

FUNDING AGREEMENT

FOR

FREE EARLY YEARS PROVISION FOR UNDER TWO'S, TWO,

THREE AND FOUR YEAR OLDS

TO

PRIVATE, VOLUNTARY, INDEPENDENT AND

CHILDMINDING PROVIDERS (PVIC), ACADEMIES AND

SCHOOLS

--

CONTENTS

Introduction- About this Agreement	3
Section 1: The Agreement	5
Section 2: Terms and Conditions of Funding	8
Terms and Conditions	8
Key Council Responsibilities	8
Provider Key Responsibilities	9
Under Two year old Working Parent Funding	9
Two Year Old Disadvantaged Funding	9
Two Year Old Working Parent Funding	10
Universal EYFE Funding (3 & 4 year olds)	10
3 & 4 year olds Working Parent Funding	10
Core Offer for Funding the EYFE	10
Safeguarding	11
Eligibility	12
The Grace Period	12
Partnership Working	12
Special Educational Needs and Disabilities	13
Social Mobility and Disadvantage	13
Quality	13
Financial Requirements	14
Charging	15
Funding	16
Compliance	16
Withholding, Suspending and Repayment of EYFE Funding	16
Appeals Process	17
Complaints Process	17
Limitation of Liability	18
Insurance	18
Data Protection	18
Notices	25
No Partnership	26
Joint and Several Liability	26
Contracts (Right of Third Parties) Act 1999	26
Disclosure and Barring Service checks (DBS)	26
Duration	26
Termination	26
Governing Law	26
Freedom of Information	27
 Annex 1 - Provider Information and Declaration Form (for completion)	 28
Annex 2 – EYFE Bank Details Form (for completion)	30
Annex 3 - Data Protection Schedule	31
Annex 4 – Council’s EYFE Guidance	35

INTRODUCTION - ABOUT THIS AGREEMENT

This Agreement is for the funding and delivery of early years free entitlement provision and free childcare and is underpinned by the following legislation, regulations, statutory guidance, guidance, codes and codes of practice:

- Early education and childcare: Statutory guidance for local authorities (21 February 2025) which can be found at <https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2>
- Wakefield Council Early Years Free Entitlement Guidance for free early years provision for under two's, two, three and four year olds to private, voluntary, independent and childminding providers (PVIC), Academies and Schools version (July 2025) (EYFE Guidance);
- Childcare Act 2006;
- Childcare Act 2016;
- Equality Act 2010;
- School Admissions Code (May 2021);
- Statutory framework for the early years foundation stage: Setting the standards for learning, development and care for children from birth to five (January 2024) which can be found at:
- <https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2>
- The Childcare (Free of Charge for Working Parents) (England) Regulations 2022
- Special educational needs and disability code of practice: 0 to 25 years: Statutory guidance for organisations which work with and support children and young people who have special educational needs or disabilities (January 2015);
- Data Protection Act 2018; and
- The retained EU law version of the General Data Protection Regulation 2016 ((EU) 2016/679) ("**UK GDPR**").

This Agreement sets out the requirements that early years childcare providers in the private, voluntary, independent and childminding sectors ("**PVIC**") and Academy Schools, and Maintained Schools ("**Schools**") based in the Wakefield district must meet in order to be eligible for early years free entitlement funding ("**Early Years Free Entitlement**" or "**EYFE**") for the delivery of:

- ☐ Eligible under 2 year olds;
- ☐ Eligible 2 year olds under working parent entitlement and parents eligible for additional support;
- ☐ Universal Entitlement for 3 and 4 year olds;
- ☐ Working parent Entitlement for 3 and 4 year olds;
- ☐ Early Years Pupil Premium ("**EYPP**") for eligible funded children;
- ☐ Deprivation Funding
- ☐ Disability Access Fund ("**DAF**")

Funding will only be available to PVIC and Schools that have signed this Agreement.

This Agreement will be reviewed and updated from time to time to reflect any changes in legislation, regulations, statutory guidance, guidance, codes and codes of practice.

Any references to legislation, regulations, statutory guidance, guidance, codes and codes of practice will be to that legislation, regulations, statutory guidance, guidance, codes and codes of practice as amended, varied, supplemented and/or replaced from time to time.

This Agreement comprises:

Introduction: About this Agreement

Section 1: The Agreement

Section 2: Terms and Conditions of Funding

Annex 1: Provider Information

Annex 2: Early Years Free Entitlement Bank Details Form

Annex 3: Data Protection Schedule

Annex 4: Council's EYFE Guidance

SECTION 1: THE AGREEMENT

THIS AGREEMENT is dated when signed by both parties

PARTIES

(1) THE COUNCIL OF THE CITY OF WAKEFIELD of Wakefield One, Burton Street, Wakefield WF1 2EB (the “**Council**”)

(2)(name of provider)

(company number [.....]) (charity number [.....])

Of

.....

.....(principal business address)

Operating from

.....

..... (Address of premises to which this Agreement applies if different from the address above) (the “**Provider**”)

1. Definitions

In this Agreement except where context otherwise requires, the following words shall mean:

- 1.1 “PVIC” shall mean private, voluntary, independent and childminding sectors.
- 1.2 “Schools” shall mean Academy Schools, Maintained and Nursery Schools.
- 1.3 “DfE” shall mean the Department for Education.
- 1.4 “Early Years Free Entitlement” or “EYFE” shall mean early years free entitlement funding for the delivery of the following early years free entitlement provision:
 - ☐ Eligible Under 2 year olds;
 - ☐ Eligible 2 year olds under working parent entitlement and parents eligible for additional support;

- ☐ Universal Entitlement for 3 & 4 year olds;
- ☐ Working Parent Entitlement for 3 & 4 year olds;
- ☐ Early Years Pupil Premium (“**EYPP**”) for eligible funded children;
- ☐ Deprivation Funding; and
- ☐ Disability Access Fund (“**DAF**”).

Agreement

2.1 This Agreement is for Early Years Free Entitlement funding to the Provider for the delivery of Early Years Free Entitlement provision during the Term (defined at clause 133 of Section 2).

2.2 The Provider shall only claim Early Years Free Entitlement funding for and to deliver the Early Years Free Entitlement provision on the terms and conditions set out in Section 2 of this Agreement.

2.2 The Council may unilaterally vary this Agreement (including the EYFE Guidance (defined clause 3 of Section 2) at any time during the Term to reflect changes in legislation, regulations, statutory guidance, guidance, codes and codes of practice.

AGREED by the parties through their authorised signatory on the date set out at the head of this Agreement.

Signed:

For and on behalf of THE COUNCIL OF THE CITY OF WAKEFIELD

Print Name:

Print Position:

Date:

Signed:

For and on behalf of THE COUNCIL OF THE CITY OF WAKEFIELD

Print Name:

Print Position:

Date:

Signed:

For and on behalf of the Provider

Print Name:

Print Position:

Date:.....

Legal Status of the Provider (please tick):

Sole Trader ☐

Legal Partnership ☐

Charity ☐

Limited Company ☐

Maintained Nursery and Nursery School ☐

Academy ☐

Other ☐

If your legal status is Other please provide further details of your legal status here:

.....

Position:

☐ **I confirm that I am authorised to sign this Agreement on behalf of the Provider named above (please tick box)**

Please scan or photocopy and send the completed Agreement and other required documentation to: Wakefield Council - Early Years Finance Team, Floor 3, Wakefield One, PO Box 700, Burton Street, Wakefield, WF1 2EB or e-mail EarlyYearsFinance@wakefield.gov.uk

Note: Failure to return this Agreement correctly signed will result in your organisation being unable to claim and drawdown the subsequent Early Years Free Entitlement funding as detailed in this Agreement.

SECTION 2: TERMS AND CONDITIONS OF FUNDING

Terms and Conditions

1. The terms and conditions set out in Section 2 of this Agreement shall apply to the Early Years Free Entitlement (“**EYFE**”) funding for the delivery of:
 - Eligible Under 2 year olds;
 - Eligible 2 year olds under working parent entitlement and parents eligible for additional support;
 - Universal Entitlement for 3 & 4 year olds;
 - Working Parent Entitlement for 3 & 4 year olds;
 - Early Years Pupil Premium (“**EYPP**”) for eligible funded children;
 - Deprivation Funding; and
 - Disability Access Fund (“**DAF**”).

Key Council Responsibilities

2. The Council shall:
 - Ensure there are sufficient under two year old places available to support the statutory entitlement for eligible nine month to two year olds.
 - Ensure there are sufficient two year old places available to support the statutory entitlement for eligible two year olds.
 - Make available early years free entitlement provision for every three and four year old child within their area who wish to take up an offer of a universal place or a working parent place for eligible children.
 - Be clear about its role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (“**SEND**”) as well as its expectations of the Provider.
 - Contribute to the safeguarding and promote the welfare of children and young people in the Wakefield district.
3. The Council will:
 - Fund the Provider under the terms set out in the Council’s Early Years Single Funding Formula to deliver the minimum core offer of flexibility, as set out in the Council’s EYFE guidance (“**EYFE Guidance**”) detailed in Annex 4 of this Agreement and as amended from time to time.
 - Pay any funding to the Provider, to deliver the EYFE to the Provider’s bank account, details of which are set out in Annex 2 of this Agreement.
 - Act as a broker between overall parental demand and the Provider’s capacity to meet that demand.

Require the Provider complete a Parent Agreement Form (“**PAF**”) (as defined in the EYFE Guidance) with parents who use their setting, based on a commitment to an agreed pattern of flexible access to the free entitlement.

- Use reasonable endeavours to provide support to the Provider to achieve a Good or Outstanding Ofsted inspection standard.
- Ensure that a Provider who fails to meet the required standard (see the EYFE Guidance) is notified of the improvements required and any changes in funding arrangements in writing.
- Offer support, advice and challenge either through Council officers or commissioned services as appropriate.
- Offer advice on methods and standards to support the Provider to maintain a sustainable business.

Provider Key Responsibilities

4. The Provider shall at all times comply with the core principles for this Agreement which are derived from the Early education and childcare: Statutory guidance for local authorities (21 February 2025) ("**Statutory Guidance**").
5. The Provider shall at all times comply with all relevant legislation, regulations, statutory guidance, guidance, codes and codes of practice (including, but not limited to, the legislation, regulations, statutory guidance, guidance, codes and codes of practice listed in the 'Introduction - About this Agreement' within this Agreement) and insurance requirements.
6. The Provider must provide details and evidence to the Council on request that the person signing this Agreement for or on behalf of the Provider has the requisite authority and legal capacity to do so and is responsible in Law for the Provider's establishment and EYFE provision to be funded and delivered under this Agreement.
7. The Provider must offer the EYFE places at premises within the Wakefield district.

Under Two Year Old Working Parent Funding

8. The Provider must offer an eligible nine month to two year old a maximum of 1140 hours per year over no fewer than 38 weeks. A Provider offering less than 38 weeks must specify its weeks of operation in the Provider Information and Declaration Form set out in Annex 1 of this Agreement ("**Provider Information and Declaration Form**"). The Provider must not require that a parent take up the full entitlement at a single setting.

Two Year Old Disadvantaged Funding

9. The Provider must offer an eligible two year old a maximum of 570 hours per year over no fewer than 38 weeks. A Provider offering less than 38 weeks must specify its weeks of operation in the Provider Information and Declaration Form. The Provider must not require that a parent take up the full entitlement of 15 hours at a single setting.

Two Year Old Working Parent Funding

10. The Provider must offer an eligible two year old a maximum of 1140 hours per year over no fewer than 38 weeks. A Provider offering less than 38 weeks must specify its weeks of operation in the Provider Information and Declaration Form. The Provider must not require that a parent take up the full entitlement at a single setting.

Universal EYFE Funding (3 & 4 year olds)

11. The Provider must offer a maximum of 570 hours per year over no fewer than 38 weeks. A Provider offering less than 38 weeks must specify its weeks of operation in the Provider Information and Declaration Form. The Provider must not require that a parent take up the full entitlement of 15 hours at a single setting.
12. The Provider must ensure that parents are aware that it is unlawful to claim more than a total of 15 hours free entitlement regardless of the number of settings they attend.

3 & 4 year olds Working Parent Funding

13. The Provider must offer up to a maximum of 570 hours per year over no fewer than 38 weeks to an eligible parent. A Provider offering less than 38 weeks must specify its weeks of operation in the Provider Information and Declaration Form. The Provider must not require that a parent take up the full entitlement at a single setting.
14. The Provider must ensure that parents are aware that it is unlawful to claim more than a total of 15 hours working parent entitlement regardless of the number of settings they attend.

Core Offer for Funding the EYFE

15. The Provider must not offer EYFE sessions longer than 10 hours in a single day.
16. The Provider must not offer EYFE sessions before 6.00am or after 8.00pm.
17. The Provider must not offer EYFE sessions if the child is already accessing EYFE sessions at two other sites in a single day.
18. The Provider must not prescribe a minimum EYFE session length (subject to the requirements of registration on the Ofsted Early Years Register).
19. The Provider is permitted to offer EYFE sessions at weekends.
20. The Provider shall offer EYFE sessions in continuous blocks and avoid artificial breaks being created throughout the day, i.e. at lunchtime.
21. The Provider must deliver the free entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they voluntarily opt to pay for optional services or consumables. Consumables can include, but are not limited to nappies, creams, lunches and snacks, but must not include items specifically required to support a child's learning and development needs based on the relevant Statutory

framework for the early years foundation stage: Setting the standards for learning, development and care for children from birth to five (November 2024 ("**Statutory Framework**") <https://www.gov.uk/government/publications/early-years-foundation-stage-framework--2>. Those children accessing the free entitlements should receive the same quality and access to provision.

22. From 5th January 2026, parents invoices and receipts must be itemised into free entitlement hours, additional private hours, food charges, non food consumable charges and activities. Invoices and receipts must include the Provider's full details so they can be identified as coming from a specific provider.
23. The Provider must not attach conditions to a child's minimum free entitlement, i.e. attendance for more than the settings minimum session length, the purchase of additional hours, goods or services.
24. The Provider must give parents the option of providing their own consumables (defined at clause 21) and packed lunches.
25. A childminder must not claim EYFE funding for any dependent children, step-children or children of a relative.
26. The Provider must maintain detailed and up to date records of attendance for all children for whom the setting provides funded places including the actual dates and times of attendance.
27. The Early Years National Funding Formula ("**EYNFF**") provides that a deprivation supplement is paid against all hours claimed to eligible 2, 3 and 4 year old EYFE children who are defined as meeting the same criteria as free school meals.
28. The Early Years National Funding Formula ("**EYNFF**") states EYPP will be paid to all eligible EYFE children who meet the same criteria as free school meals. The first 570 EYFE hours will attract EYPP funding The Provider shall apply for the EYPP on a parent's behalf and use this funding to support eligible children in order to close the education attainment gap between the most disadvantaged and their peers.
29. The Provider must inform Ofsted and the Council whenever there is a change in the Provider's material particulars, i.e., change of manager, ownership or premises.

Safeguarding

30. The Provider must follow the Statutory Framework and have clear safeguarding policies and procedures in place that are in compliance with the West Yorkshire Consortium Inter Agency Safeguarding and Child Protection Procedures which can be found at: <https://westyorkscb.proceduresonline.com/index.htm> and <https://www.wakefieldscp.org.uk>
31. A designated safeguarding lead practitioner must take responsibility for safeguarding, attend face to face training on bi-annual basis and ensure that all employees and volunteers have up to date knowledge of safeguarding issues, any training made available by the Provider must enable staff to identify signs of possible abuse and neglect at the earliest opportunity, and to respond in a timely and appropriate way. A

copy of certificates must be made available to the Council on request as evidence of completing a full and relevant course.

32. The Provider must comply with *Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children* (July 2023)

Eligibility

33. The Provider must check original copies of documentation to confirm a child has reached the eligible age on initial registration for all free entitlements.
34. The Provider must retain copies of documentation as stated in the EYFE Guidance to enable the Council to carry out compliance checks and fraud investigations. Where a Provider retains a copy of documentation this must be stored securely and destroyed when there is no longer a good reason to keep the data in line with Council policy.
35. The Provider must offer places to two year olds eligible under the disadvantaged entitlement, on the understanding that once the child takes up provision they remain eligible until they take up the universal entitlement for 3 & 4 year olds.
36. The Council will ensure that a child has a place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the free entitlements, provided that the eligibility code remains valid.
37. The Provider must acquire the 11-digit Working Parent eligibility code, which is the child's unique code. Where the child is living with a foster carer, provided the foster carer is working outside fostering and the child's care plan allows the child to attend for 30 hours the Council will provide the foster carer with the 11-digit eligibility code to confirm their eligibility.
38. The Provider must verify the 11-digit eligibility code using the Council's online provider portal prior to agreeing that the parent can take up a place. The Council will complete audit checks of the 11-digit eligibility code on a regular basis but as a minimum at 6 fixed points in the year. The Council will notify a Provider through the on-line portal when a parent has fallen out of eligibility and inform them of the grace period end date.

The Grace Period

39. The Council will continue to fund a place for a child who enters the grace period as set out in the Statutory Guidance.
40. The Provider must comply with the grace period process set out in the EYFE Guidance.

Partnership Working

41. The Council will work towards securing strong partnerships with different types of providers to enable it to secure sufficient high quality places, in accordance with local market capacity, and meeting parental demand for flexibility.

42. The Provider will work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting.
43. The Provider will discuss and work closely with parents to agree how a child's overall care will work in practice when their free entitlement is split across different providers.

Special Educational Needs and Disabilities

44. The Council will support children with SEND to meet the needs of their local area as required in the Special educational needs and disability code of practice: 0 to 25 years: Statutory guidance for organisations which work with and support children and young people who have special educational needs or disabilities (January 2015) ("**SEND Code of Practice**") which can be found at:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/398815/SEND_Code_of_Practice_January_2015.pdf.
This will be clear and transparent within the Council's SEND Local Offer which can be found at: <https://wakefield.mylocaloffer.org/Home>
45. The Provider must ensure owners and all employees and volunteers are aware of their duties in relation to the SEND Code of Practice and the Equality Act 2010.
46. The Provider should be clear and transparent about the SEND support on offer at their setting and make information available about its offer to support parents to choose the right setting for their child with SEND.
47. The Provider must identify an inclusion co-ordinator/special educational needs co-ordinator who will operate an inclusion policy within the setting.
48. The Provider must work with the Council to ensure sufficient high quality places are available for children with additional needs.

Social Mobility and Disadvantage

49. The Council promotes equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to free places and working with parents to give each child support to fulfil their potential.
50. The Provider must ensure that it has identified the disadvantaged children in its setting as part of the process for checking EYPP eligibility. The Provider will also use EYPP and any locally available funding streams or support to improve outcomes for this group of children.

Quality

51. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of the Statutory Guidance and the Statutory Framework.
52. The Provider should have at least an Ofsted grade of 'Good' or 'Secure' in Leadership and Governance to offer EYFE for two year olds eligible under the deprivation criteria. Safeguarding must also be effective or 'met' under the new 2025 Ofsted framework

(exceptions may be made by the Council in areas of insufficient places where the safeguarding risk is low).

53. All registered early years providers should have at least an Ofsted grade of 'Requires Improvement' or above to offer EYFE for universal 3&4 year olds and all working parent entitlement (exceptions may be made by the Council in areas of insufficient places where the safeguarding risk is low).
54. All state funded schools should have an Ofsted grade above 'Requires Significant Improvement' to offer EYFE for universal 3&4 year olds and all working parent entitlement (exceptions may be made by the Council in areas of insufficient places where the safeguarding risk is low).
55. For providers registered with a childminder agency who have been judged as 'ineffective' by Ofsted the decision to remove EYFE will be made on a case by case basis.
56. The Council will provide information and advice on meeting the requirements of the Statutory Framework, meeting the needs of children with SEND and on effective safeguarding and child protection for providers.
57. The Provider must co-operate with the Council if judged by Ofsted as 'Requires Improvement' or 'Inadequate' and adhere to the 'Funding Process' flow chart detailed in the EYFE Guidance and at Appendix 2 of the EYFE Guidance.
58. The Provider must actively co-operate with the Council's officers to improve the quality of EYFE provision and accept advice and recommendations to promote continuous quality improvement.
59. Legislation enables the Secretary of State for Education to grant exemptions to Academies, in certain circumstances, from all or elements of the learning and development requirements which are set out in the Statutory Framework.
60. Legislation enables Academies to exempt individual children from all or part of the learning and development requirements in certain circumstances and with the agreement of the Council.
61. Legislation does not allow exemptions to be granted from any of the welfare requirements of the Statutory Framework as these deal with fundamental issues of child safety.

Financial Requirements

62. The Provider must submit timely and accurate information, including, but not limited to, headcount data, census data, vacancy information to support the delivery of EYFE and requests for information made under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIRs**") as per the financial guidelines of the Council. Failure to do so may result in inaccurate, delayed / suspended funding or a penalty charge.

63. The Provider must maintain accurate financial records relating to free entitlement places for six (6) years and should give the Council access on reasonable notice to all financial and non-financial records relating to free entitlement places funded under the this Agreement, subject to confidentiality restrictions.
64. As appropriate depending on the Provider's legal entity status, the Provider must/should maintain a specific bank account for the Provider's setting, details of which must be provided to the Council. The Council will only pay EYFE funding into this account. This account must be dual-signatory, except where the Provider is a sole trader.
65. The Provider must check the EYFE funding received against the number of children attending and inform the Council immediately and return any overpayments to the Council as and when required.
66. Where the Provider owes outstanding sums due and payable to the Council howsoever arising (for the avoidance of doubt including rent, rates, council tax, overpayment of EYFE funding or other grant funding), the Council shall not be under any obligation to pay future EYFE funding under this Agreement until such amounts have been settled or paid in full or at its sole discretion, where the Council is satisfied that a valid and enforceable agreement to pay such sums is in place between the parties.
67. The Provider will allow an inspection by officials from the Council or Government department or agency, to ensure that the Provider is using the EYFE funding paid to them for the provision of free places appropriately.
68. The Council will carry out audit regimes which will not be disproportionate or unnecessarily burdensome to providers.
69. The Provider must inform the Council of any impending change of circumstance which may prevent the Provider from delivering EYFE provision under this Agreement or otherwise complying with any of its terms and conditions.

Charging

70. The Provider will deliver the free entitlements consistently so that all children receive the same quality and access to provision, regardless of whether they opt to pay for additional hours, services, meals or consumables. As defined at clause 21, consumables can include, but are not limited to, nappies, creams, lunches and snacks, but must not include items specifically required to support a child's learning and development needs based on the Statutory Framework.
71. The Council will not intervene where parents choose to purchase additional hours of provision or additional services, providing that this does not affect the parent's ability to take up their child's free place.
72. The Provider must be completely transparent about any additional charges and ensure parents have itemised invoices and receipts that clearly identify who the Provider is. Parents must see that they have received their free entitlement completely free of charge and understand fees paid for additional hours.
73. The Provider must publish its admissions criteria and ensure parents understand which hours/sessions can be taken as free provision.

74. The Provider must not charge parents “top-up” fees (the difference between a provider’s usual fee and the funding they receive from the Council to deliver free places) or require parents to pay a registration fee as a condition of taking up their child’s free place.
75. The Provider may charge parents a deposit to secure their child’s funded place. This must be reasonable and be refunded within a month of the child taking up a place. If the parent does not take up the entitlement, then the Provider may retain the deposit. This must be stated in the Provider’s charging policy.
76. From January 2026, the cost of chargeable extras should be published on a provider website, or where they do not have a website, on the Local Authority Family Information Service Directory. Childcare providers caring for ten or fewer children at any one time are exempt from this responsibility.

Funding

77. For the duration of the Term, the Council will continue to pay the Provider monthly, on the 3rd day of each month. This will include monthly payments based on the estimated hours and a final termly payment to clear the balance. Any overpayment of funding **will** be recovered by the Council. Further information is given within the EYFE Guidance.

Compliance

78. The Provider must comply with audit checks as detailed in the EYFE Guidance.

Withholding, Suspending and Repayment of EYFE Funding

79. The Provider must not, without the prior written consent of the Council, assign or transfer in whole or in part or in any other way make over to any third party the benefit and/or burden of this Agreement or transfer or pay to any other person any part of the EYFE funding.
80. The EYFE funding shall be paid to the Provider in full. However, without prejudice to the Council’s other rights and remedies, the Council may at its discretion withhold or suspend payment of the EYFE funding and/or require repayment of all or part of the EYFE funding if:
- the Provider is suspended by Ofsted or is in breach of any statutory requirements or in the event of a safeguarding complaint/allegation being made against the Provider or any employee or volunteer of the Provider;
 - the Provider fails to comply with any of the terms and conditions set out in this Agreement;
 - any employee or volunteer of the Provider has
 - (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the EYFE provision, or
 - (b) taken any actions which, in the reasonable opinion of the Council bring or are likely to bring the Council’s name or reputation into disrepute;

- the Provider ceases to operate for any reason, or it passes a resolution (or any court or competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - the Provider becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.
81. Wherever under this Agreement any EYFE funding is to be repaid by the Provider (including any sum that the Provider is liable to pay to the Council in respect of any breach of this Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under this Agreement or under any other agreement or contract with the Council.
82. The Provider shall make any repayments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise. Should the Provider be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the EYFE provision or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the EYFE funding.

Appeals Process

83. The Provider may appeal against a decision made by the Council in relation to an application being denied to offer the free entitlements or funding being withdrawn, by following the process detailed in the EYFE Guidance.

Complaints Process

84. The Provider must ensure it has a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their free entitlement in the correct way, as set out in this Agreement and in the Statutory Guidance. The Provider must ensure that information prepared about its complaints procedure includes details of a parent's right to access to Council's complaints procedure.
85. In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution as set out in the EYFE Guidance.
86. In the absence of resolution, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

Limitation of Liability

87. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Provider running the EYFE provision, the use of the funding or from withdrawal of the funding. The Provider shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Provider in relation to the EYFE provision, the non-fulfilment of obligations of the Provider under this Agreement or its obligations to third parties.
88. Without prejudice to clause 83, the Council's liability under this Agreement is limited to the payment of the funding.

Insurance

89. The Provider shall at its own cost, effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Provider arising out of the Provider's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss (the **"Required Insurances"**).
90. The Required Insurances referred to above include (but are not limited to):
- Public Liability Insurance with a limit of indemnity of not less than five million pounds (£5,000,000.00) in relation to any one claim or series of claims; and
 - Employer's Liability Insurance with a limit of indemnity of not less than five million pounds (£5,000,000.00) in relation to any one claim or series of claims. The Provider shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

Data Protection

Definitions

In this Agreement, the following words shall have the following meanings:

Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation"	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy;
Data Protection Liability Cap	the amount specified in the Framework Award Form;
Data Protection Officer	has the meaning given to it in the UK GDPR;
Data Subject	has the meaning given to it in the UK GDPR;
Data Subject Access Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	the Data Protection Act 2018;

Law	Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision delivery of the EYFE provision or with which the Provider is bound to comply.
Processor Personnel	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under a Contract
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Status of the Controller

91. The parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under this Agreement dictates the status of each party under the DPA 2018. A Party may act as:

- “Controller” in respect of the other party who is “Processor”;
- “Processor” in respect of the other party who is “Controller”;
- “Joint Controller” with the other party;
- “Independent Controller” of the Personal Data where the other party is also “Controller”,

in respect of certain Personal Data under this Agreement and shall specify in Annex 3A (*Processing and Sharing Personal Data*) which scenario they think shall apply in each situation.

Where one party is Controller and the other party its Processor

92. Where a party is a Processor, the only Processing that it is authorised to do is listed in Annex 3A (*Processing Personal Data*) by the Controller.

93. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

94. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- a systematic description of the envisaged Processing and the purpose of the Processing;
- an assessment of the necessity and proportionality of the Processing in relation to the EYFE provision to be funded and delivered under this Agreement;
- an assessment of the risks to the rights and freedoms of Data Subjects; and
- the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

95. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under this Agreement:

- a. Process that Personal Data only in accordance with Annex 3A (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - b. ensure that it has in place Protective Measures which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Personal Data Breach;
 - state of technological development; and
 - cost of implementing any measures;
 - c. ensure that:
 - the Processor Personnel do not Process Personal Data except in accordance with this Agreement (and in particular Annex 3A (*Processing Personal Data*));
 - it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the Processor's duties under this Agreement;
 - ii. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data;
 - d. not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - i. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - iv. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - e. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
96. Subject to clause 93 of this Agreement, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with this Agreement it:

- receives a Data Subject Access Request (or purported Data Subject Access Request);
 - receives a request to rectify, block or erase any Personal Data;
 - receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - becomes aware of a Personal Data Breach or a breach of all data obtained in the course of the delivery of the EYFE provision.
97. The Processor's obligation to notify under clause 92 of this Agreement shall include the provision of further information to the Controller, as details become available.
98. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 92 of this Agreement (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- the Controller with full details and copies of the complaint, communication or request;
 - such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - assistance as requested by the Controller following any Personal Data Breach; and/or
 - assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
99. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with data protection requirements set out in this Agreement. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- the Controller determines that the Processing is not occasional;
 - the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
100. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
101. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
102. Before allowing any Sub-processor to Process any Personal Data related to this Agreement, the Processor must:

- notify the Controller in writing of the intended Sub-processor and Processing;
- obtain the written consent of the Controller;
- enter into a written agreement with the Sub-processor which give effect to the terms set out in this Agreement such that they apply to the Sub-processor; and
- provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

103. The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
104. The Council may, at any time on not less than thirty (30) working days' notice, revise the data protection clauses in this Agreement by replacing them with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
105. The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than thirty (30) working days' notice to the Provider amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

106. In the event that the parties are Joint Controllers in respect of Personal Data under this Agreement, the parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 3B to this Agreement.

Independent Controllers of Personal Data

107. With respect to Personal Data provided by one party to another party for which each party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller and for the permitted use as set out at Annex 3A to this Agreement.
108. Each party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other party to be in breach of it.
109. Where a party has provided Personal Data to the other party in accordance with clause 103 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other party may reasonably require.
110. The parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of this Agreement.
111. The parties shall only provide Personal Data to each other:
- to the extent necessary to perform their respective obligations under this Agreement;

- in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
 - where it has recorded it the sharing of the Personal Data in Annex 3A (*Processing Personal Data*).
112. Each party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures (as defined in the Data Protection Legislation) to ensure a level of security appropriate to that risk and to protect against unauthorised or unlawful processing of Personal Data received from the other party and against accidental loss or destruction of, or damage to, that Personal Data.
113. A party Processing Personal Data for the purposes of this Agreement shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other party upon reasonable request.
114. Where a party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other party pursuant to this Agreement (**“Request Recipient”**):
- the other party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - where the request or correspondence is directed to the other party and/or relates to that other party's Processing of the Personal Data, the Request Recipient will:
 - i. promptly, and in any event within five (5) working days of receipt of the request or correspondence, inform the other party that it has received the same and shall forward such request or correspondence to the other party; and
 - ii. provide any information and/or assistance as reasonably requested by the other party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
115. Each party shall promptly notify the other party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other party pursuant to this Agreement and shall:
- do all such things as reasonably necessary to assist the other party in mitigating the effects of the Personal Data Breach;
 - implement any measures necessary to restore the security of any compromised Personal Data;
 - work with the other party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - not do anything which may damage the reputation of the other party or that party's relationship with the relevant Data Subjects, save as required by Law.
116. Personal Data provided by one party to the other party may be used exclusively to exercise rights and obligations under this Agreement as specified in Annex 3A (*Processing Personal Data*).

117. Personal Data shall not be retained or processed for longer than is necessary to perform each party's respective obligations under this Agreement which is specified in Annex 3A (*Processing Personal Data*).
118. Notwithstanding the general application of clauses 87 to 101 of this Agreement to Personal Data, where the Provider is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with clauses 103 to 113 of this Agreement.

Further General Data Protection Provisions

119. The Provider must have in place a communications strategy and implementation plan to ensure that parents and carers are provided with, or have made readily available to them, the information specified in the Data Protection Legislation ("**fair processing information**" or "**privacy notices**").
120. The Provider shall be liable for any losses arising out of the processing of Personal Data for which it is responsible and shall indemnify the Council for any losses arising from the Provider's breach of the Data Protection Legislation.
121. Without prejudice to the generality to the above clauses, in relation to Personal Data processed by the Provider in the course of delivering the EYFE provision, the Provider must publish, maintain and operate:
- policies relating to confidentiality, data protection and information disclosures that comply with the Law;
 - policies that describe the personal responsibilities of employees and volunteers processing Personal Data and disciplinary action that may be appropriate if those responsibilities are not complied with; and
 - agreed protocols to govern the sharing of Personal Data with partner organisations; and apply those policies and protocols conscientiously.
122. Notwithstanding any provision in this Agreement, where the Council requires information, including Personal Data, under this Agreement, including but limited to the purposes of the delivery of the EYFE provision, quality assurance, performance management, contract management, safeguarding, commissioning services or the provision of services (either by the Council or by partner agencies) or to meet the requirements of the Council, the Provider must supply it as requested.

Parents, Carers and Children's information and consent

123. The Provider must ensure that all Parents and carers have given their consent to the processing of their and their children's information in accordance with this Agreement which includes but is not limited to sharing information with the Council or third-party organisations and agencies for the purposes set out above (which may also include the Council sharing the information with third party organisations and agencies). This consent must be documented.
124. Where a parent or carer does not give their explicit consent to the Provider sharing information about them or their children, the Provider must still share that information where to do so would be lawful under the Data Protection Legislation.

125. The Provider shall provide the Council with a copy of:
- the information that the Provider intends to provide to parents and carers to ensure compliance with this Agreement; and
 - any other information that the Provider intends to make available to Parents and carers to ensure compliance with the Data Protection Legislation.
126. The Provider shall take into account any comments made by the Council regarding the materials provided under clause 121.
127. The Provider must comply with all obligations relating to the provision of information, data sharing and data protection as set out in this Agreement.
128. The Provider will submit Personal Data and Sensitive Personal Data to the Council via the secure provider portal. Access to the provider portal will be controlled by the Council and all access requests will require the user to accept the Council's terms and conditions as set out in this Agreement or as required by the Council from time to time.
129. The parties acknowledge that:
- a) in relation to Personal Data, the processing of which is required by the Council in connection with this Agreement and for purposes including but not limited to the EYFE provision, quality assurance, performance management, contract management, safeguarding, commissioning services or the provision of services (either by the Council or by partnering organisations), that the Council will be Data Controller and the provider will be Processor; and
 - b) in relation to any other Personal Data processed by the Provider for the purpose of delivering the EYFE provision the Provider will be sole Data Controller.
130. The Council and the Provider agree that a complaint from a Data Subject or his/her representative about Personal Data transferred between the parties will be investigated first by the party receiving the complaint.
131. If policies and procedures relating to and impacted by information sharing need to be reviewed as a result of a complaint or otherwise, the relevant party shall undertake this work in a timely manner and inform the other party of any revisions made to such policies and procedures.

Notices

132. All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing, if personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

No Partnership

133. This Agreement shall not create any partnership or joint venture between the Council and the Provider, nor any relationship or principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

Joint and Several Liability

134. Where the Provider is not a company or an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Agreement on behalf of the Provider shall be jointly and severally liable for the Provider's obligations and liabilities arising under this Agreement.

Contracts (Rights of Third Parties) Act 1999

135. This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Disclosure and Barring Service Checks (DBS)

136. The Provider shall procure that in respect of all employees and volunteers, employed or otherwise, who will or may provide any part of the EYFE provision (each a **"Named Employee"**)
- Each Named Employee is questioned as to whether he or she has any convictions; and
 - The results are obtained by a check of the most extensive available kind made with the DBS, as laid out in the Protection of Freedoms Act 2012.

Duration

137. Except where otherwise specified, the terms of this Agreement shall apply from and including 1st September 2025 to and including 30th August 2026 (**"Term"**).
138. Any obligations under this Agreement that remain unfulfilled following expiry or termination of this Agreement shall survive expiry or termination and continue in full force until they have been fulfilled.

Termination

139. The Council may at any time terminate this Agreement and any EYFE funding on giving the Provider written notice should it be required to do so by financial restraints or for any other reason.

Governing Law

140. This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

Freedom of Information

141. The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act (FOIA) and the Environmental Information Requests (EIRs) and shall:
- provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and the EIRs;
 - transfer to the Council all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
 - provide the Council with a copy of all Information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
 - not respond directly to a request for information unless authorised in writing to do so by the Council.
142. The Provider acknowledges that the Council may be required under the FOIA and the EIRs to disclose information without consulting or obtaining consent from the Provider. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.
143. Notwithstanding any other provision in this Agreement, the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

Annex 1 - Provider Information and Declaration Form

Delivery of the Early Years Free Entitlement for Under Two's, Two, Three and Four Year Olds

Provider Details (Please complete this section in BLOCK CAPITALS)

Registered Business Name:	
Provider/Trading Name (if different):	
Ofsted Registration Number	Registration Number:
Most recent Ofsted Grade	Grade:
Provider address where children attend:	
Provider Postcode:	
Provider Telephone No:	
Email address:	
Contact details relating to this agreement if different from above	
Legal Status of the Establishment: (Please indicate)	<p>Limited Company - Company Registration Number _____</p> <p>Registered Charity - Charity Commission Registration Number _____</p> <p>Committee Led Not for Profit Organisation - Name of Organisation _____</p> <p>Sole Trader - Name of Sole Trader _____</p> <p>Partnership - Name of Partners _____</p> <p>Other - Please Describe _____</p>
Name of person in day to day charge (including title) :	<p>Mr/Mrs/Miss/Ms: _____</p> <p>(Delete as appropriate)</p>

Description of Position: e.g. manager (owner), manager (employee) etc.		
Please indicate how you deliver the free entitlement:		Morning and afternoon sessions of 3 hours only (15 hours)
		Sessions longer than 3 hours but up to 10 hours a day enabling provision over 2 days
		Number of Weeks Free Entitlement available
		Number of days of the week the free entitlement is offered
		Other (please detail here)
Which funding do you wish to be eligible to offer?	<input data-bbox="722 779 783 835" type="checkbox"/> <input data-bbox="718 902 778 958" type="checkbox"/> <input data-bbox="715 1025 775 1081" type="checkbox"/> <input data-bbox="715 1099 775 1155" type="checkbox"/> <input data-bbox="711 1189 772 1245" type="checkbox"/> <input data-bbox="711 1312 772 1368" type="checkbox"/>	Under 2 year olds (9 months to 2 years) – Working Parent entitlement Rising 2 year olds (children who are funded at the under 2 year old rate but have had their 2 nd birthday) 2 year olds – Deprivation entitlement 2 year olds – Working Parent entitlement Rising 3 year olds (children who are funded at the 2 year old rate but have had their 3 rd birthday) 3 & 4 year olds – Universal and Working Parent entitlement

Annex 2 - Early Years Free Entitlement Bank Details Form

Only complete this form if you are a new provider or if your bank details have changed

Provider Name	
Contact Name and Position	
Bank Name	
Sort Code	
Account Number	
Account Name	

Signatory 1

Signatory 2

Name		Name	
Position		Position	
Signature		Signature	
Date		Date	

Annex 3A – Data Processing Schedule

A) Template

This Annex 3A shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex 3A shall be with the Council at its absolute discretion.

1.1 The contact details of the Council's Data Protection Officer are:

Telephone: 01924 306112

Email: dpo@wakefield.gov.uk

1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex 3A.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Council is Controller and the Provider is Processor</p> <p>The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor of the Personal Data outlined in Annex 3B.</p> <ul style="list-style-type: none">• <i>The Council has a statutory duty to validate the eligibility of access to free and flexible high quality early years provision and submission of child data for payments to the Provider.</i>• <i>There is also a statutory requirement for the Council to complete a return to the Department of Education each year containing this data.</i>
Duration of the Processing	<i>12 month Funding Agreement.</i>
Nature and purposes of the Processing	<p><i>The information detailed in Annex 3B is collected to allow eligibility checking to ensure that it meets the criteria set out in statutory guidance. The data can then be processed to provide accurate funding claims to be allocated to the Processor. The data is then used to provide data returns to the Department of Education to enable funding claims to be made by the Data Controller.</i></p> <p><i>The data is collected through a secure online portal and then stored electronically by the Data Controller. It is used from time to time throughout the process to provide accurate figures to support the</i></p>

	<p><i>Data Controller to meet its statutory functions, this includes funding claims, audit functions, financial planning, data returns and childcare sufficiency monitoring. The data is destroyed in line with the Data Controller retention policy which is set out in regulations as six years plus current.</i></p> <p><i>The legal basis for processing the Personal Data is:</i></p> <p><i>Section 6, 7, and 7A of the Childcare Act 2006; and</i></p> <p><i>Sections 1 and 2 of the Childcare Act 2016</i></p>
Type of Personal Data	<i>Please see Annex 3B</i>
Categories of Data Subject	<i>Parents and children eligible to receive Early Years Free Entitlement Funding.</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The Council will retain the Personal Data received from the Provider in accordance with appropriate retention schedules, as determined by the Council's retention policy (details of applicable retention periods will be supplied to the Provider within a reasonable period on written request) or by legislation.</p> <p>The Council and Providers will retain information for six years plus current year in accordance with the Council's retention policy.</p>

The Council and the Provider agree that this Data Processing schedule shall be reviewed and amended in writing as and when required and that any amended version shall form part of this Agreement. No amendments shall be made unless agreed by the Council and the Provider

Annex 3B - Personal Data

Field/Data Item	Headcount	Working Parent entitlement	3 and 4 Year- Universal entitlement	Early Years Pupil Premium (EYPP)	2 year old deprivation entitlement
Child First name	✓	✓	✓	✓	✓
Child Middle Name	✓	✓	✓	✓	✓
Child Last Name	✓	✓	✓	✓	✓
Child DOB	✓	✓	✓	✓	✓
Child Gender	✓	✓	✓	✓	✓
Child Ethnicity	✓	✓	✓	✓	✓
Address	✓	✓	✓	✓	✓
Parents/Carers Forename		✓		✓	✓
Parents/Carers Surname		✓		✓	✓
Parent/Carers DOB		✓		✓	✓
Parents/Carers Gender					✓
Parents/Carers Telephone Number					✓
Parents/Carers Email					✓
Parents/Carers Relationship to the child					✓
Parents/Carers Address					✓
Parents/Carers National Insurance Number		✓		✓	✓
Parent/Carers NASS Number (as appropriate)		✓		✓	✓
Whether the parent / carers has parental responsibility for the child		✓	✓	✓	✓
Reason for Claiming Funding (LAC, SEN, Adopted, DLA, Universal Credit.					✓
Extra contact information					✓
Working Parent Eligibility Code	✓	✓			✓
Childs Start Date	✓	✓	✓	✓	✓

Childs End Date	✓	✓	✓	✓	✓
Weeks Attended Setting in the term	✓	✓	✓	✓	✓
Average hours attended per week	✓	✓	✓	✓	✓
Hours Attended in the term	✓	✓	✓	✓	✓
Universal hours claimed per week	✓		✓	✓	✓
Universal hours claimed for term	✓		✓	✓	✓
Working Parent hours claimed per week	✓	✓		✓	
Working Parent hours claimed per for term	✓	✓		✓	

Annex 4 – Council’s EYFE Guidance

1. For the purposes of Annex 4 of this Agreement, the Council’s EYFE Guidance means the Council’s Funding Guidance for free early years provision for under two’s, two, three and four year olds to private, voluntary, independent and childminding providers (PVIC), Academies and Schools version (July 2024) (as amended from time to time).
2. The Provider acknowledges and agrees that:
 - it has been provided with a copy of the Council’s EYFE Guidance;
 - it has read and understands the content of the Council’s EYFE Guidance;
 - it agrees with the content of the Council’s EYFE Guidance; and
 - by signing this Agreement agrees to be bound by the Council’s EYFE Guidance;
 - it shall at all times comply with the Council’s EYFE Guidance; and
 - the Council, in its sole discretion, shall be entitled to amend the Council’s EYFE Guidance from time to time during the term of this Agreement.