

# **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

## **Contents**

### **PART 1: GUIDANCE and INFORMATION**

- 1. Introduction**
- A. The Offer to Parents/Carers**
  2. Hours
  3. Sessions
  4. Fees and Charges
- B. Parental Eligibility**
  5. Date of Eligibility
  6. EYFE for Two Year Olds – Eligibility
- C. EYFE Funding for Early Years Providers**
  7. EYFE for Three and Four Year Olds Including the Early Years Pupil Premium (EYPP)
  8. EYFE for Eligible Two Year Olds
  9. Payment of EYFE Funding
  10. Additional Support
- D. Quality requirements**
  11. Three and Four Year Olds
  12. Two Year Olds
  13. Other Conditions of funding
- E. Complaints and Appeals procedures**
  14. Complaints

### **PART 2: FINANCE TERMS and CONDITIONS**

15. Basic Agreement
16. Core Offer
17. Information for Parents/Carers
18. Invoices
19. Change of Attendance
20. Returning Documentation
21. Monitoring and Non-Compliance
22. Planning Guidance
23. Environmental Health
24. Other

Appendix 1: **Annual Core Offer, Providing the Early Years Free Entitlement (EYFE) 2016/17**  
Appendix 2: **Provider Contract**

# Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016

## **PART 1: GUIDANCE and INFORMATION**

### **1. Introduction**

1.1 The early years free entitlement (EYFE) is a statutory entitlement for all three and four year olds and some two year olds.

1.2 Early years providers **must follow** this agreement if they have a contract with Brighton & Hove City Council (BHCC) to provide EYFE for two (where agreed), three and four year olds. The agreement complies with the government's [Early education and childcare statutory guidance for local authorities September 2014](#). It replaces all previous guidance issued.

1.3 Early years providers offering EYFE must sign a **Provider Contract** (Appendix 2) (**one each for EYFE for two year olds and EYFE for three and four year olds**). In doing so they confirm that they will offer EYFE in accordance with this agreement. They must have returned their **Annual Core Offer, Providing the Early Years Free Entitlement (EYFE) 2016/17** (Appendix 1), and had it confirmed as acceptable to BHCC.

1.4 Early years providers wishing to join the scheme to offer EYFE for two year olds, must also complete an [Expression of Interest in Providing EYFE for Two Year Olds](#) and submit their safeguarding (or child protection) and inclusion (or SEND) policies so that BHCC can check that they are compliant with good practice, guidance and legislation, as outlined in Section 13. If these conditions and the quality conditions set out in **Section D** are met, early years providers will then be asked to sign a **Provider Contract** (Appendix 2).

1.5 Early years providers will not be paid for providing EYFE unless all the above documents are in place and approved by BHCC.

### **A. The Offer to Parents/Carers**

### **2. Hours**

2.1 Early years providers should offer parents/carers their full entitlement of EYFE (providing they have space available) which is

- 15 hours a week for 38 weeks a year, or
- 570 hours a year if stretched and offered all year round

2.2 Where an early years setting is open fewer than 38 weeks a year the early years provider must explain to parents/carers that they are unlikely to be able to take up the remainder of their EYFE elsewhere.

2.3 A parent/carer may choose to have fewer EYFE hours for their child. The early years provider may offer to increase gradually the hours for the child as they settle into the setting or get older, but they must make it clear to the parent/carer where this will not be possible, for

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

example if there are no sessions available if and when the parent/carer wants to increase the hours.

2.4 A parent/carer may take their entitlement at two early years settings providing there is no negative impact on the continuity of care for the child. Early years providers must link and work in partnership with other early years providers where a child is attending two settings (for example, sharing child development records, the two year progress check, and details of hours attending).

### **3. Sessions**

3.1 The early years provider must offer EYFE sessions within the following parameters

- Lasting no longer than 10 hours in one day
- Lasting no fewer than 2.5 hours
- Within the hours of 7.00 am and 7.00 pm

3.2 The early years provider may enable parents/carers to stretch their child's EYFE by taking fewer hours a week over more weeks of the year.

3.3 If a child accesses their EYFE with two early years providers both need to provide the same offer i.e. both term time only, or both stretched.

### **4. Fees and Charges**

4.1 Early years providers offering EYFE must make any fees and charges in accordance with the **Finance Terms and Conditions** set out in Part 2 of this agreement.

## **B. Parental Eligibility**

### **5. Date of Eligibility**

5.1 Children can start their EYFE from the term after their second (for eligible two year olds) or third birthday, see below:

## Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016

Child's 2 <sup>nd</sup> birthday falls between	They can start their place from	Parents/carers can contact FIS to check eligibility from
1 January and 31 March	The beginning of term on or after 1 April	The beginning of the term when their child turns two
1 April and 31 August	The beginning of term on or after 1 September	
1 September and 31 December	The beginning of term on or after 1 January	
Child's 3 <sup>rd</sup> birthday falls between	They can start their place from	
1 January and 31 March	The beginning of term on or after 1 April	N/A as all children eligible
1 April and 31 August	The beginning of term on or after 1 September	
1 September and 31 December	The beginning of term on or after 1 January	

5.2 Early years providers must see and keep a copy of the child's birth certificate and confirm to BHCC that the child is eligible in terms of age.

5.3 Early years providers must complete all required online headcount information and other documentation so that correct payment for places can be made by BHCC (see Section C: EYFE Funding for Early Years Providers).

### 6. EYFE for Two Year Olds – Eligibility

6.1 Eligibility criteria for EYFE for two year olds and information regarding how parents/carers can check are listed on the Family Information Service (FIS) webpage [www.brighton-hove.gov.uk/twos](http://www.brighton-hove.gov.uk/twos).

6.2 FIS will send eligible parents/carers a letter confirming their eligibility with a unique reference number. The date indicated on the eligibility letter is the date from which the child can start their EYFE. Parents/carers must show a copy of the letter to the early years provider who should take a copy for their records.

6.3 Children are eligible for their EYFE **from the date indicated on the eligibility letter**. If the child is already attending the early years setting prior to the parent/carer receiving their eligibility letter, the EYFE payment to the early years provider will not be backdated by BHCC. The early years provider must make it clear to the parent/carer that they are liable for any fees until they have received their eligibility letter from FIS.

# Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016

## C. EYFE Funding for Early Years Providers

### 7. **EYFE for Three and Four Year Olds Including the Early Years Pupil Premium (EYPP)**

7.1 BHCC funds early years providers to deliver the EYFE for three and four year olds in accordance with a locally-determined, transparent formula, the Early Years Single Funding Formula (EYSFF). Details of the BHCC formula and the funding rates are sent to each early years provider in March and are available on our webpage [Providing the EYFE for Three and Four Year Olds](#).

7.2 BHCC will issue an indicative budget at the beginning of the financial year which broadly reflects anticipated participation. Individual budgets will be adjusted within the financial year to reflect participation based on an online count of children attending provision conducted three times a year (headcount).

7.3 Some three and four year olds are eligible for additional funding known as the **Early Years Pupil Premium (EYPP)**. This is funding given to early years providers to support the development, learning and care of three and four year old children from families in receipt of out of work benefits, as well as children who are adopted from local authority care or have left care under a special guardianship/residence order. Further information about EYPP can be found on our webpage [Early Years Pupil Premium](#).

### 8. **EYFE for Eligible Two Year Olds**

8.1 The hourly rate for EYFE for eligible two year olds is currently £5.15 per child.

### 9. **Payment of EYFE Funding**

9.1 Payment by BHCC is made to early years providers each term in two instalments.

- The first instalment is based on the total **estimated EYFE** hours for that term. For EYFE for three and four year olds the estimate is based on actual EYFE hours at each early years provider in the same term the previous year; for EYFE for two year olds the estimate is based on information early years providers give to BHCC the previous term about eligible children attending or starting with them. The payment is 75% of the total estimated EYFE hours and is made at the beginning of each term.
- The second instalment is based on actual EYFE hours provided to BHCC through the online portal in the termly headcount. This balancing payment is made after half term, enabling any adjustments to be made, for example if actual hours differ from the estimate.

9.2 All early years providers must use the online portal to provide BHCC with information regarding children's attendance. Guidance is available on the BHCC webpages [Providing EYFE for Three and Four Year Olds](#), and [Providing EYFE for Two Year Olds](#).

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

### **10. Additional Support**

10.1 Additional support for inclusion of children with special educational needs and disabilities (SEND) may be available, as assessed by BHCC's SEND service.

10.2 Support for English as an additional language (EAL) is available, as assessed by the Ethnic Minority Achievement Service (EMAS), again depending on the child's needs.

10.3 Where a two year old entitled to EYFE has a current child protection plan the early years provider will receive an additional one-off payment of £150 to cover the cost of attending meetings in relation to the child's well-being.

### **D. Quality Requirements**

#### **11. Three and Four Year Olds**

11.1 In order to provide **EYFE for three and four year olds** early years providers must deliver the full early years foundation stage (EYFS)<sup>1,2</sup> and be registered with Ofsted as an early years provider or be a school taking children aged three and over and therefore exempt from registration with Ofsted as an early years provider.

11.2 New early years providers may offer EYFE for three and four year olds if they are registered with Ofsted but prior to publication of their first full Ofsted inspection judgement. Following publication of their Ofsted inspection judgement the conditions in the paragraphs below will apply.

11.3 Existing early years providers applying to offer EYFE for three and four year olds must have

- A good or outstanding Ofsted inspection judgement, or may have
- A satisfactory/requires improvement Ofsted inspection judgement and agree to work with BHCC to improve the quality of their provision as identified in the Ofsted inspection report. This may include participation in BHCC training and/or a quality improvement programme in order to address issues raised in the Ofsted inspection report.

11.4 If, after joining the scheme to offer EYFE for three and four year olds, the early years provider receives a requires improvement Ofsted inspection judgement, the provider must agree to work with BHCC to address concerns raised by the Ofsted inspection as outlined in 11.3 above.

11.5 Early years providers with an inadequate Ofsted inspection judgement will not be able to offer EYFE for three and four year olds. If an early years provider already offering EYFE for three and four year olds receives an inadequate Ofsted inspection judgement, BHCC may withdraw funding as soon as is practicable following the publication of the Ofsted inspection

---

<sup>1</sup> Early years providers prescribed in the regulations are providers who are under a duty (set out in section 40 of the Childcare Act 2006) to deliver the EYFS (established under section 39 of the 2006 Act).

<sup>2</sup> Unless the provider has exemptions from the EYFS learning and development requirements.

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

report and in this case parents/carers will be contacted and helped to find alternative early years provision. The decision whether or not to withdraw funding will take into account the children's continuity of care, and Ofsted monitoring information about the early years provider and the availability of alternative provision. If funding is withdrawn the early years provider will not be able to start offering EYFE for three and four year olds again until they have had a new Ofsted inspection judgement which is not inadequate. In this situation the early years provider **must** let any parent/carer who has a child on their waiting list know that they will not be able to take their EYFE at the early years setting.

11.6 BHCC will require early years providers judged less than good by Ofsted but who wish to offer EYFE for three and four year olds to improve the quality of their provision as identified in the Ofsted inspection report. The requirements may include participation in training and/or a quality improvement programme in order to address issues raised in the Ofsted inspection report.

11.7 Before agreeing to fund an early years provider BHCC will consider any information published by Ofsted about that early years provider, including the recent history about childcare provision at a particular early years provider or childcare provision at a particular address.

11.8 BHCC may refuse to fund an early years provider if there are reasonable grounds to believe that they will not be able to meet the terms and conditions of providing EYFE for three and four year olds.

11.9 If funding is withdrawn from an early years provider but the provider chooses to continue to offer free places to children, the early years provider must make it clear and in writing to parents/carers that they do not have an EYFE place.

### **12. Two Year Olds**

12.1 In order to provide **EYFE for two year olds** early years providers must deliver the full early years foundation stage (EYFS)<sup>3,4</sup> and be registered with Ofsted as an early years provider or be a school taking children aged three and over and therefore exempt from registration with Ofsted as an early years provider.

12.2 New early years providers may offer EYFE for two year olds if they are registered with Ofsted but prior to publication of their first full Ofsted inspection judgement. Following publication of their Ofsted inspection judgement the conditions in the paragraphs below will apply.

12.3 Existing early years providers applying to offer **EYFE for two year olds** must have

- A good or outstanding Ofsted inspection judgement, or **may** have

---

<sup>3</sup> Early years providers prescribed in the regulations are providers who are under a duty (set out in section 40 of the Childcare Act 2006) to deliver the EYFS (established under section 39 of the 2006 Act).

<sup>4</sup> Unless the provider has exemptions from the EYFS learning and development requirements.



## Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016

- A satisfactory/requires improvement Ofsted inspection judgement and be in an area of Brighton & Hove where, in the opinion of BHCC and in accordance with place availability and parental demand, there is not sufficient accessible good or outstanding provision for two year olds. They must also be able to show BHCC that they have addressed all concerns raised by the Ofsted inspection.

12.4 If, after joining the scheme, the early years provider receives a requires improvement Ofsted inspection judgement, children already attending the setting will continue to be funded. In order to take new EYFE two year olds the early years provider must be in an area of Brighton & Hove where, in the opinion of BHCC and in accordance with place availability and parental demand, there is not sufficient accessible good or outstanding provision. In addition the early years provider must show BHCC that they have addressed concerns raised by the Ofsted inspection. If there is sufficient accessible good or outstanding provision in that area of Brighton & Hove, in order to take new EYFE two year olds there must be a new Ofsted inspection resulting in a good or outstanding judgement. In this situation the early years provider **must** let any parent/carer who has a child on their waiting list know that they will not be able to take their EYFE at the setting.

12.5 Early years providers with an inadequate Ofsted inspection judgement will not be able to join the scheme. If, after joining the scheme, the early years provider receives an inadequate Ofsted inspection judgement, new two year olds will not be EYFE funded at the setting from the date of the publication of the Ofsted inspection report, and the early years provider must let any parents/carers on a waiting list know that their child will not be able to start at the setting in an EYFE funded place.

12.6 In addition, EYFE for two year olds who are already attending will be withdrawn as soon as is practicable following publication of the Ofsted inspection report, taking into account the children's continuity of care and Ofsted monitoring information about the early years provider. The early years provider will not be able to start offering EYFE for two year olds again until they have had a new Ofsted inspection and the result is good or outstanding. If the result of the new inspection is requires improvement then the conditions 12.4 and 12.5 will apply.

12.7 BHCC may require early years providers judged less than good by Ofsted but who wish to offer EYFE for two year olds (and notwithstanding the conditions outlined in paragraphs 12.4 to 12.6 above), to improve the quality of their provision as identified in the Ofsted inspection report. The requirements may include participation in BHCC training and/or a quality improvement programme in order to address issues raised in the Ofsted inspection report.

12.8 Before agreeing to fund an early years provider BHCC will consider any information published by Ofsted about that early years provider, including the recent history about childcare provision at a particular early years provider or childcare provision at a particular address.

12.9 BHCC may refuse to fund an early years provider if there are reasonable grounds to believe that they will not be able to meet all the terms and conditions of providing EYFE.



## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

12.10 If funding is withdrawn from an early years provider but the provider chooses to continue to offer free places to children, the early years provider must make it clear and in writing to parents/carers that their child does not have an EYFE place.

### **13. Other Conditions of Funding**

#### **13.1 Inclusion**

Early years providers must provide BHCC with their inclusion policy upon request and must ensure that they meet the needs of children with SEND. They must have regard to the [Special Educational Needs and Disability Code of Practice 0 – 25 years](#). Early years providers offering EYFE should work with BHCC's off-site SEND team to ensure that individual children's needs are met. In addition early years providers may be required to resubmit their inclusion policy for approval by BHCC when there is any change to statutory or to other local requirements.

#### **13.2 Safeguarding**

Early years providers must ensure that children are kept safe. If a professional working with a child has concerns regarding their or their family's well-being they must make a referral to the multi-agency safeguarding hub (MASH) on 01273 290400 or [MASH@brighton-hove.gcsx.gov.uk](mailto:MASH@brighton-hove.gcsx.gov.uk). Early years providers must give BHCC a copy of their safeguarding policy upon request and ensure that their policy is comprehensive, up to date, and complies with all relevant legislation and codes of practice, for example [Working Together to Safeguard Children](#) and the [Pan Sussex Child Protection and Safeguarding Procedures](#). In addition early years providers may be required to resubmit their safeguarding policy for approval by BHCC when there is any change to statutory or to other local requirements.

#### **13.3 Data Protection and Confidentiality**

Early years providers must ensure that they comply with all data protection legislation and confidentiality procedures and protocols, in particular with the [Data Protection Act 1998](#).

#### **13.4 Equalities**

Early years providers must ensure that they act in accordance with the [Equality Act 2010](#) which outlaws discrimination, harassment and victimisation. The Act applies to a number of "protected characteristics" including sex, race, disability, religion or belief and sexual orientation. In addition early years providers should apply the principles of equality and justice in delivering EYFE. In order to assist BHCC in meeting its public sector equality duty, early years providers must ensure that parents/carers complete equalities monitoring information as requested by BHCC. Early years providers should work with EMAS to ensure that children's individual needs are met.

#### **13.5 Statutory Two Year Progress Check**

Early years providers must ensure that the statutory two year progress check is carried out.

#### **E. Complaints and Appeals Procedure**

14.1 Early years providers have the right to complain or to appeal against a decision to reject or remove them from providing EYFE. Early years providers should write to Caroline Parker, Head of Sure Start, within ten days of receiving the letter rejecting them or removing them.

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

Early years providers who wish to appeal against a decision to remove them will be allowed to do so before that removal is effected. If the early years provider is still unhappy they can write BHCC's standards and complaints team or email [complaints@brighton-hove.gov.uk](mailto:complaints@brighton-hove.gov.uk) for information on how to do this.

14.2 Should an early years provider feel that there is maladministration and is not satisfied with their treatment under the BHCC appeals process once this has been exhausted, they should complain to the local authority Ombudsman.

# Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016

## **PART 2: FINANCE TERMS and CONDITIONS**

### **15. Basic Agreement**

15.1 I understand that I must offer EYFE in accordance with the **Part 1 of this Provider Agreement** as well as complying with these finance terms and conditions.

15.2 My early years setting will offer the early years free entitlement (EYFE) completely free to parents/carers.

15.3 My early years setting will not charge parents/carers any fee for their EYFE. This includes, but is not exclusive to, registration fees, meal fees and fees for additional activities or services.

15.4 If my early years setting charges a small deposit for the parent/carer to secure their child's EYFE place, this will be refunded in full when the child starts.

### **16. Core Offer**

16.1 My early years setting will offer the EYFE as shown in **Appendix 1: Annual Core Offer, Providing the Early Years Free Entitlement (EYFE) 2016/17** and as approved as acceptable by BHCC.

16.2 I understand that my early years setting is encouraged to offer flexibility to parents/carers including stretching the EYFE beyond 38 weeks.

16.3 My early years setting will offer EYFE for sessions:

- Lasting no longer than 10 hours in one day
- Lasting no shorter than 2.5 hours
- Within the hours of 7.00 am and 7.00 pm

16.4 My early years setting will offer parents/carers the option of just accessing their EYFE without needing to purchase any additional hours. **I will state in my publicity materials when the EYFE hours are available.**

16.5 If my early years setting is open for fewer than 38 weeks a year I will explain to parents/carers that they are unlikely to be able to take up the remainder of their EYFE elsewhere.

16.6 I am aware that payment for EYFE from BHCC will be suspended if BHCC has not received the annual core offer from me and approved it as acceptable.

### **17. Information for Parents/Carers**

17.1 I will give parents/carers clear information about EYFE hours and how they are offered before their child starts at my early years setting. This will include information on my setting's current fee structure that shows fees and charges made for time and services outside the EYFE.

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

17.2 I will provide parents/carers with a written signed contract agreeing hours and charges (for non-EYFE hours). This contract will be provided before the child joins my early years setting or, where a child is already attending my early years setting, before the child becomes eligible for EYFE. I will also provide this information to parents/carers if the child's hours or my charges (for non-EYFE hours) change.

17.3 Once a child has started their EYFE at my setting I will not change their EYFE hours without the agreement of the parent/carer, unless there are exceptional circumstances which are beyond my control. If my EYFE session times for two year olds are different to those for three and four year olds I will make parents/carers aware of this when their child starts at my setting.

17.4 Where a child is already attending my early years setting and subsequently becomes eligible for EYFE I will give parents/carers reasonable notice if their eligibility for EYFE results in a change in the hours that I can offer their child.

17.5 I will provide parents/carers with clear written information about my debt recovery policies. This will include details on how the EYFE might be affected if parents/carers do not settle any outstanding accounts for hours or services taken outside the EYFE.

17.6 I will provide parents/carers with clear information on my policy regarding closure of my early years setting, whether planned or otherwise, and how this will affect the EYFE.

17.7 I will make parents/carers aware of notice periods if they wish their child to leave my setting. I am aware that I can only claim EYFE when the child attends my setting and that EYFE will not be paid by BHCC for any notice periods if a child has left the setting.

17.8 I will ensure that notice periods are reasonable for parents/carers where they wish to withdraw their child from EYFE. A reasonable notice period is not more than one month.

17.9 If a child is excluded from my setting for parental non-payment of fees, the child cannot be excluded for EYFE sessions. The only hours that can be stopped are extra non-EYFE hours being paid for by the parent/carer.

17.10 I understand that EYFE funding cannot be used to pay for any arrears built up by a parent/carer outside EYFE.

17.11 I understand that if a parent/carer contacts BHCC with a complaint regarding their EYFE this will be investigated. This investigation may include contacting other parent/carers attending my early years setting.

### **18. Invoices**

18.1 I understand that I need not issue parents/carers with an invoice where the child attends for their EYFE only.

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

18.2 I will ensure that where a child attends for additional hours above the EYFE or receives additional services that these charges will be shown clearly on an invoice.

18.3 Where a parent/carer receives an invoice this will clearly show that no charge is made for the EYFE.

### **19. Change of Attendance**

19.1 I will notify BHCC as soon as possible of any change to a child's EYFE attendance, that is joining, leaving or changing hours at my early years setting.

19.1 I will return any remaining EYFE funding to BHCC when a child leaves my early years setting before the end of term.

19.2 I understand that I will only receive funding for any EYFE change of attendance that has been notified to BHCC **during the term in which it takes place.**

19.3 I will inform BHCC if a child is absent for a period of more than three weeks. I understand that EYFE will not be withdrawn from me if there is a legitimate reason for the child's absence.

### **20. Returning Documentation**

20.1 I will submit any documentation required by BHCC by the dates due, and understand that if deadlines are not complied with BHCC may suspend EYFE funding. This includes submitting information via the online portal for the termly headcount.

### **21. Monitoring and Non-Compliance**

21.1 BHCC reserves the right to carry out spot check audits to ensure compliance with this provider agreement and to detect false claims. I understand that I must maintain all attendance and finance records for a period of six years.

21.2 I understand that I must have at the audit copies of the following documents for the relevant time period

- Children's attendance records
- Parental contracts
- Bank statements
- Samples of invoices/charges to parents/carers, if applicable
- Documentation to prove the status of the setting, e.g. registered charity, incorporated company, private owner
- Copies of accounts
- Proposed budget for the year
- Any other evidence that can reasonably be requested

### **22. Planning Guidance**

## **Early Years Free Entitlement (EYFE) for Two (where agreed) Three and Four Year Olds 2016 – 2017 Provider Agreement September 2016**

22.1 I understand that I must follow all planning guidance and have appropriate planning permission in place.

### **23. Environmental Health**

23.1 I understand that I must comply with all environmental health legislation.

### **24. Other**

24.1 I have a bank account in the name of my early years setting into which EYFE payments will be made.

24.2 I will ensure that the details held by BHCC regarding my early years setting are accurate and up to date.

24.3 I will give parents/carers and BHCC at least one months' notice in writing if I decide to stop offering EYFE.

24.4 I am aware that BHCC may ask parents/carers of children receiving EYFE for copies of documentation provided by me, such as invoices, to ensure that all EYFE terms and conditions are being complied with.

24.5 I understand that EYFE payments and process are subject to audit by BHCC.

24.6 I understand that if my setting closes midway through a funding period I will be required to pay back all unused funding to enable children to access their EYFE elsewhere.

24.7 I understand that BHCC may stop EYFE payments immediately if I fail to notify BHCC of any Ofsted compliance notices issued against my setting.

24.8 I understand that BHCC may suspend EYFE payments if I fail to meet quality criteria as set out in Section D of this document.

24.9 I understand that if any fraudulent claim is found by BHCC or if I am unable to provide paperwork requested, I will have to pay back to BHCC any sum of money identified by BHCC.

24.10 I understand that failure to pay back to BHCC any monies owed within given deadlines will result in BHCC implementing its corporate debt recovery procedure.

24.11 I understand that if EYFE payments are stopped, the name of my early years setting will be removed from the directory of early years providers which offer EYFE funded places in Brighton & Hove.

24.12 I understand that I will be notified in writing by BHCC if EYFE payments are to be stopped or suspended.