND all their continued enquiries complete

Funding will not be reinstated when OFSTED lifts a suspension but still has ongoing enquires, or if other enforcement agencies have ongoing enquiries.

Possible Outcomes following Provider Support Meeting

Safeguarding "Not Met" or Leadership & Governance "Urgent Improvement"	**Leadership & Governance "Needs Attention"**	Monitor setting alongside NCC support	Charge setting for late submission of data
Withdrawal or suspension of funding for all new funded children	Withdrawal or supension of funding for new funded supported 2 year olds		
A sufficiency assessment will be made to support the decision			

Monitoring and reviewing

- Action planning meeting between provider and EY&FH staff to prepare or review an improvement plan agreed by both parties.
- Regular monitoring visits and review of improvement plan with the quality and attainment team through a time limited package of support to assess and support capacity to improve.
- Completion of audit if required with compliance of recommendations made.
- The Quality and attainment team will continue to have oversight of the setting until subsequent Ofsted inspection or improvements made.

Review the consistency of data submissions to ensure the deadlines are met.

Safeguarding "Met" and Leadership & Governance "Expected Standard" in subsequent inspection - Re-instate all funding, setting no longer monitored at Provider Support	Leadership & Governance "Needs Attention" in subsequent inspection - Continue to suspend funding for supported 2 year olds	Safeguarding "Not Met" or Leadership & Governance "Urgent Improvement" in subsequent inspection - could lead to termination of agreement, withdrawal of all funding, continue to monitor at Provider Support	If a provider consistently fails to adhere to the provider agreement (e.g. failure to submit data) funding could be suspended, withdrawn, or setting charged to cover administration costs of NCC

Ofsted judgement/action or other situation	Possible action in respect of funded children of all ages (with some exceptions for vulnerable 2yr olds where specifically stated)
Safeguarding outcome of Not Met, or Leadership and Governance graded as Urgent Improvem ent	Suspension of funding for <u>new children.</u> In exceptional cases, funding will only be suspended for existing vulnerable 2 year olds dependent on the detail contained within the Ofsted report, engagement of the provider in support offered by the LA and childcare sufficiency need.
	EY&CS will carry out a Sufficiency Audit
	Funding will continue/be reinstated if any of the following can be evidenced
	Sufficiency audit indicates sufficiency need.
	Where the provider can evidence the following prior to the Inadequate or not met judgement, funding will continue for: • Children on waiting list who have paid a deposit, or • Children attending with a signed and dated parent declaration form, or • Children not previously funded who can be evidenced as already attending will be deemed an existing child.
	Evidence provided by setting that welfare requirements actions have been met. Provider support panel will confirm if what has been provided meets the requirements.
Leadership and Governance graded as Needs Attention	Funding is maintained for all children including new children with the exception of new funded vulnerable 2 year olds (unless sufficiency need). Working families entitlements will continue to be funded.
Safeguarding concerns raised by LADO	• No further action following LA investigation. • Ongoing monitoring and support. • Suspension of funding for all or new funded children. • Withdrawal of funding for all or new funded children.
Ofsted suspension or continuing investigations by Ofsted (or other enforcement agencies)	Suspension of funding for all children
Ofsted deregistration	Withdrawal of funding for all children
Failure to submit data as specified in the Provider Agreement	Suspension of funding for all or <u>new</u> children
	Charging Early Years Providers who fail to submit data returns.

Annex J – Local authority terms – termination of agreement and suspension or withdrawal of funding

J.1 In accordance with regulation 7 of the Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 (2014 Regulations) this Agreement may be terminated and funding suspended or withdrawn by the Local Authority if:

I. In the case of early years provision for eligible supported 2 year olds (as prescribed in regulation 3(2) of the 2014 Regulations) (other than provision by an early years childminder registered with an early years childminder agency), the Safeguarding outcome must be Met and Leadership and Governance at least Expected Standard, in the most recent early years provision inspection report published in respect of the provision;

II. in the case of early years provision for eligible 3 year olds and all children eligible for Working Families funding (as prescribed in regulation 3(3) of the 2014 Regulations) (other than provision by an early years childminder registered with an early years childminder agency) the Safeguarding Outcome must be Met and Leadership and Governance graded at least Needs Attention, in the most recent early years provision inspection report published in respect of the provision;

III. in the case of a childminder registered with an early years childminder agency, where the agency has notified the Local Authority that in the reasonable opinion of the agency, the provision by an early years childminder registered with the agency has ceased to be of satisfactory quality.

J.2 In accordance with regulation 37 of the Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016 (2016 Regulations) funding may be suspended or withdrawn and this Agreement may be terminated by the Local Authority if:

J.2.1 in the case of early years provision (as prescribed in regulation 36(2)(a) of the 2016 Regulations) (other than provision by an early years childminder registered with an early years childminder agency), the Safeguarding of the provision ceases to meet the grade of Met, and the Leadership an Governance a grade of Needs Attention or better, in the most recent early years provision inspection report published in respect of the provision;

J.2.2 in the case of early years provision (as prescribed in regulation 36(2)(b) of the 2016 Regulations (i.e. a provider who is yet to be graded) (other than provision by an early years childminder registered with an early years childminder agency), an early years provision inspection report is subsequently published where the Safeguarding of the provision does not meet the grade of Met, and the Leadership an Governance a grade of Needs Attention or better.

J.2.3 in the case of a childminder registered with an early years childminder agency, where:

J.2.3.1 the childminder ceases to meet the grade of "effective" in a published early years childminder agency inspection report; or

J.2.3.2 an early years childminder agency inspection report is published in respect of the agency and the childminder is not awarded a grade of "effective"; or

J.2.3.3 where the agency has notified the Local Authority that in the reasonable opinion of the agency, the provision by the childminder registered with the agency has ceased to be of satisfactory quality.

Annex J – Local authority terms – termination of agreement and suspension or withdrawal of funding (continued)

J.2.4 in the case of any early years provision, which:

J.2.4.1 fails to correct any breaches of the financial requirements making reparation to parents/carers within 25 working days of notification by the Local Authority;

J.2.4.2 repeatedly breaches the financial requirements of the funding provided for the funded entitlement, as evidenced by the Early Years Data Officers and Technical Specialists;

J.2.4.3 fails to make reasonable adjustments in line with the Equality Act 2010, in order to meet the needs of disabled children;

J.2.4.4 is unable to evidence that all staff, including the designated person, have attended at least the Introduction to Safeguarding training (in line with Nottinghamshire Safeguarding Children Board requirements) and accessed regular refresher training (as a minimum every 3 years) with regard to safeguarding;

J.2.4.5 fails to complete required documentation, for example;

(i) EYFS Profile information;

(ii) Early Years Census (PVI/childminders); School Census (Schools and academies)

(iii) A development or action plan or equivalent to address issues raised in any Ofsted inspection report;

(iv) Headcount data;

(v) Provider (EEF) Agreement signed when required;

(vi) Evidence of expenditure of supplementary funding during audit visits;

(vii) Completed signed Parental Declaration forms during audit visits.

J.3 Additionally, the Local Authority may (at its absolute discretion depending on the circumstances) terminate this agreement or withdraw all or part of the funding and or remove the Provider from the register of funded providers if the Provider:

J.3.1 receives an Ofsted Safeguarding outcome of Not Met or Leadership and Governance is found as requiring Urgent Improvement, and the Local Authority considers (in its absolute discretion) that the Provider does not have either the capacity or the commitment to improve their Ofsted Rating;

J.3.2 receives a second Ofsted Safeguarding outcome of Not Met, or Leadership and Governance continues to be found as requiring Urgent Improvement, which will result in a withdrawal of all funding;

J.3.3 fails to act on quality improvement guidance from Ofsted or the Local Authority over a 12 month period;

J.3.4 Is not meeting the independent school standard in relation to the spiritual, moral, social and cultural development of pupils;

J.3.5 Is not actively promoting fundamental British values of democracy, the rule of law, individual liberty and mutual respect and tolerance of those with different faiths and beliefs;

J.3.6 Or is promoting as fact views or theories which are contrary to established scientific or historical evidence and explanations.

J.4 Where the Provider is at risk of having funding withdrawn or suspended under this clause, the Local Authority may (at its absolute discretion, taking into account the circumstances leading up to this point) apply the process set out in the flow chart above (and as further detailed in clauses J.5 to J.14 below):

Annex J – Local authority terms – termination of agreement and suspension or withdrawal of funding (continued)

J.4 The Local Authority will have a range of options to consider for each setting that is referred to the Provider Support Group. Despite having some flexibility, the Local Authority adheres to Statutory Guidance which states that the Local Authority should 'secure alternative provision and withdraw funding from a provider (other than a local authority maintained school), as soon as is practicable, when Ofsted publish a Safeguarding judgement of Not Met or Leadership and Governance judges as requiring Urgent Improvement, or an inspection judgement of a childminder agency of 'not effective' " (DfE 2018). The options available to the council vary depending on the age of the child and nature of referral to the Provider Support Group as follows:

J.5 The Local Authority will not withdraw funding from the Provider or from childminders registered with an agency until the Provider or childminder agency's Ofsted inspection judgement is published.

J.6 The Local Authority will determine an appropriate timeframe for withdrawing funding depending on the issues raised and discussed at the Provider Support Group. When withdrawing funding the Local Authority will consider the continuity of care for children who are already receiving their funded hours at a provider or with an agency registered childminder and Ofsted monitoring information about the Provider or agency.

J.7 The Local Authority will not fund childminders registered with a childminder agency where the agency has indicated to the Local Authority that the childminder is not of the appropriate quality unless it is necessary to do so to ensure sufficiency of accessible places or support parental choice. The Local Authority will also consider any information provided by a childminder agency about the childminder registered with them and the childminder's premises.

J.8 The Local Authority will consider any information published by Ofsted about a provider or childminder agency including the recent history about childcare provision by a particular provider or agency or childcare provision at a particular address. This may include, for example, where the Local Authority has concerns that the Provider with a safeguarding outcome of Not Met, or Leadership and Governance requiring Urgent Improvement by Ofsted, may have re-registered their setting with Ofsted to avoid making the quality improvements identified by Ofsted.

J.9 The Local Authority will consider complaints and allegations made by parents to the Local Authority and will investigate these accordingly

J.10 The Local Authority reserves the right to withdraw or suspend any or all funding without first applying the process detailed in clause J.4 for example following a suspension from Ofsted and the Local Authority is required to act swiftly.

J.11 Following a decision made by the Local Authority under clause 14 the Provider shall have the right to appeal against the decision(s) by using the procedure referenced in clause 14.1.

J.12 The Local Authority does not waive the rights set out in this clause if it does not act immediately, a slower evidence based approach may be required.

J.13 Re-application from Providers in reference to funding being reinstated will not be considered until all required actions and conditions of both clauses 14 and 15 have been fully carried out.

Annex K– other local authority terms

K1 **INSURANCE**

K1.1 The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance in respect of public liability and employer's liability with an adequate level of cover (or such cover as required by Law) (the Required Insurances). The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

K1.2 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under the agreement.

K2. **COMPLIANCE WITH LAW**

K2.1 The Local Authority and the Provider shall comply with all Laws, as applicable, which includes but not limited to:.

(i) Early Education and childcare, Statutory guidance for Local Authorities
(ii) Childcare Act 2006
(iii) Childcare Act 2016
(iv) Equality Act 2010
(v) School Admissions Code (updated) 2021
(vi) Statutory Framework for the Early Years Foundation Stage
(vii) Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
(viii) The Childcare (Early Years Provision Free of Charge) (Extended Entitlement) Regulations 2016
(ix) Special Educational Needs and Disability Code of Practice: 0 to 25 years
(x) Children and Families Act, 2014
(xi) Data Protection Legislation as detailed further in clause K5.

K3. **CHANGES IN LAW**

K3.1 The Local Authority reserves the right to vary this Agreement unilaterally, and the Provider shall accept such variation, where reasonably required to reflect changes in Law or statutory guidance issued by the Department for Education (including any updates issued from time to time).

K4: FREEDOM OF INFORMATION

K4.1 The Provider acknowledges that the Local Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Local Authority (at the Provider's expense) to enable the Local Authority to comply with these information disclosure requirements.

K4.2 The Provider shall and shall procure that its sub-contractors shall:

a) transfer the Request for Information to the Local Authority as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information;
b) provide the Local Authority with a copy of all Information in its possession or power in the form that the Local Authority requires within 5 Working Days (or such other period as the Council may specify) of the Local Authority requesting that Information; and
c) provide all necessary assistance as reasonably requested by the Local Authority to enable the Local Authority 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 EIR.

K4.3 The Local Authority shall be responsible for determining at its absolute discretion whether any Information:

a) is exempt from disclosure in accordance with the provisions of the FOIA or the EIR; and/or

b) is to be disclosed in response to a Request for Information.

K4.4 In no event shall the Provider respond directly to a Request for Information unless expressly authorised to do so by the Local Authority.

K4.5 The Provider acknowledges that the Local Authority may be obliged under the FOIA or the EIR to disclose Information:

a) without consulting with the Provider; or

b) following consultation with the Provider and having taken its views into account, provided always that where clause K4.5(a) applies the Local Authority shall, in accordance with any recommendations of a relevant code of practice, take reasonable steps, where appropriate, to give the Provider advanced notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

K4.6 The Provider shall ensure that all Information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Local Authority to inspect such records as requested from time to time.

K5. **DATA PROTECTION**

K5.1 In relation to the Data Protection Legislation, the parties agree that the provisions of the Schedule of Data Processing shall apply, as referenced in, and accessible via, Annex H, paragraph H2(iv)(b) of this Agreement.

K5.2 The Provider warrants that prior to entering this Agreement it has completed and submitted to the Council such data security and protection forms as required by the Council and such other similar or replacement forms required by the Council during the Term and undertakes to keep all such forms submitted under regular review and updated throughout the Term and to provide the Council with the latest versions of such forms within 5 Working Days of the Provider updating such documents and/or when requested to do so by the Council.

K6. **CONFIDENTIALITY**

K6.1 Subject to clause K6.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their Authorised Representative from making any disclosure to any person of any matters relating hereto.

K6.2 Clause K6.1 shall not apply to any disclosure of information:

(i) required by any Law, provided that clause K4.1 shall apply to any disclosures required under the Freedom of Information Act or the Environmental Information Regulations;

(ii) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this Agreement;

(iii) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause K6.1;

(iv) by the Local Authority of any document to which it is a party and which the parties to this agreement have agreed contains no Commercially Sensitive Information;

(v) to enable a determination to be made under clause K7;

(vi) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;

(vii) by the Local Authority to any other department, office or agency of the Government; and by the Local Authority relating to this Agreement and in respect of which the Provider has given its prior written consent to disclosure

K7. **DISPUTES**

K7.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

K7.1.1 Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;

K7.1.2 if the Authorised Representatives are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Group Manager for Early Years and Childcare Service of the Local Authority and the nominated senior officer of the Provider who shall attempt in good faith to resolve it; and

K7.1.3 if the Group Manager for Early Years and Childcare Service of the Local Authority and the nominated senior officer of the Provider are for any reason unable to resolve the Dispute within 5 Working Days of it being referred to them, the Dispute shall be referred to the Service Director for Commissioning and Resources within the Local Authority and the Chief Executive of the Provider who shall attempt in good faith to resolve it; and

K7.1.4 If the Service Director for the Children and Families Department of the Local Authority and Chief Executive of the Provider are for any reason unable to resolve the Dispute within 5 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 10 Working Days after the date of the ADR notice.

K7.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute.

K7.3 If the Dispute is not resolved within 40 Working Days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 40 working Days, or the mediation terminates before the expiration of the said period of 40 Working Days, the Dispute shall be finally resolved by the courts of England and Wales.

K8. **DEFINITIONS AND INTERPRETATION**

K8.1 The definitions and rules of interpretation in this clause apply in this agreement.

(i) **Agreement:** means these terms and conditions, also referred to as 'Provider Agreement' 'Early Years Provider Agreement' or 'Nottinghamshire Early Years Provider Agreement'.

(ii) **Authorised Representative:** the persons respectively designated as such by the Local Authority and the Provider who have day to day management of this agreement.

(iii) **Commercially Sensitive Information**: the information comprising the information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business or which the Provider has indicated to the Local Authority that, if disclosed by the Local Authority, would cause the Provider significant commercial disadvantage or material financial loss.

(iv) **DfE:** means the Department for Education.

(v) **Data Protection Legislation:** means (i) the UK GDPR; (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy.

(vi) **Integrated Review:** means a Healthy Families Team (HFT) check which the Provider may use as a pathway for reporting concerns.

(vii) **Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Provider is bound to comply.

(viii) **Parental Declaration Form** means the form contained in Annex D Eligibility & Information to parents.

(ix) **Statutory Guidance** means the Department for Education, Early education and childcare (applies from 1 April 2026): https://www.gov.uk/government/publications/early-education-and-childcare--2/early-education-and-childcare-valid-from-1-april-2026 as updated from time to time.

(x) **Staff:** means all persons employed by the Provider together with the Provider's servants, agents, Providers and sub-contractors used in the performance of its obligations under this Agreement.

(xi) **FOIA:** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

(xii) **EIR:** means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

(xiii) **Information:** has the meaning given under section 84 of FOIA.

(xiv) **Request for Information:** means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR

K8.2 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.