

# Terms and Conditions for Childcare Offer 2019-2020

<b>Name of setting:</b>																					
<p>The Welsh Government is committed to providing eligible working parents of three and four year old children with 30 hours of government-funded childcare and Foundation Phase Nursery (FPN) Provision for up to 48 weeks of the year. Guidance has been produced by the WG detailing how the scheme shall be operated and these terms and conditions have been prepared to comply with this Guidance. In the event of the Guidance being amended Newport City Council reserves the right to amend these terms and conditions at any time upon notifying the Provider in writing of the changes.</p>																					
<p><b>During Term Time</b></p> <p>During term time (39 weeks), the 30 hours will comprise of one of the two options below:</p> <p><b>Option 1:</b> If a child attends an Estyn registered Education provision, they will receive <b>10 hours</b> of Foundation Phase Nursery provision and up to <b>20 hours</b> of childcare per week;</p> <p><b>OR</b></p> <p><b>Option 2:</b> If a child attends a Maintained (School) provision, they will receive <b>12.5 hours</b> of Foundation Phase Nursery Provision and up to <b>17.5 hours</b> of childcare per week.</p>																					
<p><b>During School Holidays</b></p> <p>A parent can have up to <b>30 hours</b> of funded childcare per week during nine weeks of the school holidays.</p>																					
<p><b>How and when can parents use the offer?</b></p> <p>No child can receive more than 30 hours in total per week of funded childcare in term time or school holidays.</p> <p>Only Childcare Providers who are registered with Care Inspectorate Wales (CIW) (if in Wales) or with Ofsted (if in England) are eligible for the Government funding.</p> <p>The Offer will allow children to access a maximum of two CIW registered childcare settings in addition to their FPN setting in any given day.</p> <p>During the holiday period a child may therefore access a maximum of two registered settings under the offer.</p> <p>Parents are eligible for the government-funded childcare offer from the start of term following their child's third birthday until the September following the child's fourth birthday.</p> <p>For the 2019-20 academic year, term times are as follows:</p>																					
<table border="1"> <thead> <tr> <th>Term</th> <th>Start</th> <th>Half-term starts</th> <th>Half-term ends</th> <th>Term ends</th> </tr> </thead> <tbody> <tr> <td>Autumn</td> <td>2 Sept 2019</td> <td>28 Oct 2019</td> <td>1 Nov 2019</td> <td>20 Dec 2019</td> </tr> <tr> <td>Spring</td> <td>6 Jan 2020</td> <td>17 Feb 2020</td> <td>21 Feb 2020</td> <td>3 April 2020</td> </tr> <tr> <td>Summer</td> <td>20 April 2020</td> <td>25 May 2020</td> <td>29 May 2020</td> <td>20 July 2020</td> </tr> </tbody> </table>		Term	Start	Half-term starts	Half-term ends	Term ends	Autumn	2 Sept 2019	28 Oct 2019	1 Nov 2019	20 Dec 2019	Spring	6 Jan 2020	17 Feb 2020	21 Feb 2020	3 April 2020	Summer	20 April 2020	25 May 2020	29 May 2020	20 July 2020
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## **Rate of Pay**

Welsh Government is committed to paying a rate of £4.50 per hour for children receiving the offer. This rate excludes food. Providers can charge additional fees to parents for food; however this cannot exceed more than £7.50 per day.

The Welsh Government guidelines in respect of setting additional fees under the offer for a full day care session (approximately 10 hours) are that parents should not be charged more than £7.50 per day (this would include three meals at £2 per meal and two snacks at a charge of 75p per snack). For a half-day session (approximately 5.5 hours) parents should not be charged more than £4.75 (two meals at £2 per meal plus a snack at a charge of 75p per snack). For sessional care where a meal is not provided but children receive a snack, guidelines are that parents should not be charged more than 75p per day for snack provision.

Providers can also charge for activities and transport, such as trips off site that incur an additional cost or pick-ups/drop-offs. Providers cannot charge hourly top-up rates if they would normally charge more than £4.50 per hour. Parents should also be able to opt their child out of paid for off-site activities and participation in such activities should not be a condition of using the childcare setting.

Retainers or other fees will not be paid by Newport City Council (the Council) but settings can charge parents/carers if that is part of their usual terms and conditions.

Additional funding may be available to support children with Additional Needs (separate Guidance is available).

## **Attendance**

Providers must supply attendance information to the Council's Childcare Offer Team on a weekly basis in order for data to be collated and submitted to Welsh Government by the Council. Instructions will be provided for the Council's preferred monitoring system. Monthly invoices cannot be paid if more than two weeks of attendance registers are outstanding.

## **Payments**

The Council will make payments to providers one month in arrears, following receipt of a valid invoice which must quote a unique invoice number, the Council's purchase order number, child name/s, unique ID number/s and hours of attendance. Full invoicing instructions and deadlines are set out in a separate document to providers.

Invoices should be addressed to Central Payments, Newport City Council, Civic Centre, Newport, NP20 4UR and sent in PDF format by email to [mon.childcareoffer@newport.gov.uk](mailto:mon.childcareoffer@newport.gov.uk). Payment terms are 30 days from receipt of a valid invoice.

Invoices will be checked by the Childcare Offer Team against attendance records submitted by the provider.

In the event of overpayments to the provider, due to changing eligibility or other circumstances, the Council will contact the provider to arrange reimbursement by credit note or correction on the following month's invoice.

In exceptional circumstances, the Council may agree to pay a provider an emergency up-front payment. If required, this should be requested in the provider application form.

## **Contractual Agreements**

The contractual agreement to provide childcare is between the parent and the childcare provider and should be evidenced by the signing of a written contract between the said parent and childcare provider.

Providers should ensure that written agreements with all parents that take up their free

entitlement clearly set out any additional charges. Additional charges set by a provider are to be consistent with Welsh Government guidance and should neither unfairly favour nor penalise those parents accessing the Childcare Offer. In order to monitor this, Providers are required to submit a copy of their parent contract and complete a fee schedule template.

The Council only agrees to pay the childcare costs for the above stated hours for eligible parents. Any hours in addition to this will be a private arrangement between the childcare provider and the parent/s.

The Council will determine the eligibility of parents, based on the qualifying criteria, and will issue all eligible parents with a unique ID number which is to be used by the Childcare Providers when submitting claims.

Where parents/carers become ineligible to receive funded childcare, the Council will advise the provider of the start and end dates of a Temporary Exemption Period (eight weeks).

If parents/carers do not become eligible by the end of the exemption period, the Council will no longer be responsible for payment of childcare after this time. The provider will be responsible for seeking payment from the parents/carers for childcare taken up after the exemption period has ended.

## Terms & Conditions

### Criteria

#### Minimum Requirements:

1. The Provider **must be** registered with the the appropriate regulatory body, being the Care Inspectorate Wales (CIW) for Wales and Ofsted for England, and must ensure that the service offered complies with the National Minimum Standards for childcare, which includes but is not limited to keeping staff qualifications and DBS checks up to date, having adequate and appropriate Policies and Procedures in force and kept up to date, entering into clear and transparent Parent / Provider contracts.
2. Should your registration be cancelled or suspended, you must notify the Council's Family Information Service and Childcare Offer Team immediately. No funding will be paid during any period when the setting is not registered.
3. The Provider will comply with all Safeguarding legislation, guidance and codes of practice. The Provider will adhere to the All Wales Child Protection Procedures. All staff will be trained to the appropriate level. The Provider will ensure that all the relevant DBS checks are conducted in relation to all their staff dependent on their levels of contact with vulnerable individuals and families.
4. The Provider will comply with the requirements of the Special Educational Needs Code of Practice and the Council's Additional Learning Needs Referral scheme.
5. The Provider will comply with all legislation relating to equalities and human rights and all relevant guidance and Codes of Practice and the Council's Equality Policy and Equal Opportunity Policy. The Provider will ensure that there will be no discrimination against any individual on grounds of race, disability, gender, sexual orientation, religion, age or any other circumstances. The Provider will take reasonable measures to promote access to services and information.
6. The Provider shall comply at all times with all relevant legislation and guidance relating to the safe operation of the childcare service and setting (without affecting the generality of the foregoing) in particular:

- National Minimum Standards for Regulated Childcare for children up to the age of 12 years;
- Childcare Act 2006 (including section 101 provide information regarding the children in their care when requested to do so by the Council);
- Children Act 1989;
- Children Act 2004;
- Social Services and Well Being Act 2014;
- Data Protection Act 2018 and the General Data Protection Regulation;
- Health and Safety at Work Act 1974;
- United Nations Convention on the Rights of the Child ;
- The All-Wales Child Protection Procedures.

7. In relation to health and safety matters the Provider shall produce when required by the Council, satisfactory records of instruction and training of its staff and its written procedures showing compliance with the relevant legislation.
8. The Provider must be willing to act on the advice and guidance provided by the Council's Family Information Service and Childcare Offer Team and associates (where applicable) and put their recommendations into practice.
9. Once registered with the Childcare Offer, the Provider will be subject to communication from Welsh Government and their appointed researchers for monitoring and evaluation purposes.
10. Once registered with the Childcare Offer, the Provider will be subject to regular monitoring by the Local Authority, and submit records of attendance and absence on a weekly basis. Attendance records will be shared with Welsh Government.

**Admission of Children:**

11. The Provider is free to set out its own criteria for the admission of children providing that they comply with Welsh Government Guidance for the Offer and all relevant equalities and non-discriminatory legislation. All parents should have the same rights to access free entitlement regardless of whether they choose to pay for additional provision.
12. Providers should ensure that their admissions information is clear and accessible for parents and that they are clear and transparent regarding which hours / sessions can be taken as free entitlement.
13. Providers will need to ensure that parents discuss their childcare requirements with them prior to a parent making an application to the Council.
14. All members of staff and volunteers will have responsibility for Health and Safety so as to comply with the Provider's Health and Safety Procedures/Policy, and the Provider must ensure that such procedures and policies are kept under regular review and comply with relevant legislation.
15. The Provider will make every effort to support good attendance at the setting, and will report immediately if a child fails to attend booked childcare for two consecutive weeks, without good reason being provided by a parent/carer, in line with the childcare offer attendance guidance.
16. The Provider will ensure that no more than nine weeks of holiday entitlement are used per year. Children will be allocated three weeks of holiday provision at the beginning of each term. Any unused weeks can be carried over and used in the next term, provided they are

still eligible to receive the offer. However parents are not able to 'stretch' their entitlement across weeks or transfer unused hours across weeks.

17. The Provider will submit fully complete claims for childcare booked, monthly according to deadline dates supplied by the Childcare Offer Team.
18. The Provider will inform the Council if they become aware of a change of circumstances of a parent, which might affect their eligibility to the childcare offer.
19. The Provider will inform the Council immediately if they suspect or become aware of fraudulent behaviour.
20. The Provider will ensure that all relevant parties e.g. proprietor, manager, supervisor, staff, management committee etc. are all made fully aware of the requirements for registration as a Childcare Offer Provider.

**Financial Health:**

21. Clear procedures are in place to ensure financial stability. The Provider will need to ensure that should financial sustainability be jeopardised, that the Council's Family Information Service and Childcare Offer Team is notified without delay so that support can be provided where reasonably practicable.
22. The Provider will need to account to HM Revenue & Customs for all relevant taxes due.
23. No individual or Company shall be permitted to receive monies from the Council if they have previously been declared bankrupt or the subject of insolvency or winding-up proceedings; or guilty of professional misconduct including if they are trading under another name.
24. No individual or Company shall be permitted to receive monies from the Council if they have been convicted of: conspiracy, corruption, bribery, fraud or money laundering.

**Insurance:**

25. The Provider must have:
  - a) Employer's liability insurance in compliance with any legal requirements in force at the time;
  - b) Public liability insurance for the amount and range of insurance appropriate for the childcare services provided to include everything for which there is an indemnity or compensation obligation under these Terms.
26. The Provider will indemnify the Council from and against all third party actions, claims, costs and expenses including but not limited to personal injury (including an injury causing death), or loss or damage to property or otherwise as a consequence of providing a service and which cannot be attributed to negligence by the Council, its employees or its agencies. Throughout, the Provider will have a valid and appropriate insurance that is consistent with statutory, legal requirements, consistent with a range of services undertaken by the Provider. All providers will have an obligation to have Public Liability Insurance with a minimum insurance of £2,000,000 as regards any case and shall provide a copy of the insurance certificate for the Council if requested.
27. The provider will be responsible for meeting any claims for compensation following negligence by the provider to fulfil his/her responsibilities under this Agreement.

**Subcontracting & Assignment:**

28. The Provider shall not assign or subcontract its responsibilities and rights under this Agreement without the prior written consent of the Council.

**Complaints:**

29. The Provider will set out clear procedures for dealing with Service Users' complaints. These procedures must include a written record of all complaints and any action taken. The procedures and records shall be available for inspection by the Council's authorised officer or its representatives upon request.

**Force Majeure (Unforeseen Circumstances):**

30. Either party to this Contract may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

31. A party cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

32. An Affected Party cannot claim relief as a result of a failure or delay by any other person in the performance of that other person's obligations under the Contract with the Affected Party (unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event).

33. The Affected Party shall immediately give the other party written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the Affected Party, and any action the Affected Party proposes to take to mitigate its effect.

34. As soon as practicable following after the Affected Party's notification, the affected party shall use all reasonable endeavours to continue to perform, or resume performance of this Contract for the duration of such Force Majeure Event and if the Service Provider is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

35. The Affected Party shall notify the other party as soon as practicable after the Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

**General Conditions**

36. The Provider agrees that it shall comply with any provisions of the WG Guidance for Local Authorities: Childcare Offer (as may be amended from time to time) in so far as any of the provisions are intended to relate to the services to be provided by the Provider under this scheme.

37. The Provider shall provide to the Council or to the WG upon request any information or data in its possession relevant to the provision of services under this scheme, and failure to supply any such information or data will entitle the Council to terminate this Agreement.

38. The Provider agrees to submit a copy of their parent contract with this Agreement, along with details of their current fees using the template provided.

39. It is agreed that the Council shall have the right to vary these terms and conditions at any time following any change in the WG Guidance or terms and conditions affecting the funding of the scheme upon giving notice to the Provider.

40. In the event that any payment is made by the Council to the Provider either in error or as a result of the Provider providing incorrect information to the Council then the Provider shall repay any monies owing to the Council within 28 days of request.

## Commencement and Duration

This Agreement shall commence on 1st September 2019 and will be reviewed on an annual basis as a minimum, or as necessary in light of emerging guidance.

## Termination of the Agreement

1. Should either party wish to terminate this agreement then a minimum period of one full term's notice shall be provided in writing to the named parties within this agreement. In the event that the Provider finds that they have difficulty in meeting the terms and conditions of this agreement then the Provider is encouraged to contact the Council as early as possible to try and resolve the problems.
2. The Council may terminate this Agreement by giving one month's notice to the Provider in any of the following circumstances:
  - a) the WG withdraws funding for the scheme or notifies the Council of variations to the scheme; or
  - b) the Provider breaches any of the terms and conditions of this Agreement.
3. The Council may terminate this Agreement immediately in any of the following circumstances:
  - a) if the Provider commits a serious breach of any of the terms and conditions of this Agreement;
  - b) if any safeguarding concern is raised in relation to childcare services provided by the Provider; or
  - c) if the Council suspects that any act of fraud has been committed by the Provider.

## Signature and Declaration

By signing this application you agree to all the terms and conditions herein contained or referred to. If it is found that any information you supply during the term of this agreement is false or incorrect then funding will be withdrawn and further action may be taken to recover any costs.

**I have read the above and agree with the terms and conditions**

<b>Signature</b>	
<b>Name in BLOCK letters</b>	
<b>Position Held</b>	
<b>Date</b>	

You should retain a signed copy of this form for your records.

Please return by email to: [mon.childcareoffer@newport.gov.uk](mailto:mon.childcareoffer@newport.gov.uk)

**Childcare Offer Team  
Newport City Council  
Malpas Court Mansion House  
Oliphant Circle  
Newport, NP20 6AD**