



Cyngor Sir
CEREDIGION
County Council



Ariennir gan
Lywodraeth Cymru
Funded by
Welsh Government



Addysg gynnar a gofal • Early education and care

Welsh Government funded Childcare Offer

Childcare Provider

Terms and Conditions 2018



The Agreement is made on [14/11/2018]

BETWEEN:

Cyngor Sir Ceredigion County Council of Penmorfa, Aberaeron, SA46 0PA (“the Council”); and

Childcare setting name and address (“the Childcare Provider(s)”)

together also referred to as “the Parties” or each separately as “Party”

1. Preamble

This Agreement sets out the expectations of all childcare settings registered with the Council to deliver the Welsh Government’s 30 hour childcare offer for 3 and 4 year olds which comprises of up to 10 hours per week of Foundation Phase Nursery (“FPN”) provision and up to a maximum of 20 hours per week of childcare collectively to a maximum of 30 hours of combined education and childcare during school term time of 39 weeks per year and 30 hours of childcare per week during 9 weeks of the school holidays split into 3 weeks of holiday provision per term (“the Childcare Offer”). The childcare element of the Childcare Offer will be referred to in this agreement as “the Scheme”. A child becomes eligible for the Childcare Offer from the term after the child’s 3rd birthday and remains eligible until the point at which they are offered a full time education place by the local authority of the county in which they reside, which will either be the term after or the September after the child’s 4th birthday or the term in which they turn 4. In cases where children are offered a full time education place before the September after their fourth birthday they will only be eligible to receive 30 hours per week of holiday provision outside of term time up until the September after their 4th birthday.

2. Authorised Officer

The Parties’ representatives for the purposes of this agreement shall be as stated below and shall be referred to as “Authorised Officer(s)”:

for the Council:-

Carys Davies, Strategic Childcare Manager of Canolfan Rheidol, Rhodfa Padarn, Llanbadarn Fawr, Aberystwyth, Ceredigion, SY23 3UE



for the Childcare Provider:-

[INSERT Name and Job title and ADDRESS]

3. Commencement and Duration

- 3.1 This Agreement shall commence on 29th April, 2019 in Pembrokeshire and will continue until the Welsh Government ceases to provide grant funding to the Council to deliver the Childcare Offer or the Council ceases to deliver the Childcare Offer subject to a review as necessary in light of emerging guidance and legislation and subject to the termination provisions in this agreement.
- 3.2 The Council will have the right to vary this Agreement to reflect changes in legislation and guidance from Welsh Government. Any variation to these terms and conditions must be agreed in writing and signed by the Authorised Officer of each Party. In the event of any variation, all terms and conditions of this Agreement shall apply to such variation except as may otherwise be expressly provided therein.

4. Services

- 4.1 The Council is authorised by the Welsh Government to deliver and administer the Childcare Offer in Ceredigion and on behalf of Carmarthenshire, Powys and Pembrokeshire County Councils (“the Partners”).
- 4.2 The Council will promote the Childcare Offer, issue applications and assess applications received from parents/carers for eligibility. Parents/carers will be notified of their eligibility in writing and supplied with a unique reference number.
- 4.3 The Scheme will be administered by the Council’s childcare unit whose offices are at Canolfan Rheidol, Rhodfa Padarn, Llanbadarn Fawr, Aberystwyth, Ceredigion, SY23 3UE and who can be contacted by e-mail at gofalplant@ceredigion.gov.uk (“the Childcare Unit”).

Ceredigion – gofalplant@ceredigion.gov.uk

Carmarthenshire – gofalplantsirgar@ceredigion.gov.uk



Powys – gofalplantpowys@ceredigion.gov.uk

Pembrokeshire – gofalplantsirbenfro@ceredigion.gov.uk

- 4.4 Childcare settings will need to apply to the Council and be registered by the Council in order to provide the Scheme. Parents will be provided with links to details of all local childcare settings with those registered to provide the Scheme indicated. Parents/ carers will choose what childcare setting to use and contact childcare settings directly to book childcare required. Only childcare settings registered to provide the Scheme will be approved and funded by the Council pursuant to the Scheme.
- 4.5 Childcare Providers must:-
- 4.5.1 be registered with Care Inspectorate Wales (“CIW”) or the Office for Standards in Education, Children's Services and Skills (“Ofsted”).
 - 4.5.2 be registered with the Council as a supplier of childcare for the Scheme;
 - 4.5.3 keep up to date with national minimum standards and implement any changes necessary;
 - 4.5.4 ensure all staff have appropriate experience, skills and qualifications.
- 4.6 Childcare Providers must inform the Council’s Childcare Unit of childcare booked using an on-line reporting portal.
- 4.7 Childcare Providers must enter into their usual contractual arrangements with parents/ carers for the provision of childcare and other services such as meals, transport and trips.
- 4.8 The Council cannot guarantee placements under this agreement.

5. Childcare Provider Obligations

5.1 The Childcare Provider is obliged to:-

- 5.1.1 Deliver the agreed amount of childcare up to a maximum of 20 hours per week during school term time for 39 weeks per year and up to a maximum of 30 hours per week for 9 weeks of the school holidays. Any additional hours required by parents/ carers will be subject to a separate agreement between the Childcare Provider and the parent/ carer.



- 5.1.2 Agree to ongoing monitoring by the Council, Welsh Government, auditors and the independent contractor procured by the Welsh Government to evaluate the Childcare Offer.
- 5.1.3 Submit the required information to the Council as set out in this Agreement to include details of the eligible child(ren) which will include the full name of the child(ren), unique reference number and total number of hours and days of childcare used per week to the Childcare Unit via the on-line reporting portal.
- 5.1.4 Adhere to the timetable provided for making claims for payment from the Scheme as set out in clause 6.
- 5.1.5 Submit evidence of attendance to support claims if required by the Childcare Unit.
- 5.1.6 Have a contract with the parent/ carer.
- 5.1.7 Allow a visit by the Authorised Officer or a notified alternative officer to verify child(ren)'s attendances where required for audit.
- 5.1.8 Inform the Childcare Unit if a child does not attend for a period of 10 working days or more without a valid reason being given by parents/ carers.
- 5.1.9 Inform the Childcare Unit if a parent/ carer fails to take up the hours funded through the Scheme.
- 5.1.10 Inform the Childcare Unit if a child leaves the childcare setting.
- 5.1.11 Notify the Authorised Officer if a parent/ carer is suspected of making a fraudulent claim for funding from the Scheme.
- 5.1.12 Repay to the Council on demand any money in respect of the Scheme that is incorrectly or inappropriately paid or claimed.
- 5.1.13 Agrees to the Council providing details of the Childcare Provider and the children in its care who take up the Childcare Offer to the Welsh Government including:
 - a) The Childcare Provider's contact details including telephone number, e-mail and postal address and CIW registration number;
 - b) The language provision of the setting as self-declared to the Council or the Partners and to CIW;
 - c) The number of hours that each child receiving the Childcare Offer in the setting have booked and how many hours they have actually attended; and



- d) any additional costs which parents/ cares have incurred through taking up the Childcare Offer at the setting including food and travel costs and any additional hours used at the setting in addition to the hours available under the Scheme.
- 5.2 The Childcare Provider should keep accurate up to date records of the children who attend their setting and take appropriate technical security measures to protect the personal information processed as part of the Scheme.
- 5.3 The Childcare Provider should handle all information about individuals in accordance with UK data protection law.
- 5.4 The Childcare Provider should ensure that all staff or volunteers with access to personal information are aware of their data protection responsibilities including the need to protect the information and respect the confidentiality of it and should make clear to staff that any misuse of personal information is a criminal offence.
- 5.5 Personal information collected and disclosed as part of the Scheme must not be used for any other purpose unless this is expressly authorised by the Information Commissioner.
- 5.6 Any breaches involving personal data processed as part of the Scheme must be reported to the Information Commissioner within two days.

6 Payment Arrangements

- 6.1 Childcare Providers will be paid £4.50 per hour for the provision of childcare to 3 and 4 year olds that are confirmed as eligible for the Scheme. This will be up to a maximum of 20 hours per week of childcare during term time and up to a maximum of 30 hours per week during 9 weeks of the school holidays divided into 3 weeks of holiday provision per school term and dependent on submission of relevant information by the Childcare Provider to the Council and the hours used for the Scheme. The maximum number of hours paid during term time will be dependent on where the child accesses the FPN provision and the number of hours of FPN provision offered. Payment from the Scheme will be to a maximum of 20 hours per week for 39 weeks per year during school term time. Payment from the Scheme will be to a maximum of 30 hours per week for 9 weeks per year of the school holidays. The Council will make payment to the Childcare Provider



subject to the submission of information as set out in this Agreement and re-claim such costs from the Welsh Government via grant funding.

- 6.2 Childcare Providers may make additional charges for meals and snacks provided and can charge 75p per snack and £2 per meal up to a maximum of £7.50 per day to cover 3 meals and 2 snacks. Parents/ carers will be responsible for payment of any additional charges. Childcare Providers should not charge parents/ cares who access the Scheme more for any additional elements than they charge parents/ carers who are not accessing the Scheme. A charge by the Childcare Provider of excessive or unreasonable additional fees may constitute a breach of this agreement.
- 6.3 Childcare Providers may make additional charges for transport. Any mileage claimed should reflect HMRC rates, currently 45p per mile. Parents/ carers will be responsible for payment of any additional charges.
- 6.4 Childcare Providers cannot charge parents/ carers an additional hourly rate to top up their fees but may charge parents/ carers for additional hours used at their usual fee rate.
- 6.5 Retainers or other fees will not be paid by the Council but Childcare Providers can charge parents/carers if that is part of their usual terms and conditions.
- 6.6 Childcare Providers will be paid on the basis of bookings received for that month within the parameters of the Scheme. The Childcare Provider must fully complete a claim form and submit the claim form to the Childcare Unit via the on-line reporting portal during the first 4 working days of the month. Subject to the claim form being completed to the satisfaction of the Childcare Unit during the first 4 working days of the month, the Childcare Provider shall receive payment prior to the end of the month. If the claim form is not completed during the first 4 working days of the month but is fully completed and submitted thereafter, payments shall be made the following month. Childcare Providers must submit their bank details to the Childcare Unit and payments will be made via BACS transfer to the nominated bank account of the Childcare Provider.
- 6.7 Payment pursuant to the Scheme will be made direct to the Childcare Setting by the Council. Any hours in addition to those funded by the Scheme will be a private arrangement between the Childcare Provider and the parent/ carer.



- 6.8 The Council reserves the right to set off any amount owed to it by a Childcare Provider, including where an overpayment has been made due to an incorrect or inappropriate payment or claim, against any amount due to the Childcare Provider under this Agreement.
- 6.9 Parents/carers who become ineligible due to a change in circumstances will be allowed an eight week temporary exemption period (“TEP”) where childcare will continue to be funded pursuant to the Scheme. In the absence of a parent/ carer satisfying the eligibility criteria for the Scheme after the TEP has expired, if childcare is provided after the TEP ends the parent/carer will become responsible for meeting all fees.
- 6.10 Additional funding will be available to support children with Special Educational Needs and the process for claiming such funds will be governed by a separate agreement. Contact should be made to the Childcare Unit for further information.
- 6.11 Childcare Providers must take all reasonable steps to prevent the risk of fraud to the Council. Where fraud is suspected, the Childcare Provider must immediately notify the Childcare Unit.
- 6.12 The Childcare Provider agrees to repay the Council within 28 working days of a written demand any funds that are discovered to have been paid or claimed incorrectly or inappropriately together with interest thereon.

7. Monitoring Requirements

- 7.1 The Childcare Provider shall at all times allow the Authorised Officer and/ or their representative access to documents, records and procedures relevant to the satisfactory provision of the Scheme.
- 7.2 The Childcare Provider shall provide to the Council on at least a monthly basis the following:-
- 7.2.1 Name of child registered for childcare under the Scheme and unique childcare offer number;
- 7.2.2 Number of hours and days of booked childcare per child per week;
- 7.2.3 Number of hours of childcare expected to be funded under the Scheme per week and number of days;
- 7.2.4 Number of hours a child has attended childcare with the Childcare Provider per week;



- 7.2.5 The language used by the Childcare Provider with the child;
- 7.2.6 Confirmation if the child takes up their Foundation Phase Nursery entitlement;
- 7.2.7 Detail of additional fees being charged to parents.
- 7.3 Systems must be put in place by the Childcare Provider to keep all information up to date and securely stored.

8. Legislation and Guidance

- 8.1 The Childcare Provider shall comply at all times with the relevant legislation and guidance that pertain to the safe operation of the Scheme and (without affecting the generality of the foregoing) in particular:-
 - a) National Minimum Standards for Regulated Childcare for children up to the age of 12 years
 - b) Childcare Act 2006
 - c) Children Act 1989
 - d) Children Act 2004
 - e) Social Services and Well Being Act 2014
 - f) General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018
 - g) Health and Safety at Work Act 1974
 - h) United Convention of the Rights of the Child 1991
 - i) The All-Wales Child Protection Procedures;
 - j) The Equality Act 2010;
 - k) The Human Rights Act 1998;
 - l) The Welsh Language (Wales) Measure 2011;
 - m) The Bribery Act 2010;
 - n) The Modern Slavery Act 2015;
 - o) Children and Families (Wales) Measure 2010.



9. Equal Opportunities

- 9.1 The Childcare Provider shall at all times comply with the requirements of the Equality Act 2010.
- 9.2 In so far as is necessary to enable the Council to comply with its duty under the Equality Act 2010, the Childcare Provider shall give the Council such information as the Authorised Officer may reasonably require in order to satisfy himself as to the Childcare Provider's compliance with the said Act.

10. Change in Status of Organisation

The Childcare Provider shall notify the Authorised Officer of any change to the status of the Childcare Provider to include in respect of registration and/or change of ownership of the Childcare Provider, in writing, within 7 working days of such change.

11. Confidentiality

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clauses 5.1.13 and 11.2.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

12. Freedom of Information

- 12.1 The Childcare Provider acknowledges that the Council and the Partners are subject to the requirements of the Freedom of Information Act 2000 ("FOIA")



and the Environmental Information Regulations 2004 (SI 2004/3391) (“EIR”) and will facilitate the Council and the Partners compliance with its information disclosure obligations.

- 12.2 The Childcare Provider acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA, be obliged to disclose information without consulting or obtaining consent from the Childcare Provider, or having taken the Childcare Provider’s views into account and the Childcare Provider agrees that the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure or to release information in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.

13. Complaints

The Childcare Provider will set out clear procedures for dealing with complaints by users. 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 Authorised Officer or their representatives upon request.

14. Subcontracting & Assignment

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

15. Staffing

- 15.1 The Childcare Provider will provide to the Council’s Authorised Officer or their representatives, on request, an organisational chart detailing the staffing and management structure of the Childcare Provider, including details of the qualifications of staff members. The Childcare Provider shall notify the Council’s Authorised Officer of any changes in staffing within 30 working days.
- 15.2 The Childcare Provider shall ensure that all relevant checks are completed before a person starts working with children or has regular unsupervised contact with children. The Childcare Provider must ensure that all staff and managers, working in the setting, have applied for and obtained an enhanced certificate from the Disclosing and Barring Service, which must then be renewed every three years. The Childcare Provider must notify the Council of any safeguarding referrals the Childcare Provider has made to the Police or Social Services regarding a member of staff, student, trainee and/ or volunteer working in the setting.



15.3 The Childcare Provider must ensure that all staff and volunteers are appropriately trained to include completion and renewal of all mandatory training at required intervals, supervised and managed to include regular one to one sessions, performance reviews and access continual professional development opportunities.

15.4 The Childcare Provider must ensure that arrangements are in place to cover staff holidays, sickness, training and other absences, at no additional cost to the Council.

16. Insurance and Indemnity

16.1 The Childcare Provider shall indemnify and keep the Council and the Partners indemnified against the injury to or death of any person or persons, and loss of or damage to any property including property of the Council or Partners, and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising out of the provision of the Scheme or in relation thereto (which for the avoidance of doubt includes any claims based on the Human Rights Act 1998), except and to the extent that it may arise out of the act, default or negligence of the Council or the Partners, their employees or agents not being the Childcare Provider or employed by the Childcare Provider.

16.2 Without thereby limiting its responsibilities under this condition, the Childcare Provider shall insure, with a reputable insurance company, against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Childcare Provider's obligations under this Agreement and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

16.3 Save only in respect of liabilities for death or personal injury resulting from the negligence of the Council or the Partners or their servants, the Council and the Partners shall not be liable for any loss or damage whether caused by the negligence of the Council or its servants or agents or in any other way whatsoever and the Council shall in no circumstances be liable to the Childcare Provider for any loss of profit business or production or any similar loss or damage whether direct indirect or consequential howsoever caused.

16.4 The Childcare Provider shall maintain with a reputable insurance company such public liability insurance, professional indemnity insurance and other insurances as are necessary to cover any liabilities arising in this Agreement with a level of indemnity of at least £5,000,000 for any one occurrence which must comply with the requirements specified in any legislation from time to time. The Childcare Provider shall not do or permit to be done anything which would make such insurance cover void or voidable.



16.5 The Childcare Provider's liability and indemnity to the Council and the Partners arising under these conditions shall be without prejudice to any other right or remedy available to the Council and the Partners.

17. Force Majeure

17.1 Subject to the remaining provisions of this clause, neither Party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake or as a result of any industrial action ("Force Majeure event").

17.2 In the event that either Party is delayed or prevented from performing its obligations under this agreement by a Force Majeure event, such Party shall:

17.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

17.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

17.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

17.3 A Party cannot claim relief if the Force Majeure event is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure event.

17.4 The Childcare Provider cannot claim relief if the Force Majeure event is one where a reasonable service provider should have foreseen and provided for the cause in question.

17.5 As soon as practicable following the affected Party's notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure event and to facilitate the continued performance of this agreement. Where the Childcare Provider is the affected Party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure event in accordance with best industry practice.

17.6 The affected Party shall notify the other Party as soon as practicable after the Force Majeure event ceases or no longer causes the affected Party to be unable to comply with its obligations under this agreement. Following such



notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure event unless agreed otherwise by the Parties.

- 17.7 The Council may, during the continuance of any Force Majeure event, terminate this agreement by written notice to the Childcare Provider if a Force Majeure event occurs that affects all or a substantial part of the Scheme and which continues for more than 20 working days.

18. Termination of Agreement

- 18.1 The Childcare Provider may terminate the agreement upon giving eight weeks' notice, in writing, to the Council.

- 18.2 The Council may terminate this agreement wholly or in part at any time subject to one month's written notice to the Childcare Provider.

- 18.3 In the case of serious or persistent breach of the agreement either Party has the right to terminate the agreement with immediate effect by writing to the Authorised Officer at the address stated in clause 2. If a Childcare Provider consistently fails to comply with the conditions of this Agreement, the Council may take steps to de-register the Childcare Provider as a supplier of childcare for the Scheme.

- 18.4 Notwithstanding the provisions of Clause 18.2, the Council may be entitled to terminate this Contract (in whole or in part) with immediate effect by giving written notice to the Childcare Provider in the following circumstances:

18.4.1 if the Welsh Government ceases to provide grant funding to the Council in respect of the Childcare Offer;

18.4.2 if the Childcare Provider is in breach of any of its obligations under this Agreement and if such breach is capable of remedy fails to remedy the breach within 5 working days (or such other time as agreed in writing between the parties) of a written request by the Council to remedy the same;

18.4.3 if the Childcare Provider shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business;



- 18.4.4 if a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding up of the Childcare Provider or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction);
- 18.4.5 if the Childcare Provider has offered or given or agreed to give any person any gift or a consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this Agreement or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Council or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Childcare Provider) or if in relation to any contract with the Council the Childcare Provider or any person employed by him or acting on his behalf has committed any offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under sub section (2) or (3) of Section 117 of the Local Government Act 1972;
- 18.4.6 if there is a change of control of the Childcare Provider or (where the Childcare Provider is a subsidiary company) of its ultimate holding company.
- 18.5 In the event of termination of this Agreement (in whole or in part) for any of the reasons specified in Clause 18.4 the Council may exercise any or all of the following rights:
- 18.5.1 the Council may require the Childcare Provider to perform any of its obligations existing at the date of termination;
- 18.5.2 the Council shall cease to be under any obligation to make any further payments under this Agreement;
- 18.5.3 the Council shall be entitled to recover from the Childcare Provider any loss, damages, costs or expenses to the Council resulting from or arising out of the termination of this Agreement (in whole or in part) including the reasonable cost to the Council of time spent by its officers in terminating this Agreement (in whole or in part).
- 18.6 The termination (in whole or in part) or expiration of this Agreement shall be without prejudice to the rights and remedies a Party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either Party nor the coming into or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination or expiration.



19. **Waiver**

If a party fails to enforce the terms of this Agreement in any way, then this will not constitute a waiver in any way of the right to enforce any of the Contract terms for any reason whatsoever.

20. **Council's Welsh Language Standards**

20.1 The Childcare Provider will be encouraged to adhere to the principles set out in the relevant sections of the Welsh Language Standards (in accordance with the Welsh Language (Wales) Measure 2011), imposed on the respective County Council in which the Service Provider operates; consequently working towards ensuring that an active offer of Welsh medium service is provided.

20.2 A full copy of the Welsh Language Standards may be found on the respective County Council's website as follows:-

Ceredigion County Council

<http://www.ceredigion.gov.uk/media/3426/ceredigion-welsh-language-standards-englis.pdf>

<http://www.ceredigion.gov.uk/your-council/strategies-plans-policies/welsh-language/welsh-language-standards/>

Carmarthenshire County Council

<https://www.sirgar.llyw.cymru/media/2307/strategaeth-hybu.pdf>

<https://www.carmarthenshire.gov.wales/media/2297/20170321-hysbysiad-cydymffurfio44-cyngor-sir-gâr-en.pdf>

Pembrokeshire County Council

<https://www.pembrokeshire.gov.uk/customer-service/welsh-language-standards>

Powys County Council

<https://customer.powys.gov.uk/article/3268/Welsh-Language-Standards>

20.3 With these requirements in mind, the Childcare Provider is encouraged to develop and adopt a Welsh Language Policy. Guidance and template may be



found on the Welsh Language Commissioners website:
www.comisiynyddygyymraeg.cymru/hybu

- 20.4 For services delivered in Ceredigion, the Childcare Provider is encouraged to work towards achieving the relevant sections of the Council's Welsh Language Standards by providing a bilingual service as follows:
- (i) Ensure that the parent/ carer and his/her family are offered the choice of a service in Welsh or English for (a) verbal contact and (b) written communications;
 - (ii) Record the language preference of the parent/ carer and his/her family for (a) verbal contact and (b) written communications, and use that language for all subsequent communications;
 - (iii) Pass on the record of language choice for all subsequent contact by others;
 - (iv) Ensure that information and literature you provide for the public is bilingual;
 - (v) Ensure that internal and external signage is bilingual;
 - (vi) Ensure that advertisements are bilingual;
 - (vii) Ensure that you have your own arrangements in place to translate any written materials.
- 20.5 The Childcare Provider shall be responsible for promoting and monitoring the delivery of the Scheme in Welsh and English to the parent/ carer and shall use all reasonable steps to achieve this.
- 20.6 The provisions of this clause 20 shall not apply to a Childcare Provider located outside Wales.

21. Dispute Resolution

- 21.1 Notwithstanding the mediation provision of Clause 21.4 if one Party is of the opinion that the other Party is not performing their obligations under the terms of the agreement, they shall contact other Party to discuss the issues/problems with a view to resolving them at that stage.
- 21.2 In the first instance contact should be made between the Authorised Officers who will look to resolve any issues/problems. This may involve assistance from staff if necessary.
- 21.3 Where either Party is not satisfied with the outcome of discussions, or if the Parties experience continued problems, then the Corporate Lead Officer of the Council's Learning Services shall become involved with a view to resolving the matter.



- 21.4 Ultimately if the issues are still in dispute then the matter in dispute may be referred to a mediator. The aggrieved Parties may jointly appoint an independent mediator the costs of which shall be borne equally between the Parties in the dispute. If the Parties are unable to agree on the appointment of a mediator, the Parties will apply to the Centre for Effective Dispute Resolution (CEDR) for the appointment of a mediator.
- 21.5 Nothing in this clause shall prevent any Party from pursuing recourse via the Court.

22. Gratuities & Bribery Act 2010

- 22.1 The Childcare Provider shall not, under any circumstances, whether by itself or by any other person employed by it in providing the Scheme, give or agree to give the Council any offer of payment, gift reward, collection, charge or any other form of money taking as an intention to obtain favourable treatment under this Agreement or any other contract.
- 22.2 The Childcare Provider warrants, represents and undertakes to the Council that it and its employees, consultants, agents or sub-contractors shall at all times comply with the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
- 22.3 The Childcare Provider, if requested, will provide the Council with any reasonable assistance to investigate any potential breaches of the Bribery Act 2010.
- 22.4 If any breach of clause 22 is suspected, likely to occur or known, the Childcare Provider must notify the Council immediately.
- 22.5 If the Childcare Provider or any of its employees, consultants, agents or sub-contractors, engages in conduct which breaches the Bribery Act 2010 or Clause 22, the Council may:
- 22.5.1 terminate this Contract with immediate effect by notice in writing; and
 - 22.5.2 recover, in full, from the Childcare Provider any losses sustained by the Council as a result of the breaches.

23. Compliance with Anti-Slavery and Human Trafficking Laws

- 23.1 In performing its obligations under the Agreement, the Childcare Provider shall:



23.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and

23.1.2 have and maintain throughout the term of the Agreement its own policies and procedures to ensure its compliance;

23.1.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 23.

23.2 The Childcare Provider represents and warrants that at the date of this Agreement:

23.2.1 neither the Childcare Provider nor any of its officers, employees or other persons associated with it:

- (i) has been convicted of any offence involving slavery and human trafficking; and
- (ii) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

23.3 The Childcare Provider shall notify the Council as soon as it becomes aware of:

23.3.1 any breach, or potential breach of the Modern Slavery Act 2015; and/or

23.3.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Agreement.

23.4 The Childcare Provider shall:

23.4.1 maintain a complete set of records to trace the supply chain of all works, goods and services provided to the Council in connection with this Agreement; and

23.4.2 permit the Council on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 23, to have access to and take copies of the Childcare Provider's records and any other information and to meet with the Childcare Provider's personnel to audit the Childcare Provider's compliance with its obligations under this clause.



23.5 The Childcare Provider shall indemnify the Council against any losses, liabilities, damages, costs (but not limited to legal fees) and expenses incurred by, or awarded against the Council as a result of any breach of the Modern Slavery Act 2015 resulting from any action or omission by the Childcare Provider and its sub-contractors and/or suppliers.

23.6 The Council may terminate the Agreement with immediate effect by giving written notice if the Childcare Provider commits a breach of the Modern Slavery Act 2015.

24. Health and Safety

24.1 The Childcare Provider shall observe the provisions of the Health & Safety at Work Act 1974 and any amendments thereto and other relevant legislation, regulations and codes of practice relating to health and safety, insofar as they are applicable to this agreement.

24.2 The Childcare 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.

25. Notices

25.1 Any notice to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by hand or sent by pre-paid first-class post or other next working day delivery service and if addressed to the Authorised Officer of a Party to the address as specified in Clause 2 or to such other address as is notified in writing to the other for this purpose.

25.2 Any notice delivered by hand shall be deemed to have been duly given at the time of delivery by hand. Any notice sent by post shall be deemed to have been duly given 2 working days after posting.

25.3 This Clause does not apply to the scenario of any proceedings or other documents in any legal action.

26. The Contracts (Rights of Third Parties) Act 1999

The parties to this Agreement agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 are hereby excluded.

27. Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, as applicable in Wales.



Cyngor Sir
CEREDIGION
County Council



Ariennir gan
Lywodraeth Cymru
Funded by
Welsh Government

Please return this contract to:

Uned Gofal Plant / Childcare Unit
Cyngor Sir Ceredigion County Council.
Canolfan Rheidol
Rhodfa Padarn
Llanbadarn Fawr
Aberystwyth
Ceredigion
SY23 3UE

Or by e-mail to:

Ceredigion – gofalplant@ceredigion.gov.uk

Carmarthenshire – gofalplantsirgar@ceredigion.gov.uk

Powys – gofalplantpowys@ceredigion.gov.uk

Pembrokeshire – gofalplantsirbenfro@ceredigion.gov.uk



SIGNATURES

On behalf of the Council	
Duly authorised officer of the Council :	
Signed:	
Print Name:	Meinir Ebbsworth
Date:	
Position:	Swyddog Arweiniol Corfforaethol / Corporate Lead Officer
Signed:	
Print Name:	Carys Davies
Date:	
Position:	Rheolwraig Strategol Gofal Plant / Childcare Strategic Manager

For Childcare Provider	
Authorised signatory for and on behalf of the Provider:	
Signed:	
Print Name:	
Date:	
Position:	