



**STOCKPORT**  
METROPOLITAN BOROUGH COUNCIL

# **Provider Agreement on Provision of Early Education Entitlement for 2, 3 and 4 year olds**

## **Stockport**

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## SECTION A - Provider Conditions

In promoting the free entitlement Stockport has based its conditions on the key principles set out in the “Code of Practice for Local Authorities on delivery of Free Early Year’s Provision for 3 & 4 year olds”.

### 1 Conditions for providing free entitlement

The Provider agrees to:

- 1.1. The requirements of the Code of Practice for Local Authorities on Delivery of Free Early Years Provision for 3 and 4 year olds (DFE Sept 2010), and the Childcare Act 2006.
- 1.2. Be registered by OFSTED and comply with registration conditions. In the case of Independent Schools, OFSTED registration is not required where the Headteacher is a member of an association that is affiliated to the Independent Schools Council (ISC).
- 1.3. The entitlement should be provided completely free at the point of delivery. Providers cannot charge “top up” fees (the difference between what a provider would normally charge and the funding they receive from the local authority to deliver the free entitlement) in relation to any free hours and should take immediate action where this practice is identified.
- 1.4. There should be no further conditions of access that prevent a child from taking up their free entitlement (i.e. parents must not be obliged to purchase additional hours, uniforms or lunches in order to secure free provision).
- 1.5. Where the parent agrees to pay fees for additional hours, invoices should clearly show the reduction in hours for the free entitlement for that billing period. The parent/carer (clients) should be provided with clear information on the rates applicable and the circumstances in which they are payable. Parents should be provided with a bill that clearly highlights what hours have been accessed in relation to the free entitlement and how fees relate to additional hours or services.
- 1.6. A Provider should work with parents to try and accommodate flexibility requests. However, these requests have to be feasible and sustainable for the Provider.
- 1.7. Where a Provider is not able to open for 15 hours a week or the full 38 weeks a year and therefore cannot offer the full minimum free entitlement, parents should be informed of the implications.
- 1.8. In the case where full entitlement can not be offered by the Provider, partnership arrangements with other local settings should be considered to provide the full 570 hours/year.
- 1.9. The Authority will withdraw funding from providers delivering fewer hours than the statutory 15 hours free entitlement without good reason.

- 1.10 Free Entitlement should only be delivered through childminders where the childminder:
- Is part of the Stockport childminder network
  - Is qualified to a minimum level 3 or working towards this
  - Has received good or outstanding Ofsted rating and /or has subsequently been categorised good through the Quality Improvement process.

## 2 Flexibility

- 2.1 The provider agrees to offer places for up to 15 hours each week; according to reasonable and agreed parental demand and in accordance with the Stockport definition of Free Flexible Entitlement:
- **Minimum Days:** The full 15 hours must be taken over at least 3 days. A maximum of 12.5 hours can be taken over two days
  - **Session Length:** No more than 6¼ hours per day and less than 2½ hours per session
  - **Providers:** The entitlement can only be split between a maximum of 2 providers simultaneously.
  - **Changing Providers:** Only between terms (except exceptional circumstances as outlined in 8.3 )
  - **Sectors:** Hours can be split between Private, Voluntary, Independent (PVI) and maintained settings.
  - **570 Hours:** Hours can be spread over more than 38 weeks if less than 15 hours per week are taken. Weekly and termly limits apply to the entitlement. The Authority will provide details of these limits in advance of start of the educational year
  - **Lunchtimes:** Where settings are offering flexible attendance for the free provision, ensuring that the lunchtime offer meets the requirements of the Early Years Foundation Stage (EYFS).
  - **Times:** The entitlement cannot be taken before 8am or after 6pm.
- 2.2 The Provider agrees to consult with parents about what they want from their flexible free entitlement on an ongoing basis being as responsive as possible to changing demand.
- 2.3 The Provider should consider when possible and where parental demand exists to offer free entitlement as a “stretched” offer. (Offering 570 hours in less hours/ week over more weeks/year).

## 3 Continuous Quality Improvement

- 3.1 The Provider agrees to support improvements in the quality of provision by agreeing to:
- a. Implement and meet all the statutory welfare and learning and developmental requirements of the Statutory Framework for the Early Years Foundation Stage (DFE May 2008).
  - b. Implement updated policy requirements as required by OFSTED to ensure

compliance with registration requirements.

- 3.2 Independent Schools where the Headteacher is a member of an association that is affiliated to the Independent Schools Council (ISC) are not inspected by Ofsted and therefore are excluded from points in this section that refer to them and their inspections.
- 3.3 All Providers (Excluding Independent Schools mentioned in point 3.2) are expected to work towards achieving a minimum Ofsted grade of “Good”. Providers achieving less than a “Good” inspection tariff will be required to show they have the capacity to improve and reach a “Good” standard within a period not exceeding 18 months.
- 3.4 The Provider should advise Stockport Early Years Improvement Team following an Ofsted Inspections so that support in writing the post-Ofsted can be offered. A copy of an OFSTED action plan must be forwarded to the Team. This plan must identify the following:-
- necessary improvements, with responsibilities and timeframes
  - how to improve children’s progress
  - how to monitor improvements and evaluate success.

Providers will work in partnership with Local Authority Early Years (EY) Consultants in implementing processes leading to Continuous Quality Improvement. This is based on the Early Years Quality Improvement Programme (EYQISP) tools.

Leaders in settings will work with EY Consultants to support the completion of an annual categorisation of their setting against agreed criteria. This criteria is based on the principles, commitments and statutory requirements of the Early Years Foundation Stage. Information generated from this process will directly inform the level of EYFS Consultant support to be provided to the setting and the focus of this support. This will be ‘inverse proportion to success’, as identified by the Department for Education (DfE), towards meeting the identified continuous improvements to support the settings move towards outstanding.

Providers who receive a ‘Satisfactory’ Ofsted Inspection must submit a Focused Improvement Plan to the Stockport Early Years Improvement Team within 28 of the report being published on the Ofsted website. Providers must submit this plan within 7 days if they receive an ‘Inadequate’ Ofsted Inspection.

- 3.5 Providers operating within this criteria will be informed of the intention of the EY Strategic Group to discuss possible withdrawal of funding prior to the meeting occurring.
- 3.6 Providers must ensure that information about children’s progress within the EYFS is shared with the child’s next setting/school (or any linked settings the child attends), with parental consent, to support the continuity in their Learning and Development. This is set out in the EYFS statutory Framework p.10  
*‘Practitioners must support and ensure continuity for children’s learning by sharing relevant information with the child’s parents and next provider to enable them to build on the child’s interests, experiences and learning styles ‘*

- 3.7 When the child is transferring from a provider to a maintained Reception class in school information about the child's progress within the EYFS should be sent in accordance with the LA annual time agreement. This is within the first two weeks of July.
- 3.8 Leaders and managers and/ representatives from the setting should participate in moderation activities at least once annually. This may include attending moderation cluster meetings with other providers including schools and/or moderating assessment judgments within the setting supported by the Early Year's Consultant. 'My Learning Journeys' or settings own assessment materials may also be quality assured by the Early Years Consultant with the Leaders and Managers and /or other members of staff from the setting.

#### **4 Workforce Development**

- 4.1 Providers should ensure they employ a sufficient number of skilled experienced and competent persons to provide the Services required as set out the EYFS Statutory Framework. Daycare settings should aim to employ a graduate Early Years Professional by 2015;
- 4.2 Providers must ensure that, all staff are registered on the SCWD website (<http://scwd.stockport.gov.uk>) to apply for training, and that they keep Continued Professional Development (CPD) portfolios up to date.
- 4.3 Providers should work towards updating online records of staff and their qualifications on the Early Years Workforce Audit Tool ([www.cwdcouncil.org.uk](http://www.cwdcouncil.org.uk)) at least once a year as part of the Council's quality monitoring to share data on staffing and qualifications. To work towards updating the Audit Tool on line when staff members join or leave the setting or when staff update their qualifications.

#### **5. Charges for meals**

- 5.1 The Provider can make a reasonable charge for meals provided during the day. The charge should not become a significant barrier to children accessing free entitlement over the full day, and parents should be given the option of providing a packed lunch if this would be more affordable.
- 5.2 Only eligible children who are registered pupils of a maintained school, attend free provision both before and after lunch, are entitled to a free school meal. The school must ensure this meal is provided.

#### **6. Equality and Diversity**

The Provider should:

- 6.1 Demonstrate that the Equal Opportunities Policy is implemented in the setting.

- 6.2 Have due regard to the Code of Practice on identification and assessment of special needs and any additional guidance issued by the Secretary of State;
- 6.3 Have a named Special Educational Needs Co-ordinator (SENCO) and have in place policies to support vulnerable children and those with Special Educational Needs (SEN);
- 6.4 The Provider should adopt an inclusive approach, promoting equality of opportunity, particularly to the most disadvantaged, looked after children and children with a disability or special educational needs.
- 6.5 The Provider should provide appropriate support to enable disabled children to achieve their full potential in Early Years. Providers should have regard to the SEN Code of Practice (Chapter 4 - Identification, Assessment and Provision in Early Education Settings).

## **7. Information/ Record Keeping**

- 7.1 The Provider will ensure all returns, financial and otherwise, required by the Council and the DfE are made in an accurate and timely manner as set out in the schedule which is updated annually.
- 7.2 Family Info Link has been directed by Stockport Council to work with Providers to encourage them to notify vacancies of childcare places every month. Providers should update Family Info Link about vacancies termly on the internet, by phone, email or post. Family info Link will send out an email prompt for this information.
- 7.3 Stockport's Family Info Link will require sufficient details of your service, on a six monthly basis, that can be passed onto parents and carers making enquiries about both Early Years Education and Childcare. The Provider is required to provide this information. Family Info Link will send out this information to Providers.
- 7.4 Providers must agree to details of their service being made available by Family Info Link to the public on the telephone, face to face, in writing and on the Internet (Family Info Link website, Local Authority Websites, Government Websites e.g. [www.direct.gov.uk](http://www.direct.gov.uk) and other licensed channels).
- 7.5 Providers must provide details, on request, of all admission arrangements including information relating to opening hours;
- 7.6 The Provider must make copies of their records available to the local authority on request for auditing purposes and keeping a record of attendance of all children for whom they provide funded places. Spot checks may be undertaken to check supporting records held for payments made.
- 7.7 Ensure that appropriate members of staff attend briefing sessions setting out any changes in monitoring / record keeping requirements.
- 7.8 Providers must be aware of the requirements of the Data Protection Act 1998 (DPA) and follow their duty to keep personal data secure and confidential.

## **8 Parental Contracts**

- 8.1 The provider should enter into parental declarations with parents which set out the hours and patterns of access to free entitlement. The parent and Provider are should complete a new contract whenever there are any changes, for instance a change in hours. A template declaration form is attached to the Agreement for the Provider to use (see appendix 1).
- 8.2 Once a Declaration has been signed, the parent is responsible for ensuring that they do not claim for more than their free 15 hours entitlement across two different Providers. This includes both maintained and PVI settings. If it becomes clear that duplicate payments are being claimed by the parent, the Providers involved will be asked to produce a parental contract. **The provider with no parental contract will be responsible for claiming payments from the parent.** Where contracts exist at both settings, the Local Authority will be responsible for recouping payments from the fraudulent parent.
- 8.3 The Provider should set out the conditions under which parental declarations can be amended or broken:
- Family moving house
  - Change in the child's primary carer
  - Change of employment i.e. new job/ unemployment
  - Health and safety concerns i.e. Child with long term sickness/ child protection
  - To accommodate changing shift patterns
  - Provision not appropriate to the child's needs

## **9 Safeguarding**

- 9.1 The Provider will fully implement Stockport's Local Safeguarding Board procedures.
- 9.2 In particular, the Provider will note the part of the guidelines "What to do if you are concerned" and ensure that all their relevant staff and volunteers are aware of the document.
- 9.3 The Provider shall be responsible for ensuring that all paid staff and volunteers retained by the Provider have police and suitable person checks within the terms of the arrangements currently in force via the Criminal Records Bureau's (including P.O.C.A.L) guidelines on vetting of staff.

## **10 General Conditions**

### **10.1 Limitation of Liability**

The Provider shall, at all times that this Agreement is in force, maintain insurance



cover in respect of its liabilities arising out of or in connection with the Contract including insurance for employer's liability and public liability with a reputable insurance company. The Provider shall maintain employer's liability insurance in compliance with statutory requirements (minimum of £10,000,000) and all other insurances, including public liability insurance, to a minimum of £5,000,000.

## 10.2 Indemnity

10.2.1 The Provider shall indemnify the Council from and against all loss or damage or liability (whether criminal or civil) together with any legal costs incurred by the Council resulting from a breach of this Agreement by the Provider, its employees or agents including:

- (a) any act, neglect or default of the Provider, its employees or agents; and
- (b) any claim by a third party based on any facts which if substantiated would constitute a breach of any of the Provider's obligations under this Agreement.

10.2.2 The indemnities contained in this clause shall be continuing indemnities and shall be without prejudice to any other right or remedy of the Council whether arising under the terms of this Agreement or otherwise.

## 10.3 Insurance

The Provider shall:

- (a) Take out and keep in force a comprehensive policy of insurance with appropriate insurers to cover legal and other liabilities assigned with this agreement.
- (b) Display a copy of the current policy/policies and evidence of premium payment(s) in the setting and provide a copy to the Council on request.

## 10.4 Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter of this agreement.

This Agreement supersedes any previous agreement between the parties in relation to the matters referred to herein. Both parties acknowledge that they have not relied upon any representation or statement not expressly incorporated into this Agreement.

## 10.5 Collusion/ corruption

If the Provider in relation to this or any other contract with the Council shall do or have done any act:

- (a) which amounts to an inducement or reward to any person for doing or omitting to do any act relating to the obtaining of the agreement;
- (b) which is an offence under The Prevention of Corruption Acts, 1889 to 1916; or

- (c) which amounts to the giving of a fee or award, the receipt of which is an offence under Section 117 Local Government Act, 1972

the Council shall be entitled to terminate this Agreement forthwith with immediate effect and recover from the Provider all losses, costs, damages and expenses incurred from such termination.

#### **10.6 Law and jurisdiction**

The provisions of this Agreement shall be governed by and construed in accordance with English Law. In respect of all matters arising under this Agreement the parties hereby submit to the non-exclusive jurisdiction of the Courts of England and Wales.

#### **10.7 Force Majeure**

10.7.1 In the event of Force Majeure, the party affected by Force Majeure shall have no liability to the other party for any failure to perform, arising from Force Majeure, subject to that party:

- (a) giving the other party written notice that the Force Majeure has occurred, the nature of the Force Majeure, the anticipated duration of the Force Majeure and the steps it proposes to take to minimise the effects of Force Majeure;

and,

- (b) taking all reasonable steps to minimise the effects of Force Majeure.

10.7.2 If Force Majeure continues for a period in excess of thirty (30) days, the other party may terminate that part of the Agreement affected by the Force Majeure, or the whole of the Agreement, if the whole of the Contract is affected by Force Majeure, by giving written notice to the party affected by Force Majeure without liability, in respect of the terminated part of the Agreement, or the whole of the Agreement if the whole of the Agreement is affected by Force Majeure.

## **SECTION B - Local Authority Commitment**

### **11 Funding Arrangements**

- 11.1 Stockport Council will make payment to the Provider on the condition that the setting provides services as agreed within Section A of this document.
- 11.2 The Local Authority will make funding available for free early years provision for eligible 3&4 year olds in line with the delivery of the EYFS learning and development and welfare requirements (including minimum ratio requirements).
- 11.3 The Local Authority commits to ensuring prompt payments as set out in the annual schedule.
- 11.4 Funding will not contribute to or cover costs of any additional services that the Provider may wish to offer nor subsidise provision for younger children accessing the setting.
- 11.5 The Local Authority will count pupils attending provision on a termly basis in order to support participation led funding. Local authority will adjust budgets to reflect fluctuations in participation within the financial year.
- 11.6 The Local Authority will put in place auditing and accounting procedures to ensure that funding is administered correctly and paid on time as set out in the annual payment schedule.
- 11.7 In a scenario where a Provider has incurred charges as a direct result of a late free early years entitlement payment they will be able to approach the Local Authority for a reimbursement of these charges. These requests will be considered on a case by case basis.
- 11.8 The Local Authority will fund eligible children for the free entitlement as soon as they start at a provider, including in exceptional circumstances when changing provider late in the term as set out in 8.3 and does not break with the parental declaration signed by the child's parents.
- 11.9 The Local Authority will not penalise the Provider if a child is booked to attend the setting but is unexpectedly absent for a single session or short period. The authority will use discretion where absence is recurring or for extended periods.
- 11.10 Where free entitlement is taken up across 2 Providers, the Providers will be funded on a pro-rata basis according to the amount of free provision taken up at each provider. If a child attends two Providers and receives in total more than the minimum free entitlement, the local authority will apportion the amount of funding based on the number of free hours accessed at each provision. A parent does not have the right to choose which provider is funded through the free entitlement.
- 11.11 The Local Authority retains discretion over whether to agree to provide the free entitlement funding to a provider which has been granted exemptions from EYFS by the Secretary of State or to fund a place for an individual child who has been

granted exemptions from the EYFS by the Provider. Guidance on exemptions from the Qualifications and Curriculum Development Agency will be referred to by the Council when agreeing funding for exempt Providers or parents.

## **12 Funding for meals**

- 12.1 The Council will provide Free School Meals (FSM) for children who are registered at a maintained school, who attend free provision both before and after lunch and whose parents are in receipt of benefits outlined in Code of Practice.

## **13 Flexible Entitlement Support**

- 13.1 Stockport Council agrees to the requirements of the Code of Practice for Local Authorities on Delivery of Free Early Years Provision for 3 and 4 year olds (DFE Sept 2010) and Childcare Act 2006
- 13.2 The Local Authority should guarantee any parent who wants to access their free entitlement the following models through a range of Providers:
- hours a day over 5 days of the week
  - hours a day over 3 days of the week
- 13.3 The Local Authority will work with providers to assess parental demand for flexible patterns of entitlement, continue to be responsive to changing demand of flexibility, and encourage flexibility where required.
- 13.4 The Local Authority will support providers in delivering flexibility with online resources and one to one support where required

## **14 Quality Improvement Support**

The Local Authority will:

- 14.1 Provide support, advice and guidance in relation to the effective implementation of the EYFS in accordance with the Statutory Requirements and Practice Guidance for all Registered settings and Childminders
- 14.2 Provide EY Consultant support pre Ofsted through EYQISP processes and post Ofsted via discussion regarding identified recommendations as agreed with leaders and managers for settings receiving the Nursery free entitlement. Support for childminders receiving the entitlement will be via the EY Improvement Childminding Team.
- 14.3 Provide EY Consultant challenge and support in working in partnership with Providers/Leaders and Managers in settings receiving free early years funding to complete an annual categorisation of agreed criteria and use this information to directly inform the level of EYFS Consultant support in inverse proportion to success towards the identified improvements.

- 14.4 Acknowledge receipt of the setting Focused Improvement Plan (FIP) by the EY Improvement Team who will establish a monitoring cycle (appropriate to the number of actions) with the setting leader and manager to enable them to make swift progress towards improvements identified.
- 14.5 Stockport's EY Improvement Team will report on the current progress of all providers towards the Improvement Plan to the EY Group annually. The Early Years Strategic Group will then consider whether to withdraw funding when a provider:
- receives a second Satisfactory Ofsted Inspection and issues identified at the previous inspection have not been addressed
  - receives a Notice to Improve Inadequate Ofsted Inspection and the setting's leadership cannot demonstrate it has the capacity to improve without significant support from the LA.

**15 Equality and Diversity (Support for disadvantaged families and children with SEN and/or a disability)**

- 15.1 The local authority will ensure that the free entitlement is accessible to meet different families' need in relation to their entitlement, particularly:
- Children from low income families
  - Armed forces' families
  - Children with a disability and /or special need
  - Children from minority ethnic groups including Gypsies/travellers, refugees and asylum seekers
  - Looked after Children
  - Children from disadvantage and socially excluded groups such as families with a parent who is homeless, a teenager, mentally ill, disabled, misusing substances, in prison or experiencing domestic violence
- 15.2 For children with additional needs, where appropriate support is available from the Primary Inclusion, Portage or Speech and Language Therapy Service.

**16 Workforce Development**

The Local Authority will:

- 16.1 Provide information, advice, training and support via the SCWD website (<http://scwd.stockport.gov.uk>) for the continuing professional development of early years staff.
- 16.2 provide support and advice to the Provider on how to complete the Early Years Workforce Qualifications Audit Tool online
- 16.3 provide a childminder quality improvement network to enable childminders to deliver the free entitlement.

- 16.4 publish annual information outlining training opportunities for Private Voluntary and Independent settings and maintained schools.

## **17 Information/ Record Keeping**

The Local Authority will:

- 17.1 provide details to parents/carers of all the settings providing an Early Year's place through Stockport's Family Information Service, Family Info Link;
- 17.2 maintain and keep an up-to date local directory of Providers in receipt of funding to deliver the free entitlement and provide information about how to join the directory. This information is available on the council website.
- 17.3 publish annual information outlining Providers that are delivering the free entitlement and update an electronic internet version termly
- 17.4 Follow the requirements of the Data Protection Act 1998 (DPA) and follow their duty to keep personal data secure and confidential.

## **18 Parental declarations**

- 18.1 The Local Authority will support providers in using parental contracts by providing a template (see Appendix 1).

## **19 Partnership Arrangements**

The Local Authority and Providers will continue to work together in partnership through:

### **19.1 Communication and Meetings**

- The Early Years and Childcare Forum meets termly and is the advisory group for all Early Years policy and development. The forum includes cross sector representation.
- A Borough wide PVI forum for all private, voluntary and independent Providers will be delivered twice annually.
- Annual Headteacher's conference.
- The Local Authority and Providers will utilise other existing partnership networks.

### **19.2 Childcare Sufficiency**

- The Local Authority will work with providers to complete a Childcare Sufficiency Assessment every 3 years. This assessment will be published on the internet so that it is accessible by all. The Early Years and Childcare Forum will be the advisory group for the assessment.
- The Childcare Sufficiency Assessment will be reviewed annually and the review will be published on the internet

**19.3 Review of the Provider agreement**

- The Local Authority will work with providers to review the provider agreement annually or following material changes in legislation through the Early Years Single Funding Formula sub group which includes representation from all sectors.
- The Early Years and Childcare Forum will be consulted on any changes.

## **SECTION C – Breaches and Termination**

### **20 Complaints**

- 20.1 A parent who is not satisfied that their child has received their free entitlement in the correct way as outlined in this agreement should discuss it with the provider in the first instance and follow the Provider's Complaints Procedure.
- 20.2 If they remain dissatisfied they can make a complaint in writing to the Local Authority. The EY Project Manager will write to the Provider to investigate the complaint. Where appropriate the Provider will be asked to take actions to resolve the concern and the parent will receive a response in writing. If the parent remains unsatisfied or the complaint has not been resolved the complaint will be escalated to the EY Strategic Group.
- 20.3 Where a Provider has a concern this should be resolved through the dispute resolution process outlined in clause 22. If appropriate, a Provider can follow Stockport Council's two stage corporate complaints procedure to make a complaint

### **21 Dispute Resolution**

- 21.1 If a dispute arises out of this agreement the parties will use best endeavors to settle the dispute by negotiation. Discussions will take place in good faith between representatives of the provider and Local Authority to attempt to resolve the dispute.
- 21.2 In a case where the dispute cannot be resolved by negotiation the provider shall have a right of appeal to the Service Director, Social Care & Health.

### **22 Termination**

- 22.1 Each party shall be entitled to terminate this Agreement by giving at least three months written notice to the other party to enable parents to make alternative arrangements.
- 22.2 If the Provider chooses to withdraw from the Directory they should inform the Local Authority and individual parents by letter.
- 22.3 The Provider should inform Ofsted and the local authority whenever there is a material change in their particulars, for example a change of ownership or premises. If a change in provider details means that the Provider can no longer deliver the free entitlement the provider will be removed from the Directory
- 22.4 The Local Authority is entitled to terminate this agreement if the service provider commits any material breach of any terms of this agreement which is incapable of remedy. The Authority and Early Years Strategic Group reserve the right to withdraw funding if the agreement is not upheld.
- 22.5 Where the Local Authority removes the Provider from the Directory of Providers and the agreement is terminated in accordance with clause 22.4, the Provider shall have a right of appeal to the Service Director for Social Care and Health. This appeal must be made within writing within 21 days of the written notice and should be in the form of a written report outlining the reason for appeal.
- 22.6 In line with Section 14 of this agreement, the EYFS Improvement Team will report on current progress of all providers towards the improvement plan to the EY Strategic Group annually. The EY Strategic Group will then consider whether to withdraw funding when a provider:



- receives a second Satisfactory Ofsted Inspection and issues identified at the previous inspection have not been addressed
- receives a Notice to Improve Inadequate Ofsted Inspection and the setting's leadership cannot demonstrate it has the capacity to improve without significant support from the Local Authority.

22.7 Termination of the Agreement shall not prejudice any rights of either party which have arisen on or before the date of termination.

### 23 Signatures

I acknowledge that I have read and understood this Agreement and the Addendum dated September 2013, and that I agree that it accurately reflects my understanding of the project, and my responsibilities to the services specified under this Agreement.

To Be Completed by the Provider			
Name:			
Organisation:			
Position:			
Signature:		Date:	

To Be Completed by the Local Authority			
Name:			
Organisation:	SMBC, People's Directorate		
Position:			
Signature:		Date:	