

GLOUCESTERSHIRE EARLY YEARS PROVIDER AGREEMENT 2026/27



Early Years and Childcare Service
GLOUCESTERSHIRE COUNTY COUNCIL

TABLE OF CONTENTS

BACKGROUND	4
1 Definitions and interpretation	4
2 Duration	7
3 Variation of the Agreement	7
4 Declaration	7
5 Role and key responsibilities of the Council	8
6 Key responsibilities of the Provider	8
7 Safeguarding	10
8 Special educational needs and disabilities	10
9 Supporting disadvantaged children	11
10 Quality	12
11 Eligibility	13
12 Grace period	15
13 Flexibility	15
14 Partnership working	17
15 Charging and transparency	17
16 Business planning	20
17 Funding	21
18 Compliance	24
19 Termination and withdrawal of funding	26
20 Appeals	27
21 Limitation of Liability	28
22 Dispute Resolution	28
23 Complaints and investigations	28
24 Data Protection	29
25 Freedom of Information and Transparency	30
26 Assistance	31
27 Waiver	32
28 No partnership or agency	32

29	Assignment	32
30	Severability	32
31	Entire Agreement	32
32	Third party rights	33
33	Notices	33
34	Counterparts	33
35	Governing Law and Jurisdiction	33
	SCHEDULE 1 : Parties	34
	SCHEDULE 2 : Parent declaration form.....	36

THIS AGREEMENT is made BETWEEN:

(i) **The Provider** listed in Part A of the table in Schedule 1

and

(ii) **The Council** listed in Part B of the table in Schedule 1

ON the date (“**the Commencement Date**”) listed in Part C of the table in Schedule 1

FOR the provision of funding for early education and childcare.

BACKGROUND

- A.** The Council is a statutory body whose duties include securing sufficient childcare in their administrative area for working parents, prescribed early years provision is free of charge and free childcare for qualifying children of eligible working parents.
- B.** To discharge these duties, the Council is empowered to enter agreements with specified categories of persons to ensure the delivery of free early education and childcare services.
- C.** The Provider falls within one of those specified categories of persons.
- D.** The Provider acknowledges that the Council must discharge its duty to secure free early education and childcare subject to the framework within the Childcare Act 2006, the Childcare Act 2016, associated regulations and guidance, including statutory guidance to which the Council must have regard when discharging its duties.
- E.** The Provider and the Council wish to enter into a binding agreement under which the Provider delivers early years childcare for qualifying children and the Council provides government funding associated with that childcare.
- F.** This Agreement sets out the terms and conditions governing the provision of early years childcare, compliance with which is a condition of the Provider’s entitlement to receive the relevant funding from the Council.

1 Definitions and interpretation

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out below:

1.1.1 **Agreement** means this agreement between the Provider and the Council.

1.1.2 **Compulsory School Age** means the beginning of the school term following a child’s fifth birthday.

- 1.1.3 **Council** means Gloucestershire County Council whose details are listed in Part B of the table in Schedule 1.
- 1.1.4 **Data Protection Legislation** means all applicable legislation, rules and regulations relating to the processing of personal data and privacy in the United Kingdom, including the Data Protection Act 2018 and the UK GDPR (as defined in the Data Protection Act 2018), together with all applicable guidance and codes of practice relating to the processing of personal data and privacy issued by the Information Commissioner's Office and/or any other relevant regulatory body from time to time.
- 1.1.5 **Early Years Providers** means the Provider together with any other eligible organisations within the Council's administrative area providing registered childcare and which have or would be eligible to enter into this Agreement with the Council in their own right.
- 1.1.6 **EIR** means the Environmental Information Regulations 2004.
- 1.1.7 **EYFS** means the Early Years Foundation Stage statutory framework issued by the Department for Education and as may be updated or amended from time to time.
- 1.1.8 **EYPP** means the Early Years Pupil Premium as set out in clause 9.
- 1.1.9 **FOIA** means the Freedom of Information Act 2000.
- 1.1.10 **Funded Early Education for 2 year olds** means the funded early education of eligible 2 year olds in accordance with the Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014.
- 1.1.11 **Funded Entitlements** has the meaning given in clause 5.1 and includes Funded Early Education for 2 year olds, the Universal Entitlement and the Working Parent Entitlement under the Childcare Act 2006 and the Childcare Act 2016 and applicable regulations.
- 1.1.12 **Grace Period** means the limited period of time when Parents cease to meet the eligibility criteria for the Working Parent Entitlement upon reconfirmation and the Council will continue to fund a place for a child in line with the Statutory Guidance as set out in clause 12.
- 1.1.13 **Ofsted** means the Office for Standards in Education, Children's Services and Skills.
- 1.1.14 **Parents** means the individual or individuals who have parental responsibility for the child or who are responsible for arranging appropriate care of the child, whether through birth, adoption or recognised by law, and whether through early years childcare provision or other means.
- 1.1.15 **Parties** means the Provider and the Council together.

- 1.1.16 **Personal Data, Data Subject, Process, Processing, Personal Data Breach, Technical and Organisational Measures, Controller and Processor** shall have the meaning ascribed to them in the Data Protection Legislation.
- 1.1.17 **Provider** means the organisation or person who is listed in Part A of the table in Schedule 1.
- 1.1.18 **PVI sector** means private, voluntary and independent sector.
- 1.1.19 **SEND** means special educational needs and/or disabilities.
- 1.1.20 **Specified Grade** has the same meaning as paragraph A4.15 of the Statutory Guidance and the Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014.
- 1.1.21 **Staff** means all persons employed or engaged by the Provider in the provision of its services.
- 1.1.22 **Statutory Guidance** means the “Statutory Guidance for local authorities on the provision of early education and childcare” issued by the Department for Education and valid from 1 April 2026 and such other guidance issued by the Department for Education which may replace or supplement such guidance from time to time.
- 1.1.23 **Universal Entitlement** means the 15 hours of funded childcare available for 3 and 4 year old children until they reach Compulsory School Age.
- 1.1.24 **Working Parent Entitlement** means the funded childcare for qualifying children of eligible working parents.
- 1.2 The interpretation and construction of this Agreement is subject to the following provisions:
 - 1.2.1 words importing the singular meaning include, where the context so admits, the plural and vice versa;
 - 1.2.2 words importing the masculine include the feminine and neuter;
 - 1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;
 - 1.2.4 reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Agreement);
 - 1.2.5 references to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees; and

1.2.6 the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”.

1.3 The Schedules form part of this Agreement.

2 Duration

2.1 The period of this Agreement is from and including the Commencement Date and, unless it is terminated earlier or the period is otherwise varied in accordance with its terms, the Agreement shall expire on the 31 March in the calendar year immediately following the year of commencement.

3 Variation of the Agreement

3.1 The Council reserves the right to unilaterally vary this Agreement in order to reflect any changes in legislation, statutory guidance or requirements issued by the Department for Education. The Council will use reasonable endeavours to give the Provider advance notice prior to the implementation of such variation.

3.2 Subject to clauses 3.1 and 6.1.156.1.15, no amendment or variation of this Agreement shall have effect unless it is agreed in writing between the Parties and signed by or on behalf of the Council and the Provider.

4 Declaration

4.1 The Provider hereby declares that as at the Commencement Date, the Provider is included in the Council’s register of providers, within one of the following categories:

4.1.1 an early years provider other than a childminder registered on the Ofsted Early Years Register;

4.1.2 a childminder registered on the Ofsted Early Years Register;

4.1.3 a childminder or childcare provider registered with a childminder agency which is itself registered with Ofsted;

4.1.4 a school taking children aged 2 and over which are exempt from registration with Ofsted as an early years provider;

4.1.5 a school taking children under 2 which are separately registered on the Ofsted Early Years Register (including independent schools);

4.1.6 an independent school where the early years provision is inspected separately by an independent inspectorate.

- 4.2 The Provider will immediately notify the Council forthwith if the Provider ceases to fall within one of the categories narrated in clause 4.1.

5 Role and key responsibilities of the Council

- 5.1 The Council is under a statutory duty to secure a free early education and childcare place for every eligible child within the Council's administrative area with no mandatory charges for Parents (the **"Funded Entitlements"**).
- 5.2 The Council will work in partnership with Early Years Providers to agree how to deliver the Funded Entitlements places in the Council's administrative area.
- 5.3 The Council has set out its role and the Council's expectations from Early Years Providers in respect of the partnership working anticipated under clause 5.2, together with the support on offer locally to meet the needs of children with SEND, at the following web-address: https://www.glofamiliedirectory.org.uk/kb5/gloucs/glofamilies/family.page?familychannel=2_1.
- 5.4 The Council must contribute to the safeguarding and promote the welfare of children and young people in the Council's administrative area.
- 5.5 The Council shall comply with all relevant legislation and have regard to all relevant guidance issued by the Department for Education in respect of early years provision and childcare, including but not limited to the Statutory Guidance.

6 Key responsibilities of the Provider

- 6.1 The Provider must:
- 6.1.1 comply with all relevant legislation and have regard to all relevant guidance including guidance issued by the Department for Education in respect of early years provision and childcare applicable to the provider.
 - 6.1.2 deliver the Funded Entitlements consistently to all parents entitled to them and regardless of whether they opt to pay for optional services or consumables.
 - 6.1.3 ensure that children accessing the Funded Entitlements should receive the same quality and access to provision as set out in the Statutory Guidance.¹
 - 6.1.4 clearly communicate to Parents the details of the days and times that the Provider offers funded places, along with the Provider's optional services and charges.
 - 6.1.5 follow the EYFS.

¹ In particular, see A1.34, A1.36 and A1.37.

- 6.1.6 have appropriate safeguarding policies and procedures in place, including as set out in clause 7.
- 6.1.7 have arrangements in place to support children with SEND, including:
 - 6.1.7.1 a clear approach to identifying and responding to SEND;
 - 6.1.7.2 a process for checking and considering how the Provider can utilise and access additional funding, such as (but not limited to) Early Years Special Educational Needs Inclusion Funding and the Disability Access Fund to deliver effective support; and
 - 6.1.7.3 arrangements to make information available about their SEND offer to Parents.
- 6.1.8 obtain and at all times maintain throughout the duration of this Agreement, adequate and appropriate levels of insurance to cover all liabilities arising from the delivery of early years provision, including (but not limited to) public liability insurance, employer's liability insurance (where applicable), and any other insurance required by legislation, the Statutory Guidance, other official guidance issued by the Department for Education or reasonably required by the Council.
- 6.1.9 provide evidence of any insurance policy in place pursuant to clause 6.1.8 to the Council within five working days of a written request.
- 6.1.10 complete a parental declaration form in the form set out in Schedule 2 with each Parent to whom the Provider provides any services constituting or comprising the Funded Entitlements prior to the commencement of such services in accordance with clause 15.8.1.
- 6.1.11 carry out all obligations under this Agreement in a timely manner and with reasonable diligence, care and skill.
- 6.1.12 notify the Council of an individual with appropriate seniority and responsibility for the Provider and who will act as the Provider's representative to liaise with the Council in connection with the Funded Entitlements and to promptly notify the Council in writing of any change to this nominated representative.
- 6.1.13 submit all required documentation and information to the Council in accordance with clause 16 to enable the Council to manage delivery of the Funded Entitlements in its administrative area including payment under this Agreement where applicable.

- 6.1.14 ensure that any payments claimed for delivery of the Funded Entitlements match the hours of attendance agreed and utilised by the respective child's Parents, save as to any permissible absences under clause 17.4.1 and clause 17.4.3.
- 6.1.15 notify the Council in writing, and at the earliest opportunity, of any proposed or actual Change of Control of the Provider and provide any further information reasonably required by the Council to enable the Council to consider the impact of such a change on the Provider's eligibility and arrangements to hold and deliver the services under this Agreement.
- 6.1.16 The Council may seek further information from the Provider, vary the terms of this Agreement or terminate this Agreement where, in the Council's opinion, a change of ownership impacts the Provider's ability to meet the requirements of this Agreement.

7 Safeguarding

- 7.1 The Parties acknowledge the Council has the overarching responsibility for safeguarding and promoting the welfare of all children and young people in its administrative area and that the Council has a number of statutory functions under the Children Act 1989 and Children Act 2004 and as set out in detail in the statutory guidance titled "Working together to safeguard children".
- 7.2 In order to facilitate the Council's compliance with its safeguarding and welfare responsibilities, the Provider must:
 - 7.2.1 have clear safeguarding policies and procedures in place that link to the Council's existing procedures and guidance for recognising, responding, reporting and recording suspected or actual abuse;
 - 7.2.2 designate a lead practitioner to take responsibility for safeguarding and child protection;
 - 7.2.3 ensure all Staff have training to identify signs of abuse and neglect;
 - 7.2.4 have due regard to the statutory guidance titled "Working together to safeguard children"; and
 - 7.2.5 engage fully with local safeguarding partnerships in line with the statutory guidance "Working together to safeguard children" including completing and pro-actively using the "GSCP Safeguarding Audit – EYFS Section 3 Assurance Declaration" in line with the Gloucestershire Safeguarding Children's Partnership published arrangements.

8 Special educational needs and disabilities

- 8.1 The Council must strategically plan support for children with SEND to meet the needs of all children in its administrative area in line with the applicable "SEND Code of Practice 0 to 25 years".

8.2 Without prejudice to any other applicable obligation of the Provider under this Agreement, when supporting children with SEND, the Provider must:

- 8.2.1 ensure the Funded Entitlements are delivered to children with SEND free of charge with no mandatory additional costs or additional support costs attached to their Funded Entitlement hours or as a condition to access those hours;
- 8.2.2 have regard to the applicable SEND Code of Practice 0 to 25 years;
- 8.2.3 comply with all applicable duties under the Equality Act 2010 and EYFS regarding children with SEND and work with Parents to seek to remove barriers to such children accessing early education and childcare;
- 8.2.4 record evidence throughout the period of the Agreement and for a period of 6 years thereafter (which must be shared with the Council on written request within five working days) of how available additional funding (such as, but not limited to, Early Years Pupil Premium, Early Years Special Educational Needs Inclusion Funding and the Disability Access Fund), has been used to support eligible children;
- 8.2.5 be clear and transparent about the SEND support on offer by the Provider and make this information available to support Parents to choose the right setting for their child; and
- 8.2.6 consider the needs of all children with SEND at, or who may be able to attend, the Provider when carrying out business planning to support children with SEND including leadership, budgets and ensuring appropriate outcomes and standards of quality;
- 8.2.7 provide all reasonable information on the Provider's SEND provision required to demonstrate compliance with this clause 8.2 (which must be shared with the Council on written request within five working days), to enable the Council to ensure sufficiency of provision of childcare for children with SEND in the Council's administrative area.

8.3 The Provider may request support from the Council to enable children with SEND to access their entitlements by contacting the Council Early Years Service Advice Line (EYSadviceline@gloucestershire.gov.uk 01452 425959).

9 Supporting disadvantaged children

9.1 The Council promotes equality and inclusion, particularly for disadvantaged families, looked after children and children in need, by seeking to remove barriers of access to the Funded Entitlements and working with Parents to give each child support to fulfil their potential.

9.2 The Provider will identify any disadvantaged children in their setting and will be notified by the Council of those eligible for Early Years Pupil Premium (**EYPP**) via the termly funding payment statements issued in their Nursery Funding Portal accounts.

- 9.3 The Provider will use any EYPP and any locally available funding streams or support to improve outcomes for disadvantaged children. The funding rate for EYPP for 2026/27 is £1.15 per hour.

10 Quality

- 10.1 The EYFS is mandatory for all early years providers registered with Ofsted or with an Ofsted-registered childminder agency in England and for all schools that provide early years provision. The EYFS sets the standards that the Provider must meet to ensure that children learn and develop well and are kept healthy and safe. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of the Statutory Guidance and the EYFS.

- 10.2 The Council may only rely on:

10.2.1 the Ofsted (or an independent inspectorate where relevant) inspection outcome of the Provider; or

10.2.2 (where the Provider is a childminder agency) the Provider's reasonable opinion of the childminder, as the sole benchmarks of quality,

as set out in paragraph A3.12 of the Statutory Guidance, when securing quality for the Funded Entitlements.

- 10.3 The Council must secure information, advice and training² for Early Years Providers in its administrative area that meet the following criteria³ that is:

10.3.1 Those Early Years Providers registered on the Ofsted Early Years Register who are judged weaker than 'good' for overall effectiveness by Ofsted in their most recent inspection report (if the Early Years Provider was inspected on 9 November 2025 or earlier);

10.3.2 those Early Years Providers registered on the Ofsted Early Years Register who are graded 'not met' in safeguarding or weaker than 'expected standard' in leadership and governance by Ofsted in their most recent inspection report (if the Early Years Provider was inspected on or after 10 November 2025);

10.3.3 newly registered Early Years Providers on the Ofsted Early Years Register who have not yet had an inspection report published; and

10.3.4 those Early Years Providers on Part A (the compulsory part) of the Ofsted General Childcare Register who are assessed by Ofsted as not having met the requirements of registration or the requirements relating to their activities.

² As set out in paragraph D.1 of the Statutory Guidance

³ As set out in paragraph D.2 of the Statutory Guidance

- 10.4 The Council may only require the Provider to undertake training or quality improvement programme when the Provider has received a Specified Grade.
- 10.5 The Provider may also access the Council's comprehensive programme of support, guidance, and intervention to Early Years Providers aimed at helping to ensure high-quality provision for children and families.
- 10.6 Where the Provider has received a Specified Grade in an inspection report, the Provider will fully engage with either the Council's Early Years Improvement Programme or an equivalent quality improvement programme or undertake specified training recommended by the Council or an equivalent training package where such a quality improvement programme or training has been identified as necessary to address concerns raised in the inspection report.

11 Eligibility

- 11.1 The Provider must check original copies of documentation (such as, but not limited to, original birth certificates or passports for proof of identity and age) and must confirm whether a Parent meets the eligibility criteria (where relevant), including any applicable eligibility code, for the Funded Entitlements and that the child has reached the eligible age for the Funded Entitlements before the child commences their early learning place with the Provider under any of the Funded Entitlements. The Parent and child eligibility requirements referenced in this clause 11.1 are as follows:

- 11.1.1 The child has attained the relevant age for the Funded Entitlement and is eligible to use the Funded Entitlement in accordance with the following table:

Child has reached the relevant age (i.e. 9 months, 2, 3 or 4 years) for the Funded Early Education for 2 year olds, the Universal Entitlement or the Working Parent Entitlement between the following dates:	Eligible to use the Funded Entitlements from:
1 January to 31 March	Summer Term starting on or after 1 April
1 April to 31 August	Autumn Term starting on or after 1 September
1 September to 31 December	Spring Term starting on or after 1 January

and

- 11.1.2 The Parent has applied for any applicable eligibility code before the relevant deadline, the eligibility code is valid and has an applicable start date as follows:

Where the Funded Entitlement is sought for the following term:	The eligibility code starts on or before the preceding:
Autumn term	31 August
Spring term	31 December
Summer term	31 March

- 11.2 The Provider must retain paper or digital copies of documentation of checks conducted pursuant to clause 11.1 to enable the Council to carry out audits and any fraud investigations throughout the period of the Agreement and for a period of 6 years thereafter. The Provider must establish and maintain robust frameworks to ensure good data-processing practice and must, at all times, comply with the Data Protection Legislation when processing any Personal Data under this Agreement.
- 11.3 The Provider will offer places for Funded Early Education for 2 year olds on the understanding that the child remains eligible for Funded Early Education for 2 year olds regardless of whether their family circumstances change, until they become eligible for the Universal Entitlement.
- 11.4 Where a child is eligible for both the Working Parent Entitlement and Funded Early Education for 2 year olds, the Provider will ensure the child receives their first 15 hours of funding under the Funded Early Education for 2 year olds and then 15 hours of the Working Parent Entitlement.
- 11.5 In addition to clause 11.1 in respect of original documentation, the Provider must acquire:
- 11.5.1 the eligibility code for the Working Parent Entitlement, which is the child's unique 11-digit number;
 - 11.5.2 a written consent from, or on behalf of, the Parent to be able to receive confirmation and future notifications from the Council of the validity of the eligibility code for the Working Parent Entitlement
- (except where the child is in foster care, where the process for application and reconfirmation shall be managed by the Provider and the Council separately).
- 11.6 Once the Provider has received written consent from the Parent, the Provider must verify the eligibility code with the Council using the Council's Nursery Funding Portal as quickly as possible and before offering the child a Funded Entitlements place. The Council will confirm the validity of eligibility codes through the Nursery Funding Portal to ensure that each child who takes up a place is eligible to do so and to provide certainty to the Parent and to the Provider who can then provide the Funded Entitlements if eligible.
- 11.7 The Council provides the Nursery Funding Portal as a validity checking service for the Provider to enable them to verify eligibility codes. The Council will use the Nursery Funding Portal to enable instant

checks for code validity, to undertake periodic audit checks of eligibility codes for children who qualify for the Working Parent Entitlement in line with the Statutory Guidance and enable the Council to notify a Provider where a Parent has fallen out of eligibility and inform the Provider of the Grace Period end date for the Working Parent Entitlement.

12 Grace Period

- 12.1 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 which may be the Council).
- 12.2 The Council will notify the Provider when a child has entered the Grace Period through the expiration dashboard in the Nursery Funding Portal. The Grace Period end date will automatically be applied to all eligibility codes.
- 12.3 The Council will continue to fund a place for a child in the Grace Period in line with the Statutory Guidance. The Provider should ensure Parents are aware they may also be entitled to Funded Early Education for 2 year olds or the Universal Entitlement if they cease to meet the eligibility criteria for the Working Parent Entitlement.
- 12.4 In line with the Statutory Guidance A1.26, where a child has entered the Grace Period, funding for the Working Parent Entitlement cannot be claimed by the Provider for the first time, either where the Grace Period has started before the child has taken up a place with the Provider or if a Parent seeks to move their child to the Provider during the Grace Period.
- 12.5 The Provider will remind Parents to reconfirm their eligibility codes before the end of the validity period, not the Grace Period end date. The Provider is responsible for reviewing the expiration dashboard in the Council's Nursery Funding Portal to identify those codes approaching their expiration date.
- 12.6 The Council will consider:
 - 12.6.1 extending the Grace Period for a short period of time or
 - 12.6.2 enabling Parents to move to the Provider during the Grace Period

in exceptional circumstances that are outside of the Parent's control, such as, but not limited to, where the Parent has been forced to leave their home and paid employment or where the Parent is a victim of domestic abuse or other serious crime. Requests for such consideration must be made to the Council with supporting reasons and evidence.

13 Flexibility

- 13.1 Provision of the Funded Entitlements by the Provider must be offered within the national parameters on flexibility as set out in paragraph A2.4 of the Statutory Guidance including:

- 13.1.1 No session to be longer than 10 hours;
 - 13.1.2 No minimum session length (subject to the requirements on the Ofsted Early Years Register);
 - 13.1.3 Not before 6:00am or after 8:00pm; and
 - 13.1.4 A maximum of 2 sites in a single day.
- 13.2 The Provider must not create artificial breaks in provision or impose conditions that prevent Parents from accessing their child's Funded Entitlements, as set out in paragraph A2.5 of the Statutory Guidance.
- 13.3 The Provider will work with the Council to support them to secure sufficient stretched and flexible places to meet parental demand in the administrative area and share information about the times and days / periods at which they are able to offer the Funded Entitlements. The Provider must make this information available on:
- 13.3.1 the Provider's website if the Provider has one; or
 - 13.3.2 any website maintained or nominated by the Council for this purpose⁴
- And, in any event on the Self Update Provider Portal provided by the Council to Early Years Providers, and reconfirm its accuracy each term.
- 13.4 The Provider will publish the Provider's admissions criteria so that Parents can make an informed choice of Early Years Provider in the Council's administrative area.
- 13.5 Where a child receives their Funded Entitlement across more than one Early Years Provider, the Provider:
- 13.5.1 must ensure that no child exceeds the statutory maximum to which they are entitled under the Funded Entitlements.
 - 13.5.2 acknowledges that Parents can choose to have funding apportioned across up to two settings per day.
 - 13.5.3 acknowledges that it is their responsibility, and that of any other Early Years Provider involved, to liaise with Parents to ensure that the hours claimed for the Funded Entitlements are accurate.

⁴ Currently www.glosfamiliesdirectory.org.uk

- 13.5.4 agrees that where conflicting or overlapping claims are submitted by the Provider and another Early Years Provider involved, the Council reserves the right to allocate funding in accordance with the standard apportionment calculator as it sees fit.

14 Partnership working

- 14.1 The Council will support partnerships between:
- 14.1.1 Local authorities (including the Council) and early years providers (including the Provider);
 - 14.1.2 Providers (including the Provider) working with other providers, including childminders, schools and organisations;
 - 14.1.3 Providers (including the Provider) and parents;
 - 14.1.4 Local authorities (including the Council) and parents.
- 14.2 The Council shall promote partnership working between different types of early years providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
- 14.3 The Provider shall work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. The Early Years Toolkit⁵ has been developed to help the Provider set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring.
- 14.4 The Provider will 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 Early Years Providers to ensure a smooth transition for the child.

15 Charging and transparency

- 15.1 The Provider will provide delivery of the Funded Entitlements within the national criteria on charging practices set out in paragraphs A1.31 to A1.44 of the Statutory Guidance.
- 15.2 The Parties acknowledge government funding is intended to deliver 15 or 30 hours a week of free, quality, flexible childcare, and these hours must be accessible to all Parents completely free of charge. The Provider must not apply any mandatory charges to Parents in relation to these hours.
- 15.3 Subject to ensuring that the following charges are optional, itemised and not a condition of accessing the Funded Entitlements, the Provider may charge for:

⁵ Currently <https://childcareworks.org.uk/early-years-toolkit/topics/> The Council will notify providers if and when this location changes.

- 15.3.1 Consumables to be used by the child, such as nappies or sun cream;
 - 15.3.2 Meals and snacks consumed by the child;
 - 15.3.3 Extra optional activities such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of EYFS.
- 15.4 The Provider may charge for additional, private paid hours according to their usual terms and conditions on the understanding that taking up private paid hours is not a condition of accessing a place under the Funded Entitlements.
- 15.5 The Provider must publish on the Provider's website and/or on the Council's nominated website⁶ details of its fees and chargeable extras, including providing Parents with reasonable alternatives to additional charges for Parents who choose not to purchase optional extras. The Provider will ensure clear, up-to-date and transparent information is available and easily accessible to Parents to make an informed choice of Early Years Provider and throughout their time at their setting, both when first accessing provision or using the Funded Entitlements. The Provider must ensure Parents understand which hours/sessions can be taken as free provision, what optional extras are available to them, and the types of reasonable alternatives they have if they choose not to take up these extras.
- 15.6 The Provider is permitted to charge Parents a reasonable refundable deposit, which must be returned in full within a reasonable timescale of a child taking up their Funded Entitlements place. The Provider may retain the deposit if the Parent does not take up their place.
- 15.7 All charging arrangements, including any chargeable extras and the agreed funded hours pattern, must be confirmed and agreed by both the Provider and the Parent before the child takes up a Funded Entitlements place.
- 15.8 The Provider must ensure that:
- 15.8.1 a parental declaration form in the form set out in Schedule 2 is completed and signed by the Parent and the Provider for each funding period in respect of every child who is claiming the Funded Entitlements, before the child first takes up their Funded Entitlements place.
 - 15.8.2 each completed parental declaration form sets out clearly the hours attended each day, includes any use of a stretched entitlement, the total number of funded hours to be claimed and the number of additional privately paid hours and the fees for those private hours per week.

⁶ Currently www.glosfamiliesdirectory.org.uk

- 15.8.3 the Provider regularly reviews their parental declarations with Parents to ensure the planned hours agreed with Parents remain accurate and align with the actual number of hours taken up by the child.
- 15.8.4 Parents are aware that when a child attends more than one setting, a separate parental declaration form must be completed with each Early Years Provider and that in accordance with clause 13.5.4 the Council reserves the right to allocate funding for conflicting or overlapping claims as the Council sees fit. All such forms must:
 - 15.8.4.1 show all the Early Years Providers' names involved in the child's care and the total number of hours being taken up at each provision and the hours to be claimed at each setting.
 - 15.8.4.2 demonstrate that claims do not exceed their total entitlement under the Funded Entitlements across multiple Early Years Providers and/or counties.
- 15.8.5 Parental declaration forms must be retained by the Provider for a minimum period of 6 years plus the current financial year, as a financial record.
- 15.9 It is the responsibility of the Provider to ensure they have robust contracts in place that detail all aspects of a Funded Entitlements placement including notice periods and their debt recovery policy for any outstanding fees and that Parents are aware of the contract before accepting a Funded Entitlements place.
- 15.10 The Provider must ensure that all invoices and receipts issued to Parents are clear, transparent, and fully itemised as set out in paragraphs A1.42 of the Statutory Guidance so that Parents are able to see that their Funded Entitlement has been delivered completely free of charge and understand any fees charged for additional hours, meals, or consumables. Invoices and receipts must include the Provider's name, address, and contact details to support audit processes and verification for Parents in receipt of Universal Credit.
- 15.11 The Provider must deliver the Funded Entitlements consistently, so that all children accessing any of the Funded Entitlements receive the same quality and access to provision, regardless of whether their Parents choose to pay for additional hours, voluntary extra services, meals or consumables. Provision must always continue to meet the standards of the EYFS, whether or not the Parent pays for optional extras.
- 15.12 The Council must take all steps available to ensure that the Funded Entitlements are available free of charge and that Early Years Providers do not charge Parents for the following in connection with the Funded Entitlements:

- 15.12.1 Top-up fees, namely any difference between a provider's normal charge and the funding received from the Council to deliver places under the Funded Entitlements.
- 15.12.2 The supply of or use of any materials necessary for the effective delivery of the EYFS including but not limited to craft materials, crayons, paper, books, instruments, toys and other necessary equipment or learning resources.
- 15.12.3 Business running costs, including but not limited to, rent or mortgage payments, Staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water.
- 15.12.4 Non-refundable registration fees as a condition of taking up a child's Funded Entitlement place.
- 15.12.5 Non-refundable deposits as a condition of taking up a child's Funded Entitlement place.
- 15.12.6 Non-refundable retainer fees in relation to Funded Entitlement places.
- 15.12.7 Additional support costs for children with SEND in line with clause 8.2 as part of their Funded Entitlement hours or as a condition of accessing a Funded Entitlements place.
- 15.12.8 General charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the Funded Entitlement hours.
- 15.13 The Provider is responsible for its own policy and procedures in respect of fees for non-eligible children whose funding claims cannot be met by the Council.

16 Business planning

- 16.1 The Provider must provide all such documentation as required by the Council and notified to the Provider, within the timeframes set out by the Council at the point of notification, and timely and accurate census returns, to enable and support the payment and delivery of the Funded Entitlements.
- 16.2 It is the responsibility of the Provider to:
 - 16.2.1 ensure that all required information (including, but not limited to, headcount data, census data, parental declaration forms, and invoices) is submitted accurately and on time in line with the Council's financial guidelines to the Council via the Self Update Provider Portal. Failure to comply may result in inaccurate, delayed, or suspended funding.
 - 16.2.2 maintain accurate financial and non-financial records relating to places under the Funded Entitlements and the Provider will give the Council access on reasonable notice to all financial and non-financial records relating to Funded Entitlement places funded under the Agreement, subject to confidentiality restrictions.

- 16.2.3 maintain an appropriate bank account (which must be in the name of the business, except where the Provider is a childminder) and to ensure the correct details have been provided to the Council to receive funding for provision of the Funded Entitlements.
- 16.2.4 promptly notify the Council of any changes to their bank account details.
- 16.2.5 provide reasonable assistance to the Council to enable the Council to validate and verify Funded Entitlements claims for funding.

17 Funding

- 17.1 For the financial year 2026/2027, the Council will fund Early Years Providers for Funded Entitlement places as follows:

9 – 24-month-olds funding rate for Working Parent Entitlement	£10.80 per hour	Eligibility criteria applies
2 year-olds funding rate for Working Parent Entitlement	£7.91 per hour	Eligibility criteria applies
Funded Early Education for 2 year olds funding rate	£7.91 per hour	Eligibility criteria applies
3 and 4 year old funding rate for Working Parent Entitlement	£5.64 per hour	Eligibility criteria applies
3 and 4 year-olds Universal Entitlement funding rate	£5.64 per hour	Up to 15 Universal Hours available for all 3 and 4 year olds – no criteria applies
Deprivation payments (if eligible)	£0.13p per hour	Automatically calculated based on hours claimed and children's postcodes linked to the deprivation index
Early Years Pupil Premium – EYPP (if eligible)	£1.15 per hour	Automatically calculated based on parent/carers details held by DWP
Disability Access Fund – DAF (if eligible)	£975 per year	Eligibility criteria applies

- 17.2 The Council will pay the Provider for provision of services to deliver the Funded Entitlements on a monthly basis in accordance with the terms set out in, and for the duration of, this Agreement, subject to:
- 17.2.1 the Provider continuing to meet with the requirements of the declaration in clause 4 above; and
- 17.2.2 any deductions permitted in accordance with clause 17.3.
- 17.3 Subject to clause 17.9, the Council may withhold, reclaim or require immediate repayment from the Provider of any or all funding due under this Agreement if:
- 17.3.1 the Provider fails to return a signed copy of this Agreement by the date specified by the Council, the Council reserves the right to suspend payment of any further funding and

reject future claims for Funded Entitlements funding by the Provider until it is in receipt of a copy of the Agreement correctly signed by the Provider;

- 17.3.2 the Council has made a payment to the Provider in error and/or in excess of what was due by the Council to the Provider for the Funded Entitlements;
- 17.3.3 the Agreement is terminated or in the process of being terminated in accordance with the terms of this Agreement;
- 17.3.4 the Provider has failed to use any part of the funding provided to them for providing the Funded Entitlements in accordance with the terms of this Agreement;
- 17.3.5 in the reasonable opinion of the Council, the Provider is in breach of the terms of this Agreement, including (but not limited to) any requirements as to provision of services, record keeping and information submissions;
- 17.3.6 in the reasonable opinion of the Council, the Provider is in financial difficulty and is unlikely to be able to pay its debts when they fall due;
- 17.3.7 the Provider closes during a funded period and there are outstanding funding reclaims.

17.4 The Council will not withhold, reclaim or require repayment of funding for:

- 17.4.1 irregular or occasional absences of a child within a funded period in line with the Statutory Guidance (for example due to sickness, family emergencies, or arriving late or leaving early);
- 17.4.2 for short term closures beyond the Provider's control (for example due to elections, damage to the premises, or strike action);
- 17.4.3 up to two weeks of holiday within a single funding period; or
- 17.4.4 funding for a period of up to two weeks in cases where Parents do not give their correct notice period when leaving the setting.

17.5 Funding will be paid directly into the Provider's bank account (via BACS).

17.6 The Council shall use reasonable endeavours to make payment of the funding in accordance with its published timetable. The Council shall not be liable for any indirect or consequential losses (including loss of profit or revenue) arising from any delay in payment.

17.7 The Council may at its sole discretion charge the Provider fees for additional administrative costs due to late or incomplete information provided by the Provider. The Council will not charge the Provider disproportionate penalties for providing late or incomplete information leading to additional administration in the processing of the Funded Entitlements. Any charges will be reasonable and

proportionate to the inconvenience or costs incurred to the Council as a result of the lateness and the Council will ensure charges are clearly communicated to the Provider.

17.8 The Provider is responsible for:

- 17.8.1 making all headcount and amendment claims online via the Council's Nursery Funding Portal, when prompted via e-mail.
- 17.8.2 ensuring they have read and are compliant with the submission declaration on the Nursery Funding Portal prior to submitting any information. If the Provider fails to do so the Council has a discretionary right to require repayment of any funding claimed.
- 17.8.3 (where the Provider is an independent setting), notifying the Council of the breakdown of the number of weeks the Provider wishes to claim before the start of each academic year. If the breakdown is not received the default number of weeks for independent settings is 11 funded weeks per term.
- 17.8.4 ensuring due completion of parental declaration forms in accordance with the terms of this Agreement.
- 17.8.5 ensuring hours attended and hours claimed match those shown in the register of attendance held by the Provider. For the avoidance of doubt, Early Years Providers must not fraudulently claim hours beyond those agreed in their contract with Parents. Registers may be inspected as part of compliance audits in accordance with the terms of clause 18.
- 17.8.6 ensuring that they have requested and retain evidence of a child's eligibility to the Funded Early Education for 2 year olds scheme before offering them a funded place. For the avoidance of doubt, where eligibility has not been obtained and confirmed, the Council has no duty to pay funding to the Provider for hours attended by the child under the Funded Early Education for 2 year olds scheme at their setting.
- 17.8.7 ensuring no funding for Funded Entitlements is claimed once a child is on a school's register of attendance and Parents have accepted the school place, including where a child is being phased in at the beginning of the school's reception year.
- 17.8.8 ensuring no funding for Funded Entitlements is claimed once a child reaches Compulsory School Age, when a child must start full-time education.
- 17.8.9 informing the Council of any regular or concerning patterns of non-attendance by a child of their setting (including for long term sickness), so that the child's place can be reviewed ahead of the following funded period.
- 17.8.10 notifying the Council where:

17.8.10.1 a child has not attended for a continuous period of three weeks, or

17.8.10.2 a child's attendance falls below 80% over a three-week period.

17.8.11 demonstrating that the Provider is engaging with Parents and any relevant professionals to support the child to regularly access their funded place under the Funded Entitlements.

17.9 The Council will not claim back funding for a period of up to two weeks in cases where Parents do not give their correct notice period when leaving an Early Years Provider setting. Where the Provider is the new setting, funding under the Funded Entitlements for this period cannot be claimed for this period by the Provider if it exceeds the Parents' entitlement under the Funded Entitlements and Parents can be charged for any non-funded hours in this overlap period in line with any agreements in place with the Provider.

17.10 The Provider must arrange for completion of a funding amendment form in the Nursery Funding Portal (including liaison with the Parents to enable completion as applicable):

17.10.1 to enable funding to be transferred between Early Years Providers when a child changes provision.

17.10.2 if a child is accessing less than their full Funded Entitlement, and a Parent agrees with the Provider to increase the number of hours attended up to their maximum entitlement at any point in the funding period.

17.10.3 if a child is reducing their hours, and a Parent agrees with the Provider to decrease the number of hours under the Funded Entitlements at any point in the funding period.

17.10.4 where a child moves into the Council's administrative area during the term or starts or leaves the Provider later in the term.

In each case, the Provider must enter the revised dates, funded weeks and hours onto the Nursery Funding Portal and retain the completed forms at the setting. The funding will then be adjusted accordingly by the Council.

17.11 The Council will provide assistance to Early Years Providers with amendments, apportionments and stretched funding claims through available funding calculators and provision of funding information regarding the Funded Entitlements on the Council's website and the Council's "Early Years Funding FAQ's" document.

18 Compliance

18.1 The Provider must deliver the Funded Entitlements to all eligible children and Parents in accordance with the requirements set out in the Agreement, the Statutory Guidance and other statutory requirements.

- 18.2 The Council will carry out regular checks and/or audits to ensure compliance by the Provider with the requirements of delivering and recording delivery of the Funded Entitlements in line with this Agreement and the Statutory Guidance (including checks that funding claims for Funded Entitlements have been submitted accurately, such as that claims are in accordance with the parental declarations and attendance registers) and to enable the Council to have assurance that it is meeting its statutory and operational requirements.
- 18.3 Audits will be undertaken at intervals that the Council deems necessary, taking into account the nature or number of any concerns, complaints or compliance issues identified or raised with the Council and evidence of any suspected breaches of the Agreement.
- 18.4 The Council may seek written representations from the Provider on any issue arising out of the Provider's compliance with this Agreement and/or, upon written request to the Provider, require any or all of the following documents from the Provider within five working days of the request:
- 18.4.1 Completed, signed, and dated parent declaration forms;
 - 18.4.2 Attendance Registers and records;
 - 18.4.3 Funding Policy (including delivery model);
 - 18.4.4 Admissions Policy and information;
 - 18.4.5 Fee and pricing structure;
 - 18.4.6 Invoices; and
 - 18.4.7 Any other documents the Council deems necessary for checking and auditing the provision of the Funded Entitlements.
- 18.5 Where the Council identifies discrepancies or breaches of any of the terms of this Agreement, the Council will consider each case on its individual merits, including the nature of the discrepancies or breaches, how and why these differences or breaches have arisen and how they may be rectified, the evidence and severity of the issue and whether it is a persistent or isolated. At its sole discretion, the Council may:
- 18.5.1 provide advice and support to the Provider to improve compliance, subject to the limits within the Statutory Guidance;
 - 18.5.2 carry out further audits and/or checks;
 - 18.5.3 require further information and reporting from the Provider to monitor future compliance;
 - 18.5.4 exercise any of its rights to withhold, reclaim or require repayment of funding payable or paid under this Agreement;

- 18.5.5 exercise any of its rights to terminate this Agreement; and/or
- 18.5.6 issue the Provider a warning notice specifying the conduct which appears to the Council to constitute a failure to comply with this Agreement and, where the conduct is continuing, require the Provider to take specified action to secure compliance with the Agreement within a specified time and/or provision of information to the Council to demonstrate compliance by the end of that period.

19 Termination and withdrawal of funding

- 19.1 If a Provider decides to withdraw from delivering the Funded Entitlements and to thereby terminate this Agreement, the Provider must give the Council and the Parents of children at their setting a minimum of one early learning terms' notice (the early learning terms consisting of the autumn, spring and summer terms).
- 19.2 The Council may, at its absolute discretion, withhold or reclaim funding for the Funded Entitlements to the Provider or require such funding to be repaid and/or terminate this Agreement immediately upon service of written notice to the Provider that the Council has reasonable grounds to believe the Provider:
 - 19.2.1 has had its registration by Ofsted or a childminder agency suspended or removed;
 - 19.2.2 has received the Specified Grade;
 - 19.2.3 is in breach of any safeguarding requirements or a safeguarding issue has occurred which the Council considers places a child or children at risk of harm;
 - 19.2.4 is no longer eligible to provide the Funded Entitlements;
 - 19.2.5 has made any material misrepresentation prior to entering this Agreement or committed any act of fraud or falsification of records made or kept for the purpose of claiming funding for the Funded Entitlements;
 - 19.2.6 has committed a serious breach of the Statutory Guidance, such as imposing mandatory charges or a condition to access the Funded Entitlements.
 - 19.2.7 has failed to comply with a warning notice issued under clause 18.5.6;
 - 19.2.8 has committed a material breach or following reasonable notice of a non-material breach has failed to resolve the breach within the Council's specified timescale;
 - 19.2.9 has undergone a Change of Control which in the Council's opinion impacts its ability to meet the requirements of this Agreement, as per clause 6.1.156.1.14;

- 19.2.10 becomes insolvent, is unable to pay its debts as they fall due, enters into any arrangement with its creditors, or any step is taken for its winding-up, administration or receivership;
- 19.2.11 is guilty of any gross misconduct or guilty of any conduct which the Council reasonably considers to be prejudicial to the Council's interests.
- 19.2.12 falls within the termination provisions required by regulation 7 (Termination of the arrangements) of the Local Authority (Duty to Secure Early Years Provision Free of Charge) Regulations 2014 and regulation 46 (arrangements to provide for termination) of the Childcare (Free of Charge for Working Parents) (England) Regulations 2022.

19.3 In the event of termination of this agreement for any reason, the Provider shall:

- 19.3.1 provide to the Council a list of all Parents using the Funded Entitlements at the Provider within three working days of receiving notice of termination or within such timescales as may be agreed with the Council; and
- 19.3.2 otherwise cooperate with the Council to enable any outstanding matters under the Agreement to be dealt with or concluded in a satisfactory manner.

19.4 Termination of this Agreement shall be without prejudice to any accrued rights or remedies of the Parties up to the date of termination.

20 Appeals

20.1 Where the Provider wishes to appeal against the withholding or reclaiming of funding for the Funded Entitlements to the Provider or a requirement by the Council for such funding to be repaid, the Provider can appeal against this decision by notifying the Council at Eyfundings@gloucestershire.gov.uk explaining why the decision is unfair or made in error, within 14 days of the Council's contested decision. Following receipt of the email of appeal, the Council will notify the Provider within 14 days of a proposed date for an appeal hearing and the procedure and format of the appeal process (including the proposed Council representative who will determine the appeal who must be independent of the original decision) and invite the Provider and the Council representative who made the contested decision to submit any written evidence to support their position and the deadline by which such evidence must be submitted. Any evidence received will be circulated to relevant individuals at least 14 days before the appeal hearing date. The Provider will be notified of the appeal decision within 5 working days of the appeal hearing. The original decision will stand and may be implemented whilst the appeal procedure is underway.

20.2 The Provider may also make a complaint against the Council if applicable, which will be progressed through the Council's complaints policy, available at the Council's website, at the following web-address: <https://www.gloucestershire.gov.uk/council-and-democracy/complaints-and-feedback/complaints-about-children-and-young-peoples-services/>.

21 Limitation of Liability

- 21.1 Nothing in this Agreement shall operate to exclude, limit or restrict any Party's liability which cannot legally be limited by law.
- 21.2 Subject always to clause 21.1, neither Party shall have any liability under this Agreement whether in contract, tort (including negligence), breach of statutory duty, under an indemnity or otherwise, for any, in each case, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings or any consequential, indirect or special loss suffered or incurred arising out of or in connection with this Agreement.
- 21.3 Subject to clauses 21.1 and 21.2, the Council's total aggregate liability under or in connection with this Agreement shall not exceed the payments due and payable to the Provider for provision of the Funded Entitlements in accordance its terms.

22 Dispute Resolution

- 22.1 The Provider and the Council must make reasonable efforts to communicate and cooperate with each other with a view to resolving any dispute, which arises out of or in connection with the Agreement.
- 22.2 If a dispute arises under this Agreement, the Parties shall first refer it to their respective contract managers, who shall meet and attempt in good faith to resolve the matter within 10 working days.
- 22.3 If unresolved, the dispute shall be escalated to a senior representative of the Council and an equivalent senior representative of the Provider, who shall meet within a further 10 working days to seek resolution.
- 22.4 Neither Party may commence court proceedings until the escalation process above has been completed, except where urgent injunctive or protective relief is required, or where a claim must be raised to avoid expiry of a statutory limitation period.

23 Complaints and investigations

- 23.1 The Provider must establish and operate a complaints policy, including a procedure to manage any complaints regarding provision of Funded Entitlement places being contrary to the terms of this Agreement and the Statutory Guidance. This policy must be published and easily accessible for Parents on the Provider's website (if applicable) and details of the policy and how to access it must be displayed within the Provider's premises.
- 23.2 The Parties acknowledge that if a Parent has a concern regarding the Funded Entitlements:
- 23.2.1 the Parent should in the first instance discuss this concern with the Provider. The Provider will investigate the concern and seek to resolve it in accordance with their own complaints policy and in line with any terms and conditions in place with the Parent.

23.2.2 if the Parent considers that the concern relating to the Funded Entitlements is not fully resolved and the Parent has informed the Council at Eyfundings@gloucestershire.gov.uk of their concerns, the Council may decide to investigate the concern in accordance with the terms of this Agreement. However, for the avoidance of doubt, the Council cannot intervene in disputes concerning fees which do not relate to the Funded Entitlements. Disputes relating to any fees other than for Funded Entitlement places funded by the Council (such as additional childcare that has been paid for privately) are a private matter between the Provider and the Parent.

23.3 If a Provider or Parent is dissatisfied with the way in which their complaint has been dealt with by the Council, they may make a complaint to the Local Government Ombudsman, using the following web-address: <https://www.lgo.org.uk/>.

24 Data Protection

24.1 Both Parties shall comply with the Data Protection Legislation and this clause 24 and shall not by their act or omission cause the other Party to breach the Data Protection Legislation.

24.2 The Parties agree and acknowledge that the factual arrangement between them dictates the classification of each Party as controller in respect of the Data Protection Legislation and each Party agrees to comply with all obligations imposed on a Controller under the Data Protection Legislation.

24.3 The Parties shall only share Personal Data to the extent necessary for the purposes of this Agreement.

24.4 In relation to any data sharing under this Agreement, each Party agrees that it shall:

24.4.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Personal Data to the other Party;

24.4.2 Process the Personal Data it receives under this Agreement only for purposes relating to the Agreement;

24.4.3 not disclose or allow access to the shared Personal Data to anyone other than the Party from which it received the Personal Data;

24.4.4 ensure that its employees and other Staff who have access to any shared Personal Data are subject to written contractual obligations concerning the shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

24.4.5 ensure that it has in place appropriate Technical and Organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data; and

24.4.6 not transfer any shared Personal Data outside the United Kingdom.

24.5 Breach by a Party of clause 24 shall be deemed a non-remediable material breach of this Agreement and shall entitle the other Party to terminate the Agreement.

25 Freedom of Information and Transparency

25.1 The Provider acknowledges that the Council is subject to the requirements of FOIA and EIR. The Provider shall:

25.1.1 provide all assistance and cooperation reasonably requested by the Council to enable the Council to comply with its obligations under FOIA and the EIR;

25.1.2 transfer to the Council all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working days of receipt;

25.1.3 provide the Council with a copy of all information held on behalf of the Council that is requested in any FOIA or EIR request for information and which is in the Provider's possession or control. The information must be supplied within five (5) working days (or such other period as the Council may reasonably specify) and in the format required by the Council; and

25.1.4 not respond directly to any request for information addressed to the Council unless expressly authorised in writing to do so by the Council.

25.2 If a request for information received by the Provider appears to relate to information held by the Council, the Provider shall promptly inform the applicant in writing that the request should be directed to the Council.

25.3 Where the Council receives a request for information concerning this Agreement, the Council shall determine, in its absolute discretion, whether the requested information is to be disclosed or withheld in accordance with FOIA or the EIR.

25.4 The Provider acknowledges that the Council may, in accordance with FOIA, the EIR and the relevant Codes of Practice issued under section 45 of FOIA or regulation 16 of the EIR (as amended or replaced from time to time), be required to disclose information relating to the Provider or this Agreement:

25.4.1 in certain circumstances without consulting the Provider; or

25.4.2 following consultation with the Provider and having taken its views into account.

25.5 Where clause 25.3 applies, the Council shall take reasonable steps, where practicable, to notify the Provider in advance of disclosure, or otherwise draw the disclosure to the Provider's attention as soon as reasonably practicable after disclosure, to the extent permitted by law.

25.6 The Provider acknowledges that the Council may be required to publish certain information (including contract value, redacted copies of this Agreement, or performance-related data) under its statutory obligations relating to transparency (e.g. under the Local Government Transparency Code).

25.7 Prior to publication of information relating to this Agreement, the Council shall allow the Provider a reasonable opportunity to request redactions of genuinely commercially sensitive information, but the Council shall retain the final decision regarding what is to be disclosed

26 Bribery, Modern Slavery, Failure to Prevent Fraud and Applicable Laws

26.1 The Provider and any Staff must not do anything that gives or offers any kind of inducement or reward to any Council personnel in relation to this Agreement.

26.2 The Provider and any Staff shall comply with all applicable laws, statutes, regulations, guidance and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

26.3 The Provider and any Staff shall comply with all human rights and children's rights guaranteed under United Kingdom and any other applicable law, including but not limited to the Modern Slavery Act 2015 and Human Trafficking and Exploitation (Scotland) Act 2015.

26.4 The Provider and any Staff shall not engage in any activity, practice or conduct which would constitute fraud, including but not limited to a fraud offence under section 199(6) of the Economic Crime and Corporate Transparency Act 2023.

26.5 Without prejudice to clauses 26.1 to 26.4, in undertaking its obligations under this Agreement, the Provider shall comply with all applicable laws.

26.6 The Provider shall have and shall maintain appropriate and effective contracts, procedures and policies in place to ensure its compliance, and that of any Staff, with the obligations in this clause 26.

27 Assistance

27.1 If requested by the Council, the Provider shall provide any relevant information or assistance in connection with any legal inquiry, arbitration or court proceedings in which the Council may become involved, or any relevant disciplinary hearing internal to the Council, arising out of or in connection with the provision of the Funded Entitlements or any other of the Provider's obligations under this Agreement.

27.2 The Provider shall co-operate with any investigation of any complaint or other matter arising from actions of the Provider or connected with this Agreement (including but not limited to investigations by the Local Government Ombudsman or by or on behalf of the Council) and will comply with the Council's decisions relating to the outcome of such investigation.

28 Waiver

- 28.1 No failure to exercise or delay by the Council in exercising any right or remedy under this Agreement or by law shall constitute a waiver of such right or remedy or shall prevent any future exercise of such right or remedy by the Council in whole or in part and no waiver by the Council shall be effective unless in writing.

29 No partnership or agency

- 29.1 Nothing contained in this Agreement shall or shall be deemed to create any legal partnership or joint venture between the Council and the Provider.
- 29.2 Nothing in this Agreement shall be deemed to constitute authority for either of the Parties to act as the agent of the other. The Provider is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way bind the Council to the performance, variation, release or discharge of any obligations
- 29.3 Nothing contained in this Agreement shall or shall be deemed to create any direct legal relationship between the Council and contractors / childminders engaged by the Provider.

30 Assignment

- 30.1 The Provider shall not assign the benefit of this Agreement to any person without the prior written consent of the Council

31 Severability

- 31.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision is severed and the remainder of the provisions of this Agreement continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

32 Entire Agreement

- 32.1 This Agreement constitutes the entire contract between the Council and the Provider except as may be expressly referred or referenced in this Agreement. This Agreement supersedes all prior representations, submissions, negotiations or understandings with respect to provision of the Funded Entitlements, save that nothing in this Agreement purports to exclude liability for any misrepresentation or fraudulent statement, or act.

33 Third party rights

- 33.1 This Agreement does not create any right enforceable by any individual or body who is not a Party to this Agreement, except that a person who is the legally permitted successor or assignee of the rights of a Party to the Agreement is deemed to be a party to the Agreement.

34 Notices

- 34.1 All notices required by or relating to this Agreement shall be in writing and shall be sent by prepaid first class post, delivered by hand or email to the Parties at their address specified in Schedule 1 of this Agreement or to such other address as may be notified in writing.
- 34.2 All notices shall be deemed duly given on the second working day following the date of posting or, if delivered by hand or sent by email, immediately when the notice is transmitted.

35 Counterparts

- 35.1 This Agreement may be executed in any number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute the one agreement.

36 Governing Law and Jurisdiction

- 36.1 This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) is governed by and interpreted in accordance with English law and, subject to clause 20, the Parties submit to the exclusive jurisdiction of the English courts over any dispute, claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement (including non-contractual disputes or claims).

SCHEDULE 1: PARTIES

PART A	
The Provider	<i>[Insert registered name and address]</i> Email address for communications: VAT number <i>(if applicable)</i>: Charity number <i>(if applicable)</i>: Ofsted Unique Registration Number: Which is a <i>(select as appropriate)</i>: ☐ Early years provider other than a childminder registered on the Ofsted Early Years Register; ☐ Childminder registered on the Ofsted Early Years Register; ☐ Early years provider or childminder registered with a child minder agency which is itself registered with Ofsted; ☐ School which is exempt from registration with Ofsted as an Early Years provider. Also trading under the following names and at the following addresses <i>(if applicable)</i>:

	Providing the following early years entitlement funded schemes (<i>complete as appropriate</i>): ☐ 9 – 24 months old early years entitlement for working parents ☐ 2-year-olds early years entitlement for working parents ☐ Early Learning for 2-year-olds early years entitlement ☐ 3- & 4-year-olds universal early entitlement (first 15 hours) ☐ 3- & 4-year-olds early years entitlement for working parents (up to 30 hours)
PART B	
The Council	Gloucestershire County Council whose headquarters are at: Shire Hall Westgate Street, Gloucester GL1 2TG Email address for communications: Eyfunding@gloucestershire.gov.uk
PART C	
Commencement Date of Agreement	1 April 2026 (<i>edit as required</i>)
PART D	
Provider signature	By signing below, the Provider confirms that the Provider has read, understood, and agree to the terms of this Agreement. Signed for and on behalf of the Provider: By (<i>print name</i>): Position held at Provider (<i>The agreement must be signed by a person with power and authority to bind the Provider</i>): Date:
Council signature	Signed for and on behalf of the Council: SARAH HYLTON Head of Early Years and Childcare Service Gloucestershire County Council Date:

SCHEDULE 2: PARENT DECLARATION FORM



EARLY YEARS FUNDED HOURS ENTITLEMENTS

PARENT / GUARDIAN DECLARATION FORM: Terms AUTUMN / SPRING / SUMMER

IMPORTANT: PLEASE DO NOT COMPLETE WITHOUT REFERRING TO "GUIDANCE ON COMPLETEING THIS FORM"

NAME OF CHILDCARE PROVIDER:

CHILDS LEGAL SURNAME	CHILDS LEGAL FORENAME	DATE OF BIRTH	FULL ADDRESS	POSTCODE	GENDER

Child's Ethnicity (Please refer to Guidance Document)		Does your child have a My Plan / My Plan+ / EHCP?	
--	--	---	--

Do you want to stretch the funding? YES/NO		If yes, over how many weeks? (between 39 – 52)	
--	--	--	--

ATTENDANCE DETAILS (Please state ALL the providers and hours your child is attending and claiming)

SETTING NAME(S)	Please enter the total hours ATTENDED per day					TOTAL hours attended per week	Early Education for 2 year old hours CLAIMING per week (up to 15 hours)	UNIVERSAL hours for 3 & 4 year olds CLAIMING per week (up to 15 hours)	Working Parent Entitlement hours CLAIMING per week (up to 30 hours)
	Mon	Tues	Wed	Thurs	Fri				
A									
B									
C									
Total daily hours attended (must not exceed 10 hours)									

PARENT/GUARDIAN DECLARATION

I confirm that the information I have provided is accurate and true for all the providers my child attends and the hours they are accessing.

I understand and agree to the Early Years Funded Hours Entitlement Terms & Conditions as detailed in the Guidance Document.

In addition, I also agree that the information I have provided can be shared with the Local Authority and Department for Education, who will access information from other government departments to confirm my child's eligibility and enable this provider to claim Early Years Pupil Premium or the Extended Funding Entitlement.

NAME (Print)		DOB	
--------------	--	-----	--

NI/NASS NUMBER		WORKING PARENTS ELIGIBILITY CODE (*)	
----------------	--	--------------------------------------	--

SIGNED		DATE	
--------	--	------	--

(*) Deadline dates for applying for your eligibility codes are:
31st March - Summer term, 31st August - Autumn term, 31st December - Spring term