

**Early Learning and Childcare Agreement
between
CITY OF EDINBURGH COUNCIL (“the Council”)
and
Private, Voluntary & Independent (PVI) Partner Provider**

1 THE AGREEMENT

1.1 PARTIES TO THE AGREEMENT

Early Learning and Childcare Agreement	
<p>The City of Edinburgh Council, a local authority constituted under the Local Government etc (Scotland) Act 1994, with principal place of business at:</p> <p>Waverley Court, 4 East Market Street, Edinburgh EH8 8BG (the “Council”)</p> <p>Early Years Inbox: earlyyears@edinburgh.gov.uk</p>	<p>PVI Partner Provider (the “Partner Provider”)</p> <p>Partner Provider name: Wee Mack’s Nursery Ltd</p> <p>Address: 71 Constitution Street, Edinburgh, EH8 7EZ</p>
<p>Category of PVI Provider (please tick accordingly):</p> <ul style="list-style-type: none"> • Private <input checked="" type="checkbox"/> • Voluntary <input type="checkbox"/> • Independent <input type="checkbox"/> • Childminder <input type="checkbox"/> 	<p>Basis upon which premises are occupied (please tick accordingly):</p> <ul style="list-style-type: none"> • Owner <input type="checkbox"/> • Lease which covers period of this Agreement <input checked="" type="checkbox"/>

1.2 DURATION

Start Date:	13/08/2025
End Date: (unless terminated early as set out in this Agreement)	Temporary agreement pending outcome of next Care Inspection.

1.3 PARTNER PROVIDER INFORMATION

Partner Provider Name:	Wee Mack’s Nursery Ltd
Registered Company Name (if different from Partner Provider Name):	
Registered Company Number:	SC659860
Address of Registered Company Office:	71 Constitution Street Edinburgh

	EH6 7AF
Registered Company Status (please tick accordingly):	limited by shares <input checked="" type="checkbox"/> company limited by guarantee <input type="checkbox"/> unincorporated <input type="checkbox"/>
If entered in Scottish Charity Register, please state:	
• Charity Register Number:	
• Charity Name (as entered on Register):	
• Any other name Charity is commonly known as:	

1.4 INSPECTION AUTHORITIES' INFORMATION

<u>Care Inspectorate Information</u>			
Service (Partner Provider) Registered Name:		Wee Mack's Ltd	
Service (Partner Provider) Registration Number:		CS2021000229	
Service Provider (Company) Registered Name:			
Service Provider (Company) Registration Number:			
Date of last Inspection Report:		30 th May 2024	
Evaluations awarded at last Inspection:			
Care & Support	3	Environment	4
Staffing	3	Management & Leadership	3
<u>Education Scotland (HMIE) Information</u>			
Date of last Inspection Report:			

1.5 BACKGROUND

1.5.1 Underpinning Legislation, Guidance and Policy Drivers

The Partner Provider in delivering the services must comply with the following legislation, guidance and policies as may be amended from time to time or any other legislation, guidance and policy regulating the provision of early learning and childcare in Scotland.

[Education \(Scotland\) Act 1980](#)

[Standards in Scotland's Schools etc. Act 2000](#)

[Children and Young People \(Scotland\) Act 2014](#)

[How good is our early learning and childcare? Education Scotland](#)

[Funding follows the child and the national standard for early learning and childcare providers: principles and practice](#)

[Funding Follows The Child and the National Standard for Early Learning and Childcare Providers: Operating Guidance](#)

[Early learning and childcare: Statutory Guidance updated July 2021](#)

[Curriculum for Excellence, Education Scotland](#)

[Realising the Ambition](#)

[Pre-birth and Early Years - Supporting Young People's Health & Wellbeing](#)

[Education \(Additional Support for Learning\) \(Scotland\) Act 2009](#)

[Equality Act 2010](#)

[Public Services Reform \(Scotland\) Act 2010](#)

[Data Protection Act 2018](#) (General Data Protection Regulation (GDPR))

[Edinburgh Children's Services Plan 2023-26](#)

[Edinburgh and the Lothians Multi-agency Child Protection Procedures](#)

[UNCRC \(Incorporation\) \(Scotland\) Act 2024](#)

[SSSC Codes of Practice - Scottish Social Services Council](#)

[Quality Improvement Framework for the Early Learning and Childcare Sectors, Education Scotland](#)

1.5.2 Law of Scotland

The construction, validity, performance and all other matters arising out of and in connection with this Agreement, shall be governed by the law of Scotland and be subject to the exclusive jurisdiction of the Scottish Courts.

1.5.3 Purpose of the Partnership

The Council is required by statute to provide eligible children with 1140 hours of early learning and childcare over a period of at least 38 weeks and up to 52 weeks each year, and to make available funding to Providers in the private, voluntary and independent sectors within the City of Edinburgh Council area (hereinafter referred to as "Funding"), with the purpose of providing:

1.5.3a Early learning and childcare for eligible children in accordance with the Education (Scotland) Act 1980, the Standards in Scotland's Schools etc Act 2000, the Children and Young People (Scotland) Act 2014, and any regulations and/or guidance made thereunder;

1.5.3b Early learning and childcare for children accessing a deferred year;

1.5.3c The Council will make funding available to the Partner Provider for places for early learning and childcare, and the Partner Provider will provide such early learning and childcare, as is set out in this Agreement and the National Standard.

1.5.4 Additional Considerations

As agreed at the Education, Children & Families Committee, the Council is required to operate within the budget available and to make best use of all resources including the local authority's own early years provision.

2 THE SERVICE

2.1 Admissions

2.1.1 All funded places provided by Partner Providers are to be reserved for children resident within the City of Edinburgh Council area.

2.1.2 The Council will only fund children who have a place reserved with the Partner Provider setting for not less than ten (10) hours per week and for no less than 38 weeks of the school year.

2.1.3 The Partner Provider will not accept any new children who are not resident within the City of Edinburgh Council area for a funded place.

2.1.4 Where there is any query or dispute regarding the eligibility of a child for a funded place, the Council's decision will be final.

2.2 NAMS/SEEMiS System

2.2.1 The Council will:

- provide the Partner Provider with guidance and support in the use of the NAMS/SEEMiS system (including, but not limited to, visits, telephone/email queries and training);
- provide the Partner Provider with Funding application forms which must be completed by parents/carers in respect of whose children Funding is/will be payable; and
- maintain records of individuals who have access to, and who use, the NAMS/SEEMiS system.

2.2.2 The Partner Provider will:

- use the NAMS/SEEMiS system to record information for all children in respect of whom Funding is/will be payable;
- keep such information up to date on a regular basis and within agreed timescales;
- mark children as 'leavers' on the NAMS/SEEMiS system (to ensure removal of their names from any relevant list of children in respect of whom Funding is payable) when they cease to be eligible for Funding;

- ensure that staff are adequately trained to administer the NAMS/SEEMiS system properly;
- ensure the security of the user account information assigned to them to enable use of the NAMS/SEEMiS system;
- inform the Council via the Early Years team inbox of the names of the staff who have been trained to administer the NAMS/SEEMiS system.
- inform the Council via the Early Years team inbox immediately of any changes to the staff who undertake the function of administering the NAMS/SEEMiS system;
- ensure that Funding application forms are given to parents/carers for completion in advance of their child(ren) becoming eligible to receive Funding; and
- ensure that all completed forms are kept by the Partner Provider until the child leaves/gives up his/her place at the Partner Provider and will provide to the Council on request copies of such forms for monitoring by the Council.

2.3 Inspections

The Partner Provider will:

- 2.3.1 Open for inspections by or under the direction of the Care Inspectorate and Education Scotland (HMIE) and afford those carrying out the inspection all the facilities they require to carry out such inspections.
- 2.3.2 Develop an action plan which will be shared with Senior Officers within the Early Years team.
- 2.3.3 Provide to the Council via the Early Years Team mailbox within one week of publication, and make available to parents/carers on request, a copy of the reports pertaining to the latest inspections carried out by the Care Inspectorate and Education Scotland (HMIE). If relevant, the Partner Provider will also attach their plans for improvement arising out of any requirements or recommendations made by either or both of these authorities.
- 2.3.4 Publicly display the reports within the Partner Provider setting at all times as required by law.
- 2.3.5 Publicly display the plans for improvement within the Partner Provider setting at all times as required by law.
- 2.3.6 Make the complaints register, referred to in Section 5.1 of this Agreement, available to the Care Inspectorate, Education Scotland (HMIE), the Council and/or any other person authorised by the Scottish Government to view the complaints register; and
- 2.3.7 Inform the Council, via the Early Years Team mailbox within 5 working days of receipt by the Partner Provider of notification of any complaint being investigated by the Care Inspectorate and provide evidence to the Council of compliance by the Partner Provider with any requirements imposed by the Care Inspectorate within the timescale specified
- 2.3.8 Notify the Care Inspectorate and Council of any Significant Occurrences (SOs) within one working day. Council to be notified via the Early Years mailbox. For the purposes of this Agreement, a Significant Occurrence is as defined by the Care Inspectorate.

- 2.3.9 In addition, the Partner Provider shall inform the Council within one working day of any variations of registration made with the Care Inspectorate, and
- 2.3.10 Accurately complete the annual Early Learning and Childcare (ELC) Census within the timescales requested by the Scottish Government.

2.4 Non-compliance Procedure: Service Improvement Period (SIP)/Breach

- 2.4.1 Where the Council identifies that the Partner Provider is potentially not complying with the Care Inspectorate criteria (Criteria 1-5 & 10) of the National Standard and elects not to terminate the Agreement, the Provider will undergo the **Service Improvement Period (SIP)** process as contained in Appendix 1.
- 2.4.2 Where the Partner Provider successfully completes the SIP process (Criteria 1-5 & 10) and achieves Care Inspectorate evaluations of 'good' or above then their Agreement will be continued or extended as required.
- 2.4.3 Where the Council identifies that the Partner Provider is potentially not complying with Criteria 6-9 of the National Standard, the Partner Provider will undergo the **Breach of Agreement** process as detailed in Appendix 1.
- 2.4.4 Where the Partner Provider successfully completes the Breach of Agreement process in relation to Criteria 6-9 and addresses the specific National Standard as per the Council's expectations then their Agreement will be continued or extended as required.
- 2.4.5 Where the Partner Provider fails to remedy the Non-compliance Procedure for either SIP or Breach satisfactorily then, partnership status may be removed at the discretion of the Council's Head of Education.

3 CHILD PROTECTION

3.1 Compliance with the requirements set out in the Protection of Vulnerable Groups (Scotland) Act 2007 and any other relevant legislation will form part of the annual monitoring meeting with Partner Providers by Council Officers. Failure to meet the requirements shall constitute a material breach with the appropriate steps taken if necessary.

3.1.1 The Council will:

- Provide the Partner Provider with a copy of the City of Edinburgh Council's Child Protection Guidance for Partner Providers Centres;
- Provide the Partner Provider with a child protection policy and procedures template, which the Partner Provider will adopt for its own use; and
- Make child protection training available to the Partner Provider.

3.1.2 The Partner Provider will:

- Ensure that it is, and remains, registered with the Care Inspectorate in terms of the Public Services Reform (Scotland) Act 2010, and complies with all requirements of the Care Inspectorate;

- Comply with the requirements set out in the Protection of Vulnerable Groups (Scotland) Act 2007 and any other relevant legislation in this regard (and provide evidence to the Council of this compliance on request), and ensure that its staff are appropriately registered for the scheme laid out under that Act (“PVG registration”);
- Ensure that all PVG registration is kept up to date;
- Comply with the Police Act 1997 and any other relevant legislation in this regard;
- Have regard to current child protection issues and have an appropriate policy and procedures in place to deal with them. The Partner Provider will use the template provided to it by the Council in this regard;
- Appoint a designated Member of Staff for Child Protection;
- Advise the Council immediately when the appointed designated Member of Staff for Child Protection changes and complete a new Child Protection Information form;
- Adopt the child protection guidance provided by the Council;
- Ensure the child protection policy and guidance are available to, and complied with, by all staff and parents/carers;
- Ensure all staff receive appropriate training in child protection and maintain staff training records; and
- Maintain, at all times, the staff/child ratios required by the Care Inspectorate and set out in the registration certificate of the Partner Provider.

3.2 Confidentiality and Information Sharing

- 3.2.1 The Council requires all Partner Providers to be aware of their responsibilities with respect to General Data Protection Regulation (GDPR) and to follow the seven principles of GDPR.
- 3.2.2 All Partner Providers will be required to use an Egress email account for the secure transfer of information relating to children and young people.
- 3.2.3 All Partner Providers will have in place an appropriate information retention and destruction schedule with suitable systems in place for the secure and confidential destruction of information or data which is no longer required or eligible to be retained.
- 3.2.4 Both parties agree not to release any confidential information relating to this Agreement at any time during or after the period of this Agreement, except where such release is required by law.
- 3.2.5 Notwithstanding the above generality, the Council is committed to meeting its responsibilities under the Freedom of Information (Scotland) Act 2002. Accordingly, all information submitted to the Council by the Partner Provider may require to be disclosed and/or published by the Council. If the Partner Provider considers at any time that any of the information provided by it in accordance with this Agreement is confidential, including commercially sensitive information, the Partner Provider will identify it and explain (in broad terms) what harm might result from disclosure and/or publication.
- 3.2.6 The Partner Provider acknowledges that, even where it has indicated that information is commercially sensitive, the Council may nevertheless be required to disclose and/or publish it.

4 FUNDING FOLLOWS THE CHILD AND THE NATIONAL STANDARD FOR FUNDED EARLY LEARNING AND CHILDCARE PROVIDERS

4.1 Quality Assurance

The Council will:

- 4.1.1 Offer staff employed by the Partner Provider access to a Career Long Professional Learning (CLPL) Directory of training courses available on the Council Microsoft Teams space;
- 4.1.2 Provide a central online space for Partner Providers to access Council policies and procedures and any other relevant documents to aid the development of best practice;
- 4.1.3 Through the Early Years team, provide support and challenge to the Partner Provider, which can include:
 - Monitoring the quality of learning and development based on the implementation of national guidance, Curriculum for Excellence, Realising the Ambition and, if the Partner Provider provides care for children aged 0-3 years, the Pre-Birth to Three framework;
 - Visiting the Partner Provider pre and post inspection by Education Scotland (HMIE);
 - Communication after inspection by the Care Inspectorate as appropriate;
 - Providing announced and unannounced visits to the Partner Provider to share in learning and to monitor provision and the progress of improvements;
 - Reviewing Standards Quality and Improvement planning (SQIP);
 - Providing support in using national and Council documents;
 - Advising on requirements for staff development; and
 - Advising on the Service Improvement Period process which has been implemented following a Care Inspection evaluation which was below a 'good'.

The Partner Provider will:

- 4.1.4 Deliver the early learning and childcare services in accordance with the conditions set out in the National Standard.
- 4.1.5 Work co-operatively with the Council;
- 4.1.6 Effectively implement National Guidance, Curriculum for Excellence, Realising the Ambition and, if the Partner Provider provides care for children aged 0-3 years, the Pre-Birth to Three framework to support the provision of high-quality learning and teaching experiences for children;
- 4.1.7 Use national guidance including How Good is our Early Learning and Childcare and the National Care Standards to monitor and evaluate the service provision;
- 4.1.8 Submit a completed Standards Quality and Improvement Plan (SQIP) to the Council by defined timescales and use to support on-going improvements taking account of national and local authority expectations;
- 4.1.9 Ensure staff in a leadership role attend the Council's Locality Leading the Early Years Strategy events.
- 4.1.10 Ensure staff attend training courses relating to priorities in the SQIP and appropriate national and Council initiatives;
- 4.1.11 Ensure that all staff attend appropriate training on a regular basis to maintain the necessary skills and experiences to undertake their professional role and to comply with all regulatory requirements;

- 4.1.12 Ensure that staff acquaint themselves and comply with, relevant Council policies, including policies in force from time to time in relation to equalities and anti-bullying;

5 PARENTS/CARERS

5.1 Complaints

- 5.1.1 The Council will provide to the Partner Provider a copy of the Council's Complaints procedure.
- 5.1.2 The Partner Provider will provide to the Council a copy of the complaint's procedure, register and any updates on request.
- 5.1.3 Complaints should be screened to ensure that those against a member of staff relating to possible verbal, physical or sexual abuse or neglect are dealt with as Child Protection allegations and involve external scrutiny. There should be clear and specified links between the Complaints and Child Protection systems.

5.2 Deferrals

- 5.2.1 Where a parent chooses to defer their child starting school, the Partner Provider should ensure they retain a place to allow the child to have continuity in their early learning and childcare experience.
- 5.2.2 The Partner Provider is required to notify parents and carers in advance to ensure they are fully aware of the process of how to claim funding and ensure that any claims for funding are made to the Council in respect of all eligible children.

6 INCLUSION

- 6.1 The Partner Provider must comply with the duties under the Equality Act 2010.
- 6.2 The Partner Provider must provide appropriate support including making any reasonable changes to the care and learning environment, in order to meet the individual needs of children.

6.3 Equalities and Promoting Positive Behaviour Policy

6.3.1 The Council will:

- Provide the Partner Provider with a copy of the Council's Equality and Promoting Positive Behaviour policy and procedures; and
- Make Equalities and Promoting Positive Behaviour training available to the Partner Provider, through its on-line Career Long Professional Learning (CLPL) Directory.

6.3.2 The Partner Provider will:

- Ensure that all Council's Equalities and Promoting Positive Behaviour procedures are followed and ensure that an inclusive environment and ethos are provided for all children and their families.
- Utilise the Standards Quality and Improvement Plan (SQIP) to reflect and develop good practice.

6.4 Additional Support for Learning

6.4.1 The Council will:

- Provide the Partner Provider with a copy of the Council's Additional Support for Learning policy and procedures.
- Provide the Partner Provider with an Additional Support for Learning policy template, which the Partner Provider will adopt for its own use; and
- Make Additional Support for Learning training available to the Partner Provider, through its on-line Career Long Professional Learning (CLPL) Directory.

6.4.2 The Provider will:

- Follow statutory and regulatory provisions to include and support children with Additional Support Needs, and
- Follow the Council's procedures with respect to Additional Support for Learning.

7 BUSINESS SUSTAINABILITY/CONTINUITY

7.1 The Provider must be able to demonstrate that they are financially viable.

7.1.1 The Council's officers and auditors will visit the Partner Provider as per the monitoring Schedule set out in Section 11 of this Agreement.

7.1.2 The Scottish Government and the Scottish Government Accounting Officer will act as accounting officer in all matters of financial regularity and propriety, which will include the right to access accounts and other documents in respect of early learning and childcare Funding.

7.1.3 The Partner Provider will provide to Council's officers and auditors and to any Scottish Government Accounting Officer:

- Confirmation that the Funding is correct, by completing the pro-forma for spend of the Funding;
- On request, annual audited accounts. (A verified statement of income and expenditure in respect of amounts paid under the pre-school grant in the case of a non-charitable, private business); and
- On request, any other information and records relating to this Agreement; and
- Will allow Council officers and auditors and the Scottish Government Accounting Officer access to any financial and other information and records deemed by them to be relevant.

7.1.4 The Provider will have arrangements in place to manage Business Continuity when unplanned and unforeseen circumstances affect the Provider's usual business activities.

8 FAIR WORK PRACTICES, INCLUDING PAYMENT OF THE REAL LIVING WAGE

8.1 Partner Providers who agree to deliver the funded entitlement will pay at least the Real Living Wage to all childcare workers delivering the funded entitlement and commit to adopting and demonstrating Fair Work practices in their setting as set out in Funding Follows the Child and the National Standard for Funded Providers.

9 PAYMENT PROCESSES

9.1 The Council will:

- 9.1.1 Only make payments for children whose information is recorded on the Nursery Allocation Management System (NAMS) until this is replaced by the SEEMiS Early Years System (SEEMiS) in terms of Appendix 2.
- 9.1.2 Undertake monitoring checks with the Partner Provider to ensure all claims for payments are legitimate.
- 9.1.3 Make payment at the start of each term. In the event that a child does not attend, the payment will be deducted from any subsequent payment to the Partner Provider.

9.2 The Provider will:

- 9.2.1. Record all children's information accurately on the NAMS until replaced by the SEEMiS Early Years System.
- 9.2.2 Ensure that access to the funded hours is free at the point of access to the child and that parents and carers are not subject to any fees in relation to the funded hours as set out in Funding Follows the Child & the National Standard for Early Learning and Childcare Providers.
- 9.2.3 Where parents and carers choose to purchase hours in addition to the funded hours (for example "wrap around care"), the associated fees and hours must be transparent, fair, clearly set out in any parental communication and invoices and entirely separate from any association with the 1140 hours. Providers cannot insist families take additional hours/days to their 1140 hours.
- 9.2.4 Where charges are made for non-funded provision the Provider will issue families with a Parental Agreement which clearly sets out all charges which should reflect local market business conditions. It is good practice to ensure charges are fair, transparent and equitable to families and not duplicated by funding granted through the Partnership Agreement. The Provider may wish to consider reviewing any charges at one point in each academic year and to give parents and carers a minimum of three (3) months' notice before any increases take place.
- 9.2.5 The Partner Provider is required to keep clear accounts of all monies received for early learning and childcare and all funding issued to parents/carers. The Partner Provider may be required by the Council to produce these records for inspection to ensure that appropriate use has been made of the Funding.

9.3 Repayment of Funding

- 9.3.1 The Partner Provider shall repay to the Council within one month of demand, all or part of any Funding, which has not been used for purposes which are in accordance with this Agreement.
- 9.3.2 The Council will not renew the Partnership Agreement if all or part of any repayment of Funding due to the Council by the Partner Provider has not been made by the Partner Provider in respect of the previous academic year.

10 FOOD

- 10.1 The Partner Provider must have a clear and comprehensive policy for the provision of health meals and snacks for children. This should be consistent with national guidelines and ensure that individual cultural and dietary needs are met.
- 10.2 There should be consultation with parents and carers about how dietary preferences are met.

11 MONITORING

11.1 Monitoring Meetings

- 11.1.1 The Provider shall take part in monitoring meetings, as required, throughout the life of the Agreement. These meetings shall be arranged by an identified officer of the central Early Years team and the Commissioning team to monitor:
- Delivery as per this agreement
 - the Provider is achieving outcomes agreed in line with The National Standards
 - the SIP/Breach process, if relevant
 - Discuss any concerns or adaptations to delivery which may be required.
- 11.1.2 Providers in SIP will be required to meet at least twice per year (6 monthly) and perhaps more frequently depending on the improvements to be made. Providers in Breach of Agreement will be expected to meet as and when required depending on the circumstances for the breach.
- 11.1.3 The Provider shall, at least one week prior to a scheduled monitoring meeting, complete and return a performance report as per Section 11.2.1 & 11.2.3 to the EYCC and Commissioning Officer in the required format.

11.2 Key Performance Indicators

- 11.2.1 The Partner Provider will be monitored against the following Key Performance Indicators (KPI's) and Outputs/Outcomes measures as noted in the table below.

KPI	Measure	Target
All children will be accessing no less than ten (10) hours per week and for no less than 38 weeks of the school year.		100%
All children will meet eligibility criteria for a funded place, and will be registered on the NAMS/SEEMiS system		100%
The Provider will achieve Care Inspectorate grades of 4 'good' or above and sustain these		100%
The National Standard are met. These may change in line with updated legislation and/or best practice	The Provider will endeavour to meet all criteria in the National Standard and/or will work with the EYCM to develop best practice if necessary.	100%

Child/adult protection concerns reported on the day	Any concerns raised around Child/Adult Protection will be reported on the day and without delay.	100%
All complaints must be handled and processed in line with Provider's timeline	The Provider must provide a complaints procedure which specifies a timeline and responsibilities. The Provider must notify the Council of any complaints received	100%
Any SOs (Significant Occurrences) are reported within one working day of occurrence	The Provider must ensure all SSIs are recorded formally and reported to the lead officer as soon as possible but within one day of occurrence	100%

11.2.2 The Council will receive information pertaining to the whole Service.

11.2.3 The Provider will make the following monitoring returns to the Council in advance of any monitoring meeting, as required:

Reporting	Frequency	Reporting Mechanism
Number of children/young people funded through the Agreement	Monthly	Council Monitoring System / via NAMS/ Electronic document
Details on number of staff accessing Council training via Career Long Progressional Learning directory	Annually	Electronic document via Monitoring meeting
Standard Quality Improvement Plan (SQIP)	Annually: June	Electronic document
Complaint's information	Annually	Electronic document
Financial statements	Annually	Electronic document

12 VARIATION

12.1 This Agreement may be varied or amended by agreement in writing signed by both parties. Obligations relating to the provision of early learning and childcare by the Partner Provider and any payments that the Council has responsibilities for under this Agreement, shall continue during any discussions regarding variation.

12.2 Assignment and Subcontracting

The Partner Provider will not assign, novate, or subcontract any of its obligations under this Agreement without the prior written agreement of the Council.

12.3 Resolution of Disputes

12.3.1 If any dispute arises between the parties in relation to this Agreement, it should be referred in the first instance to the Head of Education and both parties will use reasonable endeavours to reach an amicable and working resolution as soon as possible. Where the Head of Education is not able to resolve the dispute, the dispute shall be escalated to the Service Director for Education.

- 12.3.2 In the event that the dispute is not resolved by the Service Director for Education within a reasonable time, either party may refer it to a single arbitrator agreed by both parties or, failing agreement, by an arbitrator nominated by the President of the Law Society of Scotland on the application of either party. The findings of such arbitrator will be final and binding on both parties. Expenses of any such arbitration will be borne equally.
- 12.3.3 If any matter arising out of this Agreement is under dispute or referred to an arbitrator, the Partner Provider will, insofar as is reasonably practicable, remain responsible for providing early learning and childcare in terms of this Agreement until resolution of said dispute.

13 TERMINATION

13.1 Termination by Notice

- 13.1.1 Either party may terminate this Agreement by providing to the other party a minimum of three months' written notice. A shorter period may be agreed by the Council in exceptional circumstances in writing.

13.2 Termination for Cause

- 13.2.1 The Council may terminate this Agreement without notice if the Partner Provider;
- commits a material breach of its obligations under this Agreement;
 - has its registration with the Care Inspectorate terminated, or fails to comply with its obligations under the Public Services Reform (Scotland) Act 2010, whether or not its registration is terminated as a result;
 - persistently fails, after reasonable notice has been given, to provide early learning and childcare in accordance with this Agreement;
 - does not have any registration, licence or other permission to operate which is required by the Agreement, by the Scottish Government or by any law or regulation;
 - has an administrator, an administrative receiver or a receiver appointed or goes into liquidation (other than for reconstruction or amalgamation), or passes a resolution for voluntary winding up or, if the Partner Provider is not incorporated, if any partner or individual becomes bankrupt or apparently insolvent, within the meaning of Section 16 of the Bankruptcy (Scotland) Act 2016, or signs a trust deed for creditors;
 - has financial arrangements that can reasonably be deemed by the Council, at its discretion, to be unsatisfactory; or
 - is in breach of any other agreement with the Council or that any invoice issued by the Council remains unpaid by the Partner Provider and is, in the Council's sole discretion, overdue at the date of termination.
 - changes the name of the Partner Provider without notifying the Council. If a Partner Provider wishes to change its name, the Partner Provider should notify the Council immediately and set out the reasons for the proposed change.
- 13.2.2 This Agreement will terminate automatically if the ownership of the Partner Provider is transferred to any third party. The Partner Provider will notify the Council as soon as is reasonably practicable of a transfer of ownership.

13.2.3 However, a temporary agreement may be issued, at the discretion of the Council, to the new owners of an existing Partner Provider to ensure continuity of care for children currently attending. Early learning and childcare funding will continue to be paid to all eligible children during the period of that contract. If, however, during this temporary agreement, the provider does not comply with the National Standard or whose actions gives cause for concern then the usual Non-compliance Procedure will not apply and the temporary agreement will be terminated with immediate effect.

13.3 Termination under Non-compliance Procedure (SIP/Breach)

13.3.1 Where areas of concern in relation to the Partner Provider or the provision of early learning and childcare by or at the Partner Provider setting are brought to the attention of the Council by any means, including but not limited to:

- the Care Inspectorate and/or Education Scotland,
- a Quality Improvement Education Officer,
- an Early Years Manager,
- a member of the public, parent/carer or young person

the Council may follow the steps set out in the Non-compliance Procedure in Appendix 1 up to and including termination of this Agreement.

13.3.2 This is without prejudice to the Council's right under Section 13.1 and 13.2. The Council may elect at any stage, in its sole discretion, to dispense with any or all of the steps set out in the Non-compliance Procedure.

13.4 Other provisions regarding Termination

13.4.1 Where this Agreement has been terminated by the Council for any reason the Council will not:

13.4.2 Consider any re-application by the Partner Provider to become a Partner Provider for the Council for a period of one year following the date of termination of this Agreement; and

13.4.3 The Partner Provider will repay to the Council within one-month of the termination date any sums in respect of which the Council could demand repayment in terms of Section 9.3 of this Agreement.

13.4.4 It is recommended that the Partner Provider shall ensure parents and carers are given at least one month notice if their child's/children place is being terminated. With parents and carers also being asked to give the Partner Provider one month notice. This is in reference to children and young people accessing their 1140 hours.

14. INSURANCE AND INDEMNITY

The Partner Provider will:

14.1.1 have and maintain in force at all reasonable times, and as required, adequate and suitable insurance as required by law and the Council (required Employers & Public

Liability Insurance and consider Nursery Nurse Risk insurance) to cover all claims made by or on behalf of children, staff and visitors to the premises in respect of loss or damage to property or goods, personal injury, disease and death;

- 14.1.2 on request, provide evidence to the Council that such cover has been effected, including, where requested, providing copies of relevant policy documentation and valid certificates of insurance (excluding brokers slips); and
- 14.1.3 be responsible for and shall save, indemnify, defend and hold harmless the Council from and against all claims, losses, damages, costs (including legal costs) expenses and liabilities in respect of personal injury (including death or disease), loss or damage to property arising from or incurred by reason of any claim, demand or action made or raised against the Council by or on behalf of any child, staff or visitors to the premises which arises from any act, omission or negligence or breach of duty (whether statutory or otherwise) on the part of the Partner Provider or those engaged or employed (including its contractors and subcontractors of any tier) by the Partner Provider, and any individual who is permitted by the Partner Provider to access the Partner Provider premises, including, but not limited to all claims, losses, damages, costs (including legal costs) expenses and liabilities incurred by the Council in respect of any breach by the Partner Provider or those employed or engaged by the Partner Provider as a result of any breach by the Partner Provider or such individuals of the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679 (GDPR).
- 14.1.4 If the Partner Provider becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the Council and both parties shall co-operate fully in investigating the incident.
- 14.1.5 The Council will take all reasonable steps to minimise and mitigate, as far as is reasonably practicable, any payments, costs and losses in respect of which it is indemnified under the terms of this Agreement.

15. TRANSITION AND EXIT MANAGEMENT

- 15.1 The Provider will develop and agree with the Council an exit management plan for this Contract three months prior to the termination date of this Contract.
- 15.2 The Provider must work with the Council and any other Providers as necessary, to ensure a smooth and seamless transition between Providers, if relevant.
- 15.3 If required, the Provider must be responsible for all transition arrangements to and from any other Providers, in accordance with any relevant professional guidance and the requirements of the Council, including but not limited to:
 - Supply of appropriate records (all information and data relevant to the Contract must be made available the Council and/or a replacement Provider); and
 - Regular updates to the Council on the transition process.

16. AGREEMENT CONTACTS

<p>Council Contact:</p> <p>Name: Early Years & Childcare Team</p> <p>Address: Waverley Court, Level 1/2, 4 East Market Street, Edinburgh, EH8 8BG</p> <p>Mobiles:</p> <ul style="list-style-type: none"> - [REDACTED] - [REDACTED] <p>Email: earlyyears@edinburgh.gov.uk</p>	<p>Partner Provider Contact:</p> <p>Name: [REDACTED]</p> <p>Designation: [REDACTED]</p> <p>Address: 71 Constitution Street Edinburgh, EH6 7AF</p> <p>Telephone: [REDACTED]</p> <p>Mobile: [REDACTED]</p> <p>Email contact: [REDACTED]</p>
<p>Council Contact for queries regarding the Agreement:</p> <p>Name: [REDACTED]</p> <p>Address: Waverley Court, BC 2/6, 4 East Market Street, Edinburgh, EH8 8BG</p> <p>Mobile: [REDACTED]</p> <p>Email: CF.Commissioning@edinburgh.gov.uk</p>	

17. DECLARATION

- I confirm that I have read this contract and accept the terms and conditions contained therein on behalf of the Partner Provider.
- I confirm that the user accounts assigned to the Partner Provider in respect of the NAMS/SEEMiS system are securely kept within the Partner Provider.
- I confirm that (Name of Provider) __Wee Mack's Nursery__, meets the requirements of the National Standard for funded Early Learning and Childcare.
<https://www.gov.scot/publications/funding-follows-child-national-standard-early-learning-childcare-providers-operating-guidance/>

18. SIGNATURES

Please return a signed electronic copy of this agreement along with the documents requested to CF.Commissioning@edinburgh.gov.uk If you have any queries, please do not hesitate to get in touch.

For and on behalf of the City of Edinburgh Council

Council Proper/Authorised Officer's Name:

[REDACTED]

Council Authorised Officer's Signature:	
Capacity in which signs:	
Date:	24/07/25
Witness Name (block capitals):	
Witness Signature:	
Date:	24/07/25

For and on behalf of (Partner Provider)

Name (block capitals):	
Signature:	
Position of signatory i.e. director, secretary, or authorised signatory:	
Organisation's Name & Address:	Wee Mack's Nursery Ltd 71 Constitution Street Edinburgh EH6 7AF
Date:	14 th day of July 2025
Witness Name (block capitals):	
Witness Signature:	
Date:	14th day of July 2025

City of Edinburgh Council Non-compliance Procedure

There are 2 routes to resolving non-compliance of the National Standard. The route chosen depends upon which criteria of the National Standard are affected:

- Criteria 1-5 & 10 (Care Inspectorate related criteria): **Service Improvement Period (SIP)**
- Criteria 6-9: **Breach of Agreement**

SERVICE IMPROVEMENT PERIOD (SIP) (Care Inspectorate related: Criteria 1-5 & 10)

Settings identified as failing to meet the National Standard, as set out in 'Funding Follows the Child and the National Standard for Funded Early Learning and Childcare Providers', will go into a Service Improvement Period (SIP). This will arise where Care Inspectorate evaluations from a recent inspection are lower than 'good'.

The Process

1. The setting will be informed in writing of the SIP. This notification will be sent to the registered manager.
2. The responsibility for improvement sits with the registered manager of the setting.
3. A visit from Early Year & Childcare Manager (EYCM) will be arranged, who will explain the process and discuss the possible implications i.e. the removal of Partnership.
4. The registered manager should inform Parents of the Service Improvement Period.
5. As part of the support and challenge process all settings who are in SIP will be included on the Risk and Capacity register.
6. Settings at risk of not meeting the National Standard will be discussed at the fortnightly Senior Team meeting where decisions will be made regarding settings in a Service Improvement Period (SIP).
7. The Service Improvement Period will continue until the next Care Inspectorate quality evaluation is satisfied the National Standard can be met and receive an evaluation of 'good' or above.

Support and Challenge Throughout the SIP

Council Officers will continue to give support on an ongoing basis. Although this may include some additional visits this is not always the case and may include support and guidance from other staff or links to additional training or development opportunities. A record of engagement will be kept by the Provider and will be recorded on the Action Plan. Some settings in SIP may be part of the additional Care Inspectorate Improvement Support Programme. All partner settings have access to the Council's Career Long Professional Learning (CLPL) opportunities.

Progress visits whilst in SIP

Brief verbal feedback will be given at the end of each visit to the Provider's manager. The Action Plan will be updated by the Provider following the visit and will be shared with the EYCM for oversight.

Next steps

Where a setting is in a SIP and does not receive evaluations of 'good' or better at their next Care Inspectorate quality evaluation then a meeting with the Council's Head of Education will be arranged.

The registered manager will be informed in writing of the final decision (letter should be copied to the owner where applicable).

BREACH (Criteria 6-9)

Settings identified as failing to meet the National Standard for Criteria 6-9 will be considered to be in breach of their partnership agreement and the process below will be followed:

The Process

1. The setting will be informed in writing of the complaint/enquiry. This notification will be sent to the registered manager.
2. Meeting will be arranged between the setting's registered manager and Council's Senior Early Years Officers.
3. If breach is identified, the setting will be given up to 3 months to implement any action plan(s) to comply with requirements set to meet the relevant National Standards criteria
4. Within the 3-month period, the Council will monitor progress of the implementation of the action plan.
5. On expiration of the 3-month period, the Council will consider if the Provider has complied and/or implemented the action plan. Where the Provider has not implemented the action plan, the Head of Education will indicate their intention to terminate the Partnership or at their discretion extend the time within which the Provider is to comply with the action plan.

TERMINATION

Where Partnership is to be removed: SIP and Breach

The Council's Head of Education for Early Years will meet the registered manager and/or owner to go over the timescale for termination of the Partnership status and to confirm the process. A letter to inform parents will be provided by the Council and issued by the Provider. The Council will inform the Care Inspectorate where necessary.

Where a provider is in/out of Non-compliance of the National Standard on an ongoing basis or where staff are moved from one setting to another to avoid Non-compliance of the National Standard then a wider conversation will take place with the HoE as to next steps.

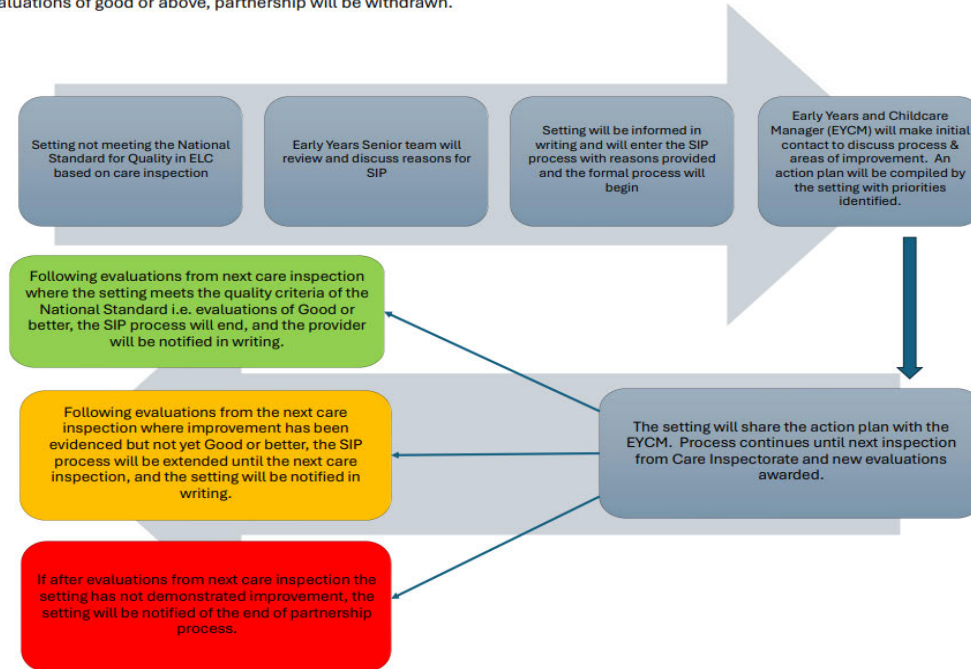
Other things to consider

In the event of a partnership agreement being terminated due to Criteria 1-5 & 10 (Care Inspectorate related criteria): the Provider will be required to wait until a further Care Inspectorate evaluation (usually after a period of 12 months) and to achieve Care Inspection evaluations of 4's 'good' or above before reapplying to re-enter partnership with the Council. Re-applying for partnership will also be dependent on the Council's need for a new partner in that locality.

Non-compliance of the National Standard - Flowcharts

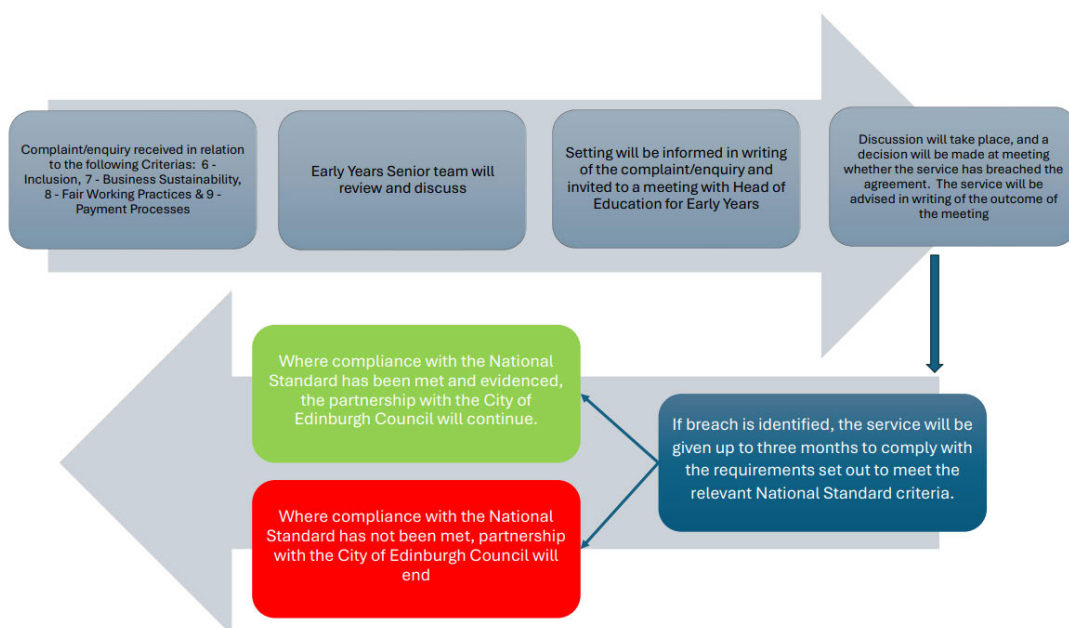
SERVICE IMPROVEMENT PROCESS (SIP) - PVI – National Standard Criteria 1-5 & 10

The Service Improvement Period (SIP) is a formal process to support settings to meet the National Standard for ELC. Should the setting be unable to reach evaluations of good or above, partnership will be withdrawn.



BREACH OF PARTNERSHIP AGREEMENT PROCESS – PVI – National Standard Criteria-6,7,8 & 9

This is a formal process to support settings to meet the National Standard for ELC.



Appendix 2

NAMS/SEEMiS Payment Timeline

All applications for payment must be inputted into the NAMS/SEEMiS EY System two weeks prior to payment. Dates will be confirmed each year, however, as a guide here are the proposed deadlines over the next three years:

Payment Period	Date Input Deadline		
	2025/2026	2026/2027	2027/2028
Autumn Term (August – December)	26/06/25	26/06/26	29/06/27
Spring Term (January – April)	14/11/25	13/11/26	12/11/27 (tbc)
Summer Term (April - June)	28/02/26	28/02/27	29/02/28 (tbc)