



Early Years Provider Agreement

Summer 2024 to Summer 2025

(Update to the Summer 2023 agreement)

**Terms and conditions for the
provision of funded early education
entitlement places**

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Section 1:

Introduction

1.1. Good quality early education experiences have a positive impact on a child's future outcomes. The Council aims to ensure that every child in Leicester gets the very best start in life and is given every opportunity to learn and develop so that they are ready to begin school and achieve their best.

1.2. Funded Early Education Entitlement ("FEEE") is available as follows:

	FEEE offer	Maximum entitlement Hours per week Over 38 weeks per year 'term-time'	Maximum entitlement Hours per year Over 48 or 51 weeks per year 'stretched'
a	Eligible 2-year-olds from families receiving some additional forms of government support Families must have a 'YES' letter or confirmation of entitlement with a TYF code for 2YO FEEE or another form of valid local authority confirmation Click here for more information	15	570
b	Universal Entitlement (UE) for all 3 and 4-year-olds Click here for more information	15	570
c	Extended Entitlement (EE) for eligible 3 and 4-year-olds from working families* Click here for more information	30	1,140
d	From April 2024 – new entitlement for eligible 2-year-olds from working families* Click here for more information	15	570
e	From September 2024 - new entitlement for eligible children aged 9 – 23 months from working families* Click here for more information	15	570

The eligibility information and criteria for all entitlements can be accessed via [Childcare Choices](#) and on the GOV.UK website via the relevant links above.

*Families must have a working parents eligibility code (also referred to as Expanded / Extended code).

*The working families entitlement can include foster families for whom information on eligibility and the application process can be accessed via [How to apply - foster parents \(leicester.gov.uk\)](#)

From September 2025, the new entitlement for eligible children aged 9 - 23 months, 2-year-olds from working families will be expanded to 30 hours per week over 38 'term-time' weeks or 1,140 hours per year 'stretched' over 48 or 51 weeks.

1.3. This Agreement is for Early years providers who are referred to as “Providers” or the “Provider” and include:

- Providers from the private, voluntary or independent (PVI) and the childminding (CM) sectors registered on the Ofsted Early Years Register;
- Childminders registered with a childminder agency (CMA) that is registered with Ofsted;
- Independent Schools and Academies, taking children aged two and over and which are exempt from registration with Ofsted as an early years provider

1.4. Families are able to access their FEEE place at any registered provider of their choice. The FEEE hours must be delivered free of charge by the chosen Provider with the Provider claiming the relevant funding for the child’s place from Leicester City Council.

1.5. This document does not provide guidance on how Providers operate their private businesses, including charges for provision over and above a child’s funded hours. The Council will not intervene where parents choose to purchase additional hours of provision or additional services providing that this does not affect the parent’s ability to take up their child’s funded place.

Legal framework and statutory guidance

1.6. The following frameworks and legislation underpin this agreement:

- Early Education and Childcare, Statutory guidance for Local Authorities (January 2024)*
- Childcare Act 2006
- Childcare Act 2016
- Childcare Act 1989 (section 17)
- Equality Act 2010
- School admissions code 2021
- Statutory framework for the Early Years Foundation Stage – EYFS (effective January 2024)**
- Local Authority, (Duty to Secure Early Years Provision Free of Charge) Regulations 2014
- The Childcare (Free of Charge for Working Parents) (England) Regulations 2022
- Special educational needs and disability code of practice: 0 to 25 years 2015
- Data Protection Act 2018
- Human Rights Act 1998
- Freedom of Information Act 2000 (FOIA)
- Environmental Information Regulations 2004 (EIR)

*The updated guidance applies from April 2024 - [Early education and childcare \(Jan-24\)](#)

**There are separate documents for childminders and for group and school-based providers - [Early years foundation stage \(EYFS\) statutory framework](#)

1.7. The Council has the right to unilaterally vary the Agreement as necessary to reflect changes in legislation and departmental guidance. The Council will endeavour to keep the terms and conditions on its website up to date.

1.8. References to legislation will be to that legislation as amended from time to time, without express change in this Agreement.

Key local authority responsibilities

1.9. The Council must secure a funded entitlement place for every eligible child in their area.

1.10. The Council will work in partnership with Providers to agree how to deliver funded entitlement places.

1.11. The Council will be clear about its role and the support on offer to meet the needs of children with special educational needs and/or disabilities (SEND) as well as our expectations of Providers.

1.12. The Council will contribute to the safeguarding and promote the welfare of children and young people in our area.

Key Provider responsibilities

1.13. The Provider must comply with all its legal obligations including all relevant legislation and insurance requirements as detailed in paragraph 1.14 below.

1.14. The Provider will ensure that it maintains at all times adequate insurance cover with an insurer of good repute to cover all claims and liabilities under this Agreement as well as any other claims or demands which may be brought or made against it by any person suffering injury, damage or loss and which shall include public and employers liability cover.

1.15. The Provider should deliver the funded entitlements (detailed above) consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional service or consumables. This means that the Provider should be clear and communicate to parents' details about the days and times that they offer funded places, along with their services and charges. Those children accessing the funded entitlements should receive the same quality and access to provision.

1.16. The Provider must follow the Early Years Foundation Stage (EYFS) and have clear safeguarding policies and procedures in place that link to the Leicester Safeguarding Children Board's guidance for recognising, responding to, reporting and recording suspected or actual abuse.

1.17. The Provider must have arrangements in place to support children with special educational needs and /or disabilities (SEND). These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEN Inclusion Funding and the Disability Access Fund (DAF) to deliver effective support, whilst making information available about their SEND offer to parents.

1.18. The Provider must notify the Council of any closures or changes to the way they deliver the funded entitlements, as well as ensure that they make the required notifications to Ofsted.

Confidentiality

1.19. Unless otherwise required by law or for the purposes of fulfilling this Agreement, the Council and the Provider shall keep confidential all matters relating to this Agreement and shall make all reasonable efforts to prevent anyone else from disclosing matters to any other person.

Data Protection

1.20. The definitions used in this section shall be as defined in the UK GDPR and the Data Protection Act 2018.

The Council and the Provider acknowledge that for the purposes of the Data Protection Act

2018, the Council is a Controller and the Provider is a separate Controller for any Personal Data or Special Category Data processed by either party in order to comply with its obligations under this Agreement.

1.21. Organisations processing Personal Data must be registered with the Information Commissioners Office (“ICO”) as a Controller and/or Processor of Personal Data.

Further information can be found at www.ico.gov.uk.

1.22. The Provider shall be processing Personal Data relating to children and parents and must ensure compliance with paragraph 1.21 above.

1.23. The Provider is required to share Personal Data relating to children and parents with the Council. It may also be required to share information with DfE, Ofsted, HMRC and the police in order to fulfill its obligations under this Agreement. The Provider must ensure that it has the appropriate consents and notices in place to permit it to lawfully share and process such Personal Data in accordance with this paragraph 1.23.

1.24. The Council and the Provider shall ensure that Personal Data is processed in accordance with the UK GDPR, the Data Protection Act 2018 and any other relevant legislation.

1.25. The Council and the Provider shall ensure that any Personal Data is processed in accordance with the Controller to Controller Agreement attached at Annex C.

1.26. In entering into this Agreement, the Council and the Provider agree to the terms of the Controller to Controller Agreement (Annex C).

Freedom of Information, Environmental Information and Transparency

1.27. The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

1.28. The Provider shall assist and cooperate with the Council to enable it to comply with these information disclosure requirements regarding information relating to this Agreement.

Section 2:

Safeguarding

2.1. The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in our area. The Council has a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the ‘Working Together to Safeguard Children’ 2018 guidance sets these out in detail.

2.2. 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 named 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’ 2018 guidance.

2.3. If the Provider has any concerns about an adult who works or volunteers with children harming a child, the Provider shall report these concerns to the LADO (Local Authority Designated Officer) on **0116 454 2440** or email lado-allegations-referrals@leicester.gov.uk

Eligibility

2.4. The Provider should check original copies of documentation (birth certificates or passports) to confirm a child has reached the eligible age on initial registration for all funded entitlements. The Provider can retain paper and/or digital copies of documentation to enable the Council to carry out audits and fraud investigations.

2.5. Providers must store both paper and digital copies of documentation securely and delete or dispose of them when there is no longer a good reason to keep the data.

2.6. The data privacy guidance which is set out in the Parental Declaration form (Annex B), and also stated at the end of this agreement, informs a parent as to what the Provider will do with any Personal Data that it processes.

2.7. The table below establishes when a child is entitled to start accessing FEEE based on their birth date.

Child turns 9 months old OR 2 years old OR 3 years old at any time between, and including, the following dates	Eligibility start date for FEEE place as a 9 month old OR 2 year old OR 3 year old
01 January and 31 March	start of the Summer Term on or following 1 April
01 April and 31 August	start of the Autumn Term on or following 1 September
01 September and 31 December	start of the Spring Term on or following 1 January

- The 'age eligibility' date ranges are fixed and cannot be changed under any circumstances.
- The funded entitlement stops when a child starts attending a full time reception class place in a state school or, if later, when the child reaches compulsory school age i.e., 31 March, 31 August or 31 December on or after the child's 5th birthday.

2.8. The Provider should offer places to eligible 2-year-olds from families receiving some additional forms of government support on the understanding that the child remains eligible until they become entitled to the universal entitlement for 3 and 4 year olds even if the child or parent ceases to meet the eligibility criteria during this time.

From April 2024, there may be circumstances where some 2 year olds will meet the criteria for families receiving some additional forms of government support and the working parent criteria too. In these circumstances, the place should be provided under the criteria for families receiving some additional forms of government support to ensure that the child remains eligible until they become entitled to the universal entitlement for 3 and 4 year olds.

2.9. The Council will ensure that a child has a funded entitlement place no later than the beginning of the term following the child and parent meeting the eligibility criteria for the funded entitlements.

Paragraphs 2.10 to 2.20 below relate to 30 hour entitlement for eligible 3 and 4 year olds and the new 15 hour entitlements for eligible 2 years old children and 9 – 23 month old children from working families:

2.10. Alongside the working parents 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 Leicester City Council, via the Council's online portal, of the validity of the working parents eligibility code.

2.11. The Parental Declaration form (Annex B), which must be completed for all FEEE places, asks the parents for the necessary information and consents, including consent to verify or validate their working parents eligibility code.

2.12. Once a Provider has received written consent from the parent, on the Parental Declaration form, they should verify the working parents eligibility code on the Council's online portal.

2.13. The Council will confirm the validity of working parents eligibility codes to allow the Provider to offer the relevant FEEE places. The Council will provide a validity checking service to the Provider to enable them to verify the working parents eligibility codes swiftly

and efficiently.

2.14. The Provider will use the Council's online portal to validate the working parents eligibility code provided by the parent for their relevant FEEE place. The portal will also confirm the child's eligibility start and end dates, as well as any grace period if the child falls out of eligibility.

2.15. In the event that a working parents eligibility code cannot be validated through the Council's online portal the parent will need to contact HMRC directly to access support.

2.16. Thereafter, the Council will complete audit checks to review the validity of working parents eligibility codes for children who qualify for the relevant FEEE places 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 listed in the table below). It is the Council's responsibility to notify the Provider where a child has fallen out of eligibility and inform them of the grace period end date.

The Grace Period

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

2.17. 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.

2.18. The Council will access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date will automatically be applied to eligibility codes.

2.19. The Council will continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for Local Authorities (Jan-24).

2.20. Leicester City Council will submit a report to the Provider after each eligibility checking date. This will inform providers of any children that are no longer eligible and notify them of the grace period applicable for each child. The Provider will then advise the parent to revalidate their code.

Flexibility

2.21. Provision must be offered within the national parameters on flexibility as set out in section A2 of Early Education and Childcare Statutory guidance for Local Authorities.

2.22. The parameters are as follows:

- No session to be longer than 10 hours
- No minimum session length (subject to the requirements of the registration on the Ofsted Early Years Register)
- Not before 6:00 am or after 8:00 pm
- A maximum of two sites in a single day*

*where a child accesses shared care for FEEE it is usually with 2 Providers. However, if a family wish to access their FEEE over more than 2 Providers in a week, this will need to be discussed and agreed with the Funding and Grants FEEE Team.

2.23. Where reasonably practicable the Provider should offer the funding in such a way that children are able to take up their funded hours in continuous blocks to avoid artificial breaks being created throughout the day, for example over the lunch time period.

2.24. The annual entitlement can be taken as 15 hours per week or 30 hours per week over 38 weeks (term-time) or the annual entitlement of 570 hours or 1,140 hours can be 'stretched' over either 48 weeks or 51 weeks.

2.25. The delivery of the annual entitlement of 570 hours or 1,140 hours cannot be condensed into less than 38 weeks because the FEEE hours must not exceed 15 hours or 30 hours per week.

2.26. There is no requirement that providers must be open for at least 38 weeks but providers open for less than 38 weeks of the year will not be able to offer the full annual entitlement and this must be made clear to parents.

2.27. Where an eligible 3 or 4 year old child is accessing a '30 hour' place across 2 providers it is referred to as 'Blended Delivery'. One provider will be delivering the UE and the other will be delivering the EE.

2.28. For a Blended Delivery place:

- both settings have to offer same number of weeks 38, 48 or 51
- when blended with a school nursery class will always be 38 weeks AND the school nursery class will always be the provider of the UE proportion and PVI/CM will be delivering the EE proportion.

2.29. The Provider must work with the Council and share information about the times and periods at which they are able to offer funded entitlements to support the Council to secure sufficient stretched and flexible places to meet parental demand in the city. The Provider must also make information about their offer and admissions criteria or policy available to parents at the point the child first accesses provision at their setting. It is mandatory for Providers to complete/update the Childcare Profile Form via

[Family Information | Self update provider portal \(leicester.gov.uk\)](#)

2.30. There is no requirement that the Provider must offer the 30 hours extended entitlement in order to deliver FEEE places.

2.31. Early years provision by a childminder (either independently registered with Ofsted or registered with a childminder agency) for a related child does not count as childcare in legal terms. Therefore, if the Provider is a childminder it cannot claim FEEE for its own children and any child who is related to them (whether full blood or half blood, or by marriage or civil partnership or as a step parent).

2.32. Where childminders who are not related to each other are co-childminding on the same premises, then they could claim funding for their co-childminders' children provided certain conditions are met. For example, if two unrelated childminders (A and B) are co-childminding then childminder B can claim early education funding for Childminder A's child if all of the following conditions are met:

- the two childminders are separately registered with Ofsted;
- the two childminders are separately registered with the local authority;
- the two childminders are operating as two separate businesses (although they are working on the same premises);
- childminder A's child is registered with Childminder B.

Partnership Working

2.33. The Council supports partnerships on four levels between:

1. The Council and Providers
2. Providers working with other Providers, including childminders, schools and organisations
3. Providers and parents
4. The Council and parents

2.34. The Council promotes partnership working between different types of Providers, including childminders, across all sectors and encourages more providers to offer flexible provision, alongside other providers.

2.35. The Provider must work in partnership with parents, carers and other Providers to improve provision and outcomes for children in their setting. An interactive toolkit (link below) 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.

[DfE's 30 hour mixed model partnership toolkit | Family and Childcare Trust](#)

2.36. The Provider should discuss and work closely with parents to agree how a child's overall care will work in practice when their funded entitlement is split across different Providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child.

2.37. For all FEEE places offered, Providers must get the parents to complete and sign a Parental Declaration form (Annex B). The Provider must complete and sign the form alongside the parents to ensure that all agreements are clear between the Provider and the parent.

2.38. The original signed Parental Declaration Forms (Annex B) must be retained by the provider for a period of 6 years and be made available to a local authority officer for audit purposes. A copy must be given to the parent/carer for their reference.

Special Educational Needs and Disabilities

2.39. The Council strategically plans the support provided to children with SEND, to support the needs of all children in our area as per the Special Educational Needs and Disability Code of Practice: 0-25 years (January 2015).

[SEND Code of Practice January 2015.pdf \(publishing.service.gov.uk\)](#)

2.40. The Provider must ensure owners and staff members are aware of their duties in relation to the SEND Code of Practice and Equality Act 2010.

2.41. The EYFS sets the standards that all early years providers must meet, to ensure that children have equality of opportunity and anti-discriminatory practice, ensuring that every child is included and supported. The Council has a legal duty to inform Ofsted, where there is evidence that the practice is not inclusive.

[Early years foundation stage \(EYFS\) statutory framework - GOV.UK \(www.gov.uk\)](#)

2.42. The 'Inclusive Provision for children with SEND in early years' document [Family Information | SEND for professionals \(leicester.gov.uk\)](#) is now available.

The document describes the Council's expectations of provision ordinarily available for SEND children receiving FEEE, therefore all Providers will need to adhere to this document.

2.43. The Council has a published local offer which provides information and advice about SEND and how to search for local services that can support children and young people with SEND. Refer to [Family Information | SEND Local Offer \(leicester.gov.uk\)](#)

2.44. The Provider must 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.

2.45. Providers claiming FEEE funding for children with SEND may be able to claim the full 15 (or 30 hours if entitled) per week even if the child does not attend for the full 15 or 30 hours due to their individual needs. The Provider must supply a statement to the Council from their named Special Educational Needs Coordinator (SENCo) to support the claim and identify how the additional money will be spent to support the child concerned.

2.46. Children with additional needs are entitled to access their funded place on the same terms as every child, and Providers have a legal duty to ensure that they are making reasonable adjustments to enable children to attend their provision.

[Equality Act 2010: guidance - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

2.47. The Council may provide some financial support known as SEN Inclusion Funding (subject to availability and conditions) to enable settings to undertake essential training or offer more appropriate staff to child ratios. Please speak to your area SENCo for more information.

2.48. Training for any SENCo within a provision does not need to be accessed via the Council. However, it must be of an equivalent standard, i.e. a minimum of 18 hours training.

2.49. For childminders, support and advice should be accessed through the Council's Early Years Support Team. They will be able to help plan the work that is undertaken to improve outcomes for individual children and will be able to help with applications to the SEN Inclusion Funding panel.

2.50. If a complaint is received regarding the Provider denying a place to a child with additional needs, the Council will investigate and may, if the Provider is found to be discriminating against a child based on their additional needs, report the concerns to Ofsted for further investigation and enter the provider into the compliance process.

Social Mobility and Disadvantage

2.51. The Council promotes equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to funded places and working with parents to give each child support to reach their full potential.

2.52. The Provider should ensure that they have identified the disadvantaged children in their setting as part of the process or 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.

Quality

2.53. The Early Years Foundation Stage (EYFS) statutory framework is mandatory for all schools that provide early years provision and Ofsted registered early years providers in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.

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

2.55. The Council has a legal duty to secure 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 to providers who are rated less than 'Good' by Ofsted or newly registered providers.

2.56. The purpose of providing funded places for children is to improve their early opportunities and prepare them for school. Therefore, high standards in practice with regards to learning are essential.

2.57. Provision must be offered in accordance with the national parameters on quality as set out in section A3 of Early Education and Childcare Statutory guidance for Local Authorities (January 2024) and the EYFS statutory framework (effective January 2024).

2.58. The minimum quality levels that must be maintained to remain eligible to deliver funded places are as follows:

- Providers delivering FEEE places to eligible 2 year olds from families receiving some additional forms of government support are required to maintain a minimum Ofsted judgement of Good.
- Providers delivering FEEE places to eligible 3 and 4 year olds and for the new entitlements for eligible children aged 9 – 23 months and 2 year olds from working families are required to maintain a minimum Ofsted judgement of Requires Improvement.

2.59. Providers who have an Ofsted judgement of 'Met' can deliver FEEE places to eligible children aged 9 months to 4 years old. The minimum quality levels above will apply when the subsequent full Ofsted inspection judgement is published.

2.60. Childminders who are part of a registered CMA can deliver FEEE places to eligible children aged 9 months to 4 years old subject to the CMA having assessed the childminder as being of acceptable quality. Where Ofsted has published a second consecutive inspection judgement of 'Ineffective' for the CMA, the delivery of funded places will additionally be subject to Ofsted not having identified any concerns about the CMA's assessment arrangements.

2.61. New Providers registered with Ofsted can deliver FEEE places to eligible children aged 9 months to 4 years old. The minimum quality levels above will apply when the first full Ofsted inspection judgement is published. There may be exceptions where the Council will consider any information published by Ofsted about a Provider or a CMA, including the recent history about childcare provision by a particular Provider or childcare provision at a particular address or about a CMA. This may include, for example, where the Council has concerns that a Provider judged "Inadequate" by Ofsted or not being of an acceptable quality by a CMA may have re-registered their setting with Ofsted or a CMA to avoid making the quality improvements identified by Ofsted or a CMA.

2.62. In the event that a Provider is inspected and fails to meet the minimum quality criteria stated above, the Provision will become non-compliant and the Compliance Process will be initiated in accordance with Annex D (i).

2.63. Support will be offered to providers that are judged by Ofsted to be 'Inadequate', 'Not Met' or 'Requires Improvement'. This offer may include access to training and support on steps the provider could take to improve quality in preparation for their next inspection. The level and content of this support will be determined by the Council.

2.64. Independent Schools may choose to be inspected by an independent inspectorate other than Ofsted. Both Ofsted and independent inspectorates will have regard to the EYFS in carrying out inspections to report on the quality and standards of provision. Therefore, the references to Ofsted inspection judgements in this document can be read to include, where applicable, the equivalent inspection judgement of an independent inspectorate approved by the Secretary of State.

2.65. Existing Providers who have not currently signed-up to the Early Years Provider Agreement to deliver FEEE places cannot be signed-up if they have an Ofsted grading of Inadequate or Not Met or assessed by their CMA of not being of acceptable quality. The Council may also consider the Ofsted inspection judgment of the CMA. If the Provider has a grading of Requires Improvement, then they can only sign-up to deliver FEEE for 3 and 4

year olds and for the new entitlements for eligible children aged 9 – 23 months and 2 year olds from working families (and not for 2 year olds from families receiving some additional forms of government support).

2.66. Providers who are already delivering FEEE under the existing Early Years Provider Agreement, and who have had a less than Good judgement subsequently, can sign-up to deliver FEEE places to eligible children aged 9 months to 4 years old BUT will remain subject to any FEEE compliance measures in place.

2.67. Providers who are served with one or more Welfare Requirement Notices (WRN) by Ofsted will be entered into compliance by the Council regardless of whether a full inspection has taken place or not. The setting will remain in compliance until such times as they have been monitored by Ofsted and they have published notification that they are satisfied that the necessary action has been taken to address the notice served.

Refer to Annex D (i) for details.

2.68. For childminders registered with a CMA, the local authority will require the CMA to inform and update them regarding any information/changes and/or concerns which may affect the childminder's compliance with these terms and conditions for the delivery of FEEE places – the childminder would then be subject to the compliance process.

2.69. Where a childminder registered with a CMA is co-childminding or operating from the same premises with an Ofsted registered childminder, the LA may need to stipulate additional compliance conditions if there are changes to the inspection outcome (if less than Good) and/or any regulatory action taken against the Ofsted registered childminder. Similarly, additional compliance conditions may also be stipulated for the Ofsted registered childminder/s (where co-minding with a CMA childminder) if there are changes to the inspection outcome or regulatory action taken against the childminder agency.

Section 3:

Business planning

Data Collection – Headcount

3.1. The 'headcount' is an information return made to the Council by the Provider using the Council online portal system and contains the attendance details of each child receiving a FEEE place. There is one headcount each term with the Council's portal being available as indicated below.

3.2. Each term the Provider is able to add or amend data for a 7 week period. Any child that starts attending the provision but leaves part way through a term can be funded for split weeks, providing the child does not exceed the total hours/ weeks for that term.

3.3. Portal submission timeline and dates: Refer to Annex E for the latest information.

3.4. Payment Schedule and dates: Refer to Annex E for the latest information.

3.5. Funding is provided for up to 570 hours or up to 1140 hours (Extended Entitlement) per year. This is generally paid in line with the school term dates for each academic year (equating to 15 or 30 hours per week for 38 weeks per year) but parents can choose to access their entitlement flexibly over fewer hours per week and more weeks per year (either 48 weeks or 51 weeks). Refer to par 3.23.

3.6. Headcount documentation will be sent electronically for submission via the Council's online portal.

3.7. The Provider is also obliged to submit Provider surveys for the Council's childcare sufficiency assessment, children's development information, data in response to an emergency requiring contingency action and requests for other reasons which will be clarified at the time of the request for the data. The Council will monitor submissions of requested data within the stated timeline and, where a Provider is found to be non-compliant with this requirement, this may result in FEEE payments being withheld.

Financial records

3.8. The Provider should maintain accurate financial and non-financial records relating to funded entitlement places and should give Council officers access on reasonable notice to all financial and non-financial records relating to funded entitlement places funded under this agreement, subject to confidentiality restrictions.

3.9. The Provider should ensure they submit and/or retain timely and accurate information, including, but not limited to, headcount data, census data, parental declaration forms and invoices. Failure to do so may result in inaccurate, delayed or suspended funding.

3.10. Leicester City Council has a duty to ensure that public funding is used in accordance with legislation and any associated statutory guidance.

3.11. Financial records relating to the delivery of FEEE places must be retained by the provider for a minimum period of 6 years from the date each child takes up a place.

Audits

Refer to Annex D (ii) for a flowchart of the audit process and supporting notes.

3.12. The Council has an audit process to check that all providers in receipt of FEEE funding including Early Years Pupil Premium (EYPP), SEN Inclusion Funding (SENIF) and Disability Access Funding (DAF) are administering the funding in line with these terms and conditions and related legal requirements. Audits will be carried out each term based on a random selection of Providers or may be initiated due to a complaint or compliance concerns regarding the administration of FEEE places.

3.13. The Funding Investigation Officer will contact each Provider chosen as part of the random selection and send them an audit form to complete and return by email.

The Council officer will also ask for copies of the following, to be collected from your establishment at an agreed date:

- Parental Declaration forms for a sample of funded children
- Daily Registers for a stated period of 3 weeks
- Admissions Criteria or Policy document(s) which should include a detailed fees and charges pricing structure
- Invoices.

The audit will usually be carried out remotely as a desktop procedure. If a visit is required, it will be arranged. If the audit is initiated because of a complaint or compliance concerns, the visit may be unannounced but only for exceptional cases. The documents will then be requested at the visit and some of the audit checks may be carried out at the visit.

3.14. Records relating to children who are in receipt of SENIF will be audited for the whole term. Information for this will be requested by the Council officer. Refer to Annex D (ii) for information about what will be checked for SENIF and DAF expenditure.

3.15. As part of the audit process, the Council officer will check:

- The completed audit form
- Daily Registers of children attending the setting
- The Parental Declaration forms to compare with the provider's FEEE claim
- The Admissions criteria or policy document(s), the fees and charges pricing structure
- The Invoices and invoicing system.

3.16. As part of the audit process, the Council officer will also contact a sample of parents of children accessing their FEEE place at the setting.

3.17. Providers are obliged to make all records fully available to the Council officer, as requested, and to cooperate fully with the audit process.

3.18. The Council officer will highlight any discrepancies to the provider and make suggestions or directions for any changes to recording or administration processes that may need to be made.

3.19. After completing the audit process, the Council officer will compile a full report for the Council managers. The report will identify any discrepancies found during the audit along with all recommendations and directions made to the Provider. The Provider will receive an electronic copy of the report or, where there is no email address provided, a hard copy will be posted.

3.20. In the event that discrepancies are found the Provider will be judged to be non-compliant and the compliance process will be initiated. Refer to Annex D (i).

3.21. The Council will report any evidence of fraudulent activity to the police and will recoup any or all payments made to the Provider.

3.22. The Council reserves the right to refuse funding to any person or organisation that has a history of misuse of public funds or any criminal record relating to financial mismanagement or fraud where it is reasonable for the Council to do so.

Delivery models for FEEE places

3.23. The Council supports three models that Providers can choose to use to deliver their FEEE places:

- 1) **Standard 'term time' model:** 15 or 30 hours (dependent on eligibility of the child) per week for 38 weeks per year.
- 2) **'51 week stretched' offer model:** 190 or 380 hours per term (dependent on eligibility of the child) with 3 equal terms of 17 weeks each.
- 3) **'48 week stretched' offer model:** 190 or 380 hours per term (dependent on eligibility of the child) with 3 equal terms of 16 weeks each.

Refer to Annex E for information on maximum number of weeks per term and the maximum number of funded hours per term under each of the delivery models above.

Please note:

- Providers can choose to offer the term-time model only, or one of the stretched offer models only, or they can offer both the term-time model and one of the stretched offer models.
- A child can access a term time model or stretched offer model at more than one Provider. This is known as a 'blended offer' between the providers. However, both Providers must offer the same model for the child i.e. the term time model or the same stretched offer model (i.e. either the 51 week or the 48 week model).

3.24. Providers must inform the Council of any children that will be accessing either of the stretched offer models using the Council's online portal.

3.25. All details of the hours and Providers that are being attended must be recorded accurately on the Parental Declaration form.

3.26. Children cannot change from one model to another during a term. The family will need to wait to make any changes until the start of the following term.

3.27. If a child accessing a stretched offer leaves a setting and starts at another provider part way through a term, the number of hours provided will be calculated by the local authority to determine a fair approach to funding.

Charging

3.28. Government funding is intended to cover the cost to deliver 15 or 30 hours a week of funded, high quality, flexible childcare. It is not intended to cover the cost of meals, consumables, additional hours or additional services.

3.29. The Provider can charge for meals and snacks as part of the funded early education entitlement place (FEEE place), and they can also charge for consumables such as nappies or sun cream and for services such as trips and specialist tuition. Where parents are unable or unwilling to pay for meals and consumables, Providers who choose to offer the funded entitlements are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals and snacks or allowing parents to supply their own meals. Providers should be particularly mindful of the impact of additional charges on the most disadvantaged parents.

3.30. The provider cannot charge parents “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).

3.31. Providers must be able to evidence that the funded entitlement hours are delivered completely free. Charges for meals, consumables, additional hours or additional services should not be made a condition for accessing a funded place and, where necessary, Providers can discuss alternative options with parents.

3.32. FEEE places where a child is accessing the funded entitlement hours only and no additional hours or services or optional extras (‘FEEE only’ places), must be offered as completely free to the parents. The Provider cannot require parents, who are accessing ‘FEEE only’ places, to pay a registration fee as a condition of taking up their child’s funded place. Also refer to conditions around Deposits below.

3.33. Providers are not allowed to insist on any conditions for ‘FEEE only’ places. This includes, for example, payment of registration fees, pre-payment of fees, purchasing additional hours and services, extra activities, uniforms, meals, snacks and consumables. Parents are free to purchase additional hours and services if they need these and choose to do so. Also refer to conditions around Deposits below.

3.34. Transport time can only be included in FEEE hours for transport between two Providers as part of a blended offer for the extended entitlement and where there is no separate charge made for the transport. If there is a cost for the transport then the transport time must not be included in the FEEE hours. If a Provider offers transport, at a cost or for free, to enable children to access their 15 or 30 hour entitlement wholly at the setting, transportation time must not be included in the funded hours. (Transport for trips is not included in this guidance).

3.35. The Provider can charge parents a deposit to secure their child’s funded place but not for eligible 2 year olds from families receiving some additional forms of government support and where the child is only accessing the funded entitlement hours. The Provider should refund the deposit in full within a reasonable time after the child takes up their place (the Council recommends by the end of the first week of attendance). If Providers choose to charge a deposit, they will need to evidence that this is not creating a barrier of access for families who are unable to pay. Deposits that are deemed to be excessive may cause providers to be non-compliant with clauses within this document that relate to equality of access. The Council recommends Providers charge no deposit for universal entitlement places for 3 and 4 year olds too, where a child is only accessing the funded entitlement hours and where no additional hours or services are being purchased.

3.36. Providers must supply all parents with an invoice that clearly shows the FEEE hours accessed up to a maximum of 570 or 1,140 per year, along with any additional hours or services that the parent has chosen to pay. The Provider must ensure their invoices and receipts are clear and transparent. Parents should be able to see that they have received their

funded entitlement hours completely free of charge. Parents should also be able to understand the fees paid for any additional hours, services and charges for meals and consumables, which should be itemised and in line with the fees and charges pricing structure. The Provider must also ensure that invoices and receipts contain their full address and contact details in order to identify the specific provider.

3.37. The Council will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parents' ability to take up their child's funded place. The Provider should be completely clear and transparent about any additional charges and this information must be made available for the parent to understand and accept in advance of their child taking up a FEEE place.

3.38. The Provider must publish their admissions criteria or policy, including reference to managing applications. This could be on the business website, social media sites or on the relevant section of the Family Information Directory. The document or supplementary documents should include a detailed fees and charges pricing structure. The information should enable parents to clearly see how they can access funded places i.e., understand which hours/ sessions can be taken as funded provision and also see details and amounts of additional charges that may be applicable for different sessions. Not all Providers will be able to offer fully flexible places, but Providers should work with parents to ensure that as far as possible the pattern of hours is convenient for parents' working hours.

Refer to Annex D (ii) for supplementary information and guidance.

3.39. It is acknowledged that Providers will manage their applications to ensure their setting is financially sustainable. However, once an offer of a FEEE place is made to a parent, this must not be withdrawn at a later date in favour of a parent who wishes to purchase additional hours or services.

3.40. The Provider should 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.

3.41. Once a child starts taking up their FEEE place in the agreed model of delivery hours, this must be available for as long as the parent requires. Providers must endeavour to accommodate any changes to a delivery model requested by a parent (from the following term). However, if changes cannot be accommodated this should be stated clearly in their admissions criteria or policy and agreement with parents.

3.42. Children should be able to take up their funded hours as part of continuous provision and providers should avoid artificial breaks in the day wherever possible. Evidence shows that continuous provision is in the best interests of the child. Where it is reasonably practicable Providers should ensure that children are able to take up their funded hours in continuous blocks and avoid artificial breaks being created throughout the day, for example over the lunch period.

Refer to Annex D (ii) for supplementary information and guidance on Admissions Criteria, Invoicing and clarification from DfE regarding their policy on charging and a guidance list of chargeable and non-chargeable items based on the DfE policy.

Funding

3.43. The Council does not offer a monthly payment option and our payment system is explained in the paragraphs below.

3.44. Funding is paid directly into the Providers' bank account usually via BACS. The bank account for FEEE payments must be in the name of or under the Registered Person (Legal Entity) for Ofsted purposes. Refer to Annex D (ii) for guidance.

3.45. Payment of funding is split into 2 payments per term. The Provider will receive an 'estimate payment' at the beginning of each term. The amount of funding paid for the estimate varies and is based on the number of children funded at the Provider over the previous financial year. The estimate payment amounts to 70% of the previous financial years' funding, which is then divided by 3 to represent a term. For Childminders the estimate payment workings and claim process is different, refer to Par 3.48 below. For a completely new setting (not an acquisition of an established setting), the Provider should contact the Funding and Grants FEEE Team to enquire about the estimate payments process that will apply for the setting.

3.46. The second payment is an 'adjustment payment'. This is paid to the Provider towards the end of the term and is based on the 'headcount' data the provider has returned identifying the children that have been accessing their entitlement. The adjustment payment is the amount of funding for the whole term less the amount of estimate payment received by the Provider.

3.47. Occasionally a Provider will have significantly fewer children than the previous financial year and so the estimate payment made will exceed the amount the Provider is eligible to claim and there will be no adjustment payment due. The normal process is to carry the deficit forward until the end of the financial year (in March) and then issue an invoice to the Provider for the overpaid amount. However, the Council has the discretion to automatically deduct the overpayment from the next estimate payment or Providers can request for the overpayment to be deducted from their next estimate payment. In these instances, if the Provider is still in deficit at the end of the following term, they will then be issued with an invoice for the balance outstanding. Also, the Council has the discretion to reduce the estimate payment in the first place, where the numbers of funded children are significantly lower than the previous financial year or where the Provider is restricted from offering new funded places due to being under FEEE compliance measures.

Estimate payments for Childminders

3.48. Where the Provider is a Childminder, they need to inform the Council of the numbers of children they are providing a place to that fall within a specific date of birth range. The 70% estimate payment will be made based on this information. Childminders will need to submit their information by the specified dates in order for the payments to be made.

Refer to Annex E for the timeline and submission deadline dates information.

3.49. If the level of funding awarded is greater than the funding that should be claimed, as indicated on the childminder's headcount, the childminder will be informed of the overpayment-which will be deducted from the estimate payment for the subsequent term. If the childminder is still in deficit at the end of the following term, they will be issued with an invoice to pay the remaining outstanding balance.

Funding rates for FEEE places

3.50. There are different base rates for 9 – 23 month olds, 2 year olds and 3 and 4 year olds and Providers may qualify for one or more of Quality and Deprivation related supplements which will be added to the base rates.

Refer to Annex E for the latest funding rates information.

Other Funding Providers can claim:

3.51. Early Years Pupil Premium (EYPP) funding is an additional sum of money paid to childcare Providers for FEEE children from families in receipt of certain benefits. Also refer to the EYPP section below.

3.52. Disability Access Fund (DAF) – FEEE children in receipt of Disability Living Allowance (DLA) are eligible for the DAF. Parents / carers can nominate one setting only to receive this

funding. Further information on how to apply for DAF can be accessed via: [Family Information | Disability access fund \(leicester.gov.uk\)](#)

3.53. Special Educational Needs Inclusion Funding (SENIF) – refer to the information above under the Special Educational Needs and Disabilities section.

Early Years Pupil Premium

3.54. All Providers registered to deliver funded places are entitled to apply for Early Years Pupil Premium (EYPP) funding for eligible children for up to 570 hours per year only.

3.55. Providers can decide how best to spend the EYPP funding but must be able to evidence how the funding has been used to improve outcomes for the child.

3.56. In the event that there is a complaint or concern raised, regarding the use of EYPP, the Council will investigate via the audit system set out in this document and may suspend the provider from delivering FEEE places or remove them from the register.

3.57. Where the audit shows that the Provider has been misusing the funding Leicester City Council will forward the evidence to the police and will recoup all funding (both EYPP and FEEE) for a specified period.

3.58. Information on the eligibility criteria for EYPP is available from [Get extra funding for your early years provider - GOV.UK \(www.gov.uk\)](#)

The Parental Declaration form (Annex B) must be completed, which asks the parent for the necessary information and consent to enable the provider to claim EYPP.

Verification of Age and Identity of Children

3.59. The Provider should check copies of documentation (birth certificates or passports) to confirm a child has reached the eligible age on initial registration for all FEEE entitlements. The Parental Declaration form at Annex B of the 'Provider Agreement' must be completed, which asks the parent for the necessary information and consents.

3.60. Provider must ensure that the parent is given a copy of the signed Parental Declaration form (electronic or paper copy).

3.61. The Council will provide a validity checking service to providers to enable them to verify the working parents eligibility codes in a timely fashion.

Attendance Monitoring – Recording of Daily Attendance

3.62. Providers must keep an accurate register of all children in attendance. The register must be made available for inspection on demand by the Council. All funding for children for whom no accurate record of attendance exists, or for whom an incorrect amount of FEEE hours has been claimed may be recovered.

3.63. Completion of Registers in accordance with 'codes' outlined below by the Council:

Codes	Reason for absence	Provider action
H	Holiday for 10 days or less	Explanation documented
F	Holiday of more than 10 days	Contact funding and grants team
I	Illness	Explanation documented
R	Religious observance	Explanation documented
N	Absent no reason supplied	Explanation documented
Y	Provider is unable to open	Contact funding team, outlining the reason for closure. (e.g., for exceptional circumstance such as poor weather/ health and safety building issues etc.)

- Providers must complete all paper registers in pen.
- Daily registers must clearly indicate who is present on any given day, stating start time and leaving time.
- Providers should use the 'codes' above for non-attendance but where your IT system does not allow you to use these codes you must then maintain a separate absence log for the types of absences stated above.

Absences and Attendance Expectation

3.64. Funded places must be used regularly and Providers should explain this responsibility to parents when the place is offered. Providers should work with parents to manage attendance rates so that there is an expected attendance level of 80%. This is in the interest of the child's readiness for school and accountability for public funding for the funded hours.

3.65. The hours claimed on the funding claim and the hours attended per the daily registers should normally match unless there is an absence which falls within one or more of the 'codes' and reasons stated in table under paragraph 3.63 above.

3.66. If a parent is not accessing their entitlement as per the funding claim and the overall attendance falls below the expected 80% level, the Provider needs to address this with the parent and also promote the benefits of early education and how this contributes to their child's readiness for school. If the provider needs any support or has any queries they should contact the Funding and Grants Team at the Council.

3.67. Monitoring of absences should be part of the Provider's safeguarding policy, and any concerns should be reported immediately following the safeguarding policy. Please maintain records of the conversations with the parent's and the actions agreed to improve attendance.

3.68. Providers must make parents aware that they must contact the setting if their child is absent. The Providers must contact the parent/carer in the event that a child is absent without explanation for a prolonged period (more than 3 days). Children whose whereabouts are unknown but for whom the funding has been claimed on the understanding that they were expected to attend should be included on the daily registers. In the event that a parent/carer cannot be contacted, and the absence continues, Providers should send a letter explaining that the place will only be kept open for 7 days from the date of the letter. If the child does not return, the Provider must contact the Funding and Grants team so that the headcount can be amended to reflect this.

3.69. All correspondence should be recorded and noted when funding is claimed. Leicester City Council will take into account individual circumstances but may withdraw and reclaim funding where absences have not been actively managed by the Provider.

3.70. Providers will not be penalised for every unexplained absence for a session or where a child has a late start or an early finish provided that the child has otherwise been attending sessions regularly for the pattern stated on the parental declaration form i.e., the overall attendance is not below the expected 80% level.

3.71. Where an absence is recurring over an extended period and overall attendance is below the expected 80% level, the provider must make all reasonable efforts to establish a valid reason for the absence and promptly notify the Council's Funding and Grants Team. The Council will then consider all the known circumstances and use our discretion in deciding whether, and to what extent, it is appropriate to withdraw or reclaim funding in respect of the child.

Family holidays during the claim period

3.72. Children may be absent due to family holidays for a maximum of 10 days per term and parents must inform the provider in advance of the dates the child will be absent. If the parent is requesting more than 10 days leave, please contact the Funding and Grants team in

advance to seek authorisation. If the child does not return, the Provider should notify the funding and Grants team, as the funding may be reduced. Authorisation for more than 10 days leave in a term must be requested prior to the absence. If the authorisation is not granted, the Council will not fund the child's place for this period. The parent and provider will have to come to a private arrangement for any non-funded hours if the parent wants to retain the place.

Settling in period

3.73. Children are permitted to take up reduced hours during the settling in period and the provider can claim for their normal pattern of attendance for the term as documented in the Parental Declaration form.

3.74. The maximum settling in period allowed is 4 weeks. If this is exceeded the local authority may withdraw and reclaim funding.

3.75. We will take into account individual circumstances e.g., if a child has a Special Educational Need or where there are exceptional circumstances such as for refugee families, which require an extended settling in period, the provider must consult the Funding and Grants team to seek approval.

Setting closures

3.76. Closures lasting for one week or more must be discussed with Funding and Grants team to determine whether FEEE funding can be claimed during this period. This applies whether the reason for closure was unforeseen or planned e.g. fire, flood or planned building / redecoration work. The period of closure must be notified to the Council as soon as possible so that the funding can be adjusted if the period of closure has already been claimed.

3.77. It is accepted that Providers may have no option but to close for a day or two in cases where it would not be legal or safe to remain open (e.g. it is not possible to meet staff ratios due to illness or if the heating fails and the temperature falls below the legal minimum). In these cases the funding can still be claimed but Providers must put strategies into place to rectify the problem promptly. In such circumstances the Provider would be expected to notify the local authority and Ofsted; including details of contingency plans in place.

3.78. Where possible, Providers should make every effort to provide the funded children with additional hours to replace those hours they have missed during any period of closure. This will need to be demonstrated when audited.

3.79. Where a Provider decides to permanently close and resign their Ofsted registration, they have a responsibility to inform the Council (Funding and Grants team and Early Education Development Team) at the earliest opportunity and provide details of the children and families impacted by the closure. This is to ensure that the Council can offer the appropriate brokerage support and sign-posting to children and families.

Staff training days / Bank holidays (public holidays)

3.80. Where a Provider has to close for training, the Funding and Grants team must be informed of this and the FEEE hours should be offered at an alternative time to ensure parents are able to access the missed entitlement.

3.81. Where possible, Providers should make every effort to provide the funded children with additional hours to replace those hours they have missed during any period of closure. (This will need to be demonstrated when audited).

3.82. It is at the discretion of individual settings whether they close or stay open on bank holidays (including any extraordinary bank holiday). Providers will not be penalised if the setting policy is to close for bank holidays. There is no requirement to offer alternative sessions, but providers can choose to, and are encouraged to, offer alternative sessions where possible to make-up for the hours. Providers must state their arrangements for bank

holidays in their admissions criteria or policy document and make it clear to parents if their child will not receive the entitlement for bank holidays. In the event of an extraordinary bank holiday being announced, providers should communicate arrangements with parents in a timely manner.

Transfer from another provider

3.83. If the parent is transferring from another Provider, it is important to clarify if they have given the required notice to the other Provider. This is because the Council cannot make a 'double' funding claim.

Providers not delivering the full entitlement

3.84. Providers can only claim for the weeks that they are open to deliver the free entitlement. Some Providers may not be able to deliver the minimum free entitlement. For example, Independent schools may be open for less than 38 weeks of the year or a sessional playgroup may be open only 12 hours per week due to availability of shared premises. These are the only types of exceptions to not delivering the full 15 hours or 30 hour entitlement to all funded children.

3.85. Providers who are open for 15 hours or 30 hours or more per week and for at least 38 weeks per year will not be funded if they choose to deliver less than the full 15 hours or 30 hours entitlement to all funded children. They can have some parents who access less than the full entitlement or, depending on available sessions, may offer some places for less than the full entitlement.

3.86. Providers should inform parents in writing that they are offering less than the full entitlement. The letter should explain to parents the full entitlement and explain the potential drawbacks of attending a provider offering less than 38 weeks a year i.e. that the parent is not able to access the balance of free entitlement weeks elsewhere. Please note that the delivery of the annual entitlement of 570 hours or 1,140 hours cannot be condensed into less than 38 weeks because the FEEE hours must not exceed 15 hours or 30 hours per week.

Compliance and the compliance process

3.87. If a Provider is found to be in breach of the requirements set out in the Early Years Provider Agreement, the Council will place the Provider into the Compliance Process. This is a process through which the Provider's suitability to deliver FEEE places is assessed. As part of this process, the Provider may subsequently have part or all of their eligibility to deliver funded places suspended and/or monitored until such times that the Council is satisfied that the requirements of the process have been met.

Refer to Annex D (i) for details of the Compliance process (Quality and Finance Non-Compliance)

Termination and withdrawal of funding

3.88. Suspension of registration by Ofsted or a breach of statutory requirements or safeguarding issues may result in the termination of this agreement and will result in withdrawal of funding, for the period of suspension or until Ofsted has concluded an outcome relating to the breach.

3.89. In addition to any other rights or remedies available to the Council, the Council may terminate this Agreement and withdraw all or part of the funding with immediate effect by giving written notice if the Provider:

- (a) is a Provider of places for 2 year olds and receives an "inadequate" Ofsted rating
- (b) the Provider has changed ownership and no longer holds a valid Ofsted registration;

- (c) breaches any of its statutory obligations in relation to the provision of the FEEE and in particular the safeguarding requirements;
- (d) is in breach of any of its obligations under this Agreement and fails to remedy the breach to the satisfaction of the Council within 14 days of written notification from the Council;
- (e) having been subject to the Compliance Process, fails to remedy the issue notified to it by the Council and the Council has given written notice to the Provider of its intention to terminate:
- (f) becomes insolvent, or is declared bankrupt, placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

3.90. In relation to the quality of provision, Providers should note that Ofsted will, as part of their inspection schedule, make a judgement as to whether Providers are seen to be actively promoting fundamental British values (democracy, the rule of law, individual liberty, mutual respect and tolerance of different faith and beliefs) as reflected in the EYFS. Where concerns are raised and evidenced, the Council is required to take compliance action and report concerns to Ofsted. Providers should be aware that this may mean access to funding is withheld, withdrawn or removed as appropriate and the Council may terminate this Agreement upon written notice if it becomes aware of any concerns raised by Ofsted which the Provider fails to remedy in accordance with the Ofsted compliance action.

3.91. No failure or delay by Leicester City Council to exercise (in full or part) any right or remedy provided under this agreement or by law shall constitute a waiver of that, or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

Consequences of Termination

3.92. In the event that the Council terminates this Agreement under paragraphs 3.88 to 3.91, the Council reserves the right to require repayment of any sums which the Provider has received but which relate to any period of time where the Provider was no longer eligible to receive funding under this Agreement

Appeals process

3.93. A Provider may be denied approval to offer the funded entitlements or have their funding withdrawn as set out above. The Provider can appeal against that decision, they should do this in the first instance by emailing eedteam@leicester.gov.uk

Complaints process

3.94. The Council has the following complaints process in place for parents who are not able to resolve their concern directly with the Provider.

[Family Information | Complaints about childcare \(leicester.gov.uk\)](#)

3.95. Through this the parent can raise concerns around the provision for funded entitlement in accordance with the legislation or as set out in this Agreement and in the Early Education and Childcare Statutory guidance for Local Authorities.

3.96. Where a complaint is received regarding the quality of a Provider, the Council will investigate the allegation further and will contact Ofsted to notify them in addition to advising the complainant to contact Ofsted. If the allegation is related to safeguarding then the Local Authority Designated Officer (LADO) will be contacted immediately.

3.97. 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 funded entitlement in the correct way, as set out in this agreement and in the Early Education and Childcare Statutory guidance for local authorities.

3.98. If a parent or Provider is not satisfied with the way in which their complaint has been dealt with by the Council or believes that the Council 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.

<http://www.lgo.org.uk/>

Annexes

Annex A - Provider Information, Declaration and Signature

To accept the Agreement providers must complete the information required, sign to acknowledge that they have read and accepted the Agreement and submit the declaration electronically. Providers who have previously submitted Annex A via DocuSign, will be contacted by the Council and must confirm that they accept this updated Agreement.

New providers must contact the Early Education Development Team to be facilitated to complete and submit Annex A and other required documents to then be able to deliver funded places.

Annex B - Parental Declaration Form

These forms **must** be completed, alongside parents, for **ALL** children accessing a FEEE at your setting. A copy must be given to the parent/carer for their reference.

This forms the main agreement for the FEEE place between the parent and the provider. Please note that this form does not replace the usual full contract, or parental contract, that providers will have with each parent.

Annex C - Controller to Controller Agreement

Annex D (i) - Compliance Process – For Quality and Finance non-compliance

Annex D (ii) - Finance Auditing Processes and Supplementary Information and Guidance

Annex E - Information Sheet - FEEE rates, funding timelines, payment dates and delivery models for funded places.

Data Privacy Guidance

Note: this guidance is from the sample parental declaration in the Model Agreement - Early years provision free of charge and free childcare - June 2018.

The Data Protection Act 2018 (the Act) puts in place certain safeguards regarding the use of personal data by organisations, including the Department for Education, local authorities, schools and other early education providers. The Act gives rights to those about whom data is held (known as data subjects), such as pupils, their parents and teachers. This includes:

- The right to know the types of data being held
- Why it is being held; and
- To whom it may be disclosed

Should you have any concerns relating to how your information or the information relating to your child/ren is being or will be used, please contact your provider or Leicester City Council. Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately.

Providers are asked to pay particular note to advice from the Information Commissioner's Office (ICO) on holding personal data including sensitive personal data available at:

[Guide to the UK General Data Protection Regulation \(UK GDPR\) | ICO](#)

As stated under the Data Protection section above, all providers must register with the Information Commissioner's Office (ICO). <https://ico.org.uk/>

Contact details for Leicester City Council teams

Team	Contact
<p>Early Education Development Team</p> <p>Supporting new and existing providers in the Early Years sector; with quality, training and business support. Responsible for FEEE Compliance and Sufficiency of childcare places.</p>	<p>0116 454 4190</p> <p>eedteam@leicester.gov.uk</p> <p>Family Information Early Education Development (leicester.gov.uk)</p>
<p>Funding and Grants FEEE Team</p> <p>Provides support for the administration and finance of 2, 3 and 4 year FEEE and 30 hours Extended Entitlement.</p>	<p>0116 454 1667</p> <p>earlyeducation@leicester.gov.uk</p> <p>Karuna.Bennett@leicester.gov.uk</p>
<p>Early Years Support Team (SEND)</p> <p>A team of teachers and teaching assistants working with children aged 0-5 who have special needs and disabilities (SEND), their families and other professionals.</p> <p>School's Extranet – Early years support team (leicester.gov.uk)</p>	<p>0116 454 4750</p> <p>Sarah.Mounsey@leicester.gov.uk</p> <p>Nicola.Black@leicester.gov.uk</p>
<p>SEN Inclusion Funding (SENIF)</p> <p>(previously referred to as Element 3 Funding)</p> <p>Link to application form</p>	<p>0116 454 4715</p> <p>nick.gilroy@leicester.gov.uk</p> <p>Family Information SEN inclusion fund and element 3 funding application (leicester.gov.uk)</p>
<p>Early Help Children, Young People and Families Centres</p> <p>12 children's centres in 6 cluster areas across the city all offering a range of support to families.</p> <p>Parents can ring Early Help advice line for support with their 2 year FEEE application.</p>	<p>0116 454 1004</p> <p>Family Information Children's Centres (leicester.gov.uk)</p>
<p>Leicester City Council - Schools Admission team</p> <p>Information for applying for primary and secondary school place.</p>	<p>0116 454 1009 (option 1)</p> <p>School admissions (leicester.gov.uk)</p>