

Contract for the provision of Funded Early Years Foundation Stage Places

Setting name (Ofsted):	Saighton C of E Primnary & Pre-School
Ofsted URN:	111350
Company/Charity name:	
Company/Charity number:	

THIS AGREEMENT is made on the 25th March 2025 between Cheshire West and Chester Borough Council, Council Offices, The Portal, Wellington Road, Ellesmere Port, CH65 0BA (hereafter called "the Council") of the one part and (Please insert name Sue Dawson) (Please insert address Saughton Lane, Saughton, Chester CH3 6EG) (hereafter called "the Provider")

To be completed by childminders registered with a childminder agency of the other part who is registered with (Please insert childminders agency name) with Ofsted registration number (insert childminder agency registration number), whose registered address is (insert childminder agency address).

The Council desires to engage the Provider to provide Early Years Foundation Stage places as determined in this Agreement.

The Provider agrees to provide Early Years Foundation Stage places in accordance with this Agreement.

The Council has agreed to make payment to the Provider, for the provision of places as set out in this Agreement.

1 DEFINITIONS

- 1.1. **"the Council"** means Cheshire West and Chester Borough Council, Council Offices, The Portal, Wellington Road, Ellesmere Port CH65 0BA
- "the Provider/Providers"** means the childcare setting at which the Service will be delivered.
- "Data Protection Law"** has the meaning given in Annex B
- "TCPA 1990"** Means the Town and Country Planning Act 1990

2 CONTRACT PERIOD

- 2.1 This Agreement shall remain in force for the period 1 April 2025 to 31 March 2026 (the "Contract Period").
- 2.2 If the Council wishes to extend the Contract Period after its expiry as provided in Clause 2.1, the Council shall seek agreement to the extension from the Provider by giving notice of not less than one month before the end of the Contract Period. In the event the Provider does not agree to the extension, the Provider shall notify the Council within one month of receipt of the notification from the Council. Unless agreed otherwise the terms of this Agreement will continue to apply.
- 2.3 This document renews and replaces any existing Agreement for the provision of Funded Early Years Foundation Stage Places for three- and four-year-olds which the Provider may have with the Council for other periods, and any existing Agreement for the provision of Funded Early Years Foundation Stage Places for children aged two years old or under which the Provider may have with the Council.

3 Key Responsibilities

Key Council responsibilities

- 3.1. The Council must secure a funded entitlement place for every eligible child in their area.
- 3.2. The Council will work in partnership with providers to agree how to deliver funded entitlement places.
- 3.3. The Council should be clear about their role and the support on offer locally to meet the needs of children with special educational needs and/or disabilities (SEND) as well as their expectations of providers.
- 3.4. The Council must contribute to the safeguarding and promote the welfare of children and young people in their area.

Key Provider responsibilities

- 3.5. The Provider must comply with all relevant legislation including and not limited to the Town and Country Planning Act (TCPA) 1990 and insurance requirements,

and as a minimum shall hold public liability insurance and employers' liability insurance for a sum of £10,000,000 (ten million) for each and every event (or such greater sum as the Provider chooses).

- 3.6 The Provider shall produce on request for inspection by the Council documentary evidence that the insurances required by Clause 3.5 are properly maintained and documentation related to the TCPA 1990.
- 3.7 Should the Provider default in insuring or in continuing to insure as provided in Clauses 3.5 the Council may itself insure against any risk in respect of which such default has occurred. The Council may charge the cost of such insurance, together with an administration charge equal to 5% of the cost of such insurance, to the Provider and shall be entitled to invoice the Provider for such sums.
- 3.8 Clause 3.5 shall not apply where the Provider is a maintained school and covered by insurance policies held by the Council.
- 3.9. The Provider shall deliver the funded entitlements consistently to all parents, whether in receipt of 15 or 30 hours and regardless of whether they opt to pay for optional services or consumables. This means that **the Provider should be clear and communicate to parents' details about the days and times that they offer funded places, along with their services and charges**. Those children accessing the funded entitlements should receive the same quality and access to provision as privately-paying children.
- 3.10. The Provider must follow the Early Years Foundation Stage Statutory Framework and have clear safeguarding policies and procedures in place that link to the Council's guidance for recognising, responding, reporting and recording suspected or actual abuse (as on Cheshire West Safeguarding Children Partnership website at www.cheshirewestscp.co.uk).
- 3.11. The Provider must have arrangements in place to support children with special educational needs and/or disabilities (SEND) in accordance with the SEND Code of Practice. These arrangements should include a clear approach to identifying and responding to SEND. Providers should utilise the SEND Inclusion Fund and Disability Access Fund to deliver effective support, whilst making all reasonable efforts to provide information to parents about their SEND offer.

Safeguarding

- 3.12. The Council has overarching responsibility for safeguarding and promoting the welfare of all children and young people in their area. They have a number of statutory functions under the 1989 and 2004 Children Acts which make this clear, and the 'Working Together to Safeguard Children' 2023 statutory guidance sets these out in detail.
- 3.13. The Provider must follow the Early Years Foundation Stage Statutory Framework and have clear safeguarding policies and procedures in place that are in line with local Safeguarding Childrens Partnership guidance and procedures for responding to and reporting suspected or actual abuse and neglect. A Designated Safeguarding Lead must take responsibility for safeguarding and all staff must have training that enables them to identify signs of abuse and neglect and that

takes account of any advice and recommendations from Cheshire West and Chester Safeguarding Childrens Partnership. The Provider must have regard to 'Working Together to Safeguard Children' 2023 guidance or future guidance of equivalent effect if such guidance is superseded.

- 3.14 The Provider must ensure that people looking after children are suitable to fulfil the requirements of their role by following safer recruitment practices as stipulated in the guidance of the Cheshire West and Chester Safeguarding Children Partnership. Providers must also put appropriate arrangements in place for the supervision of all as specified in the Early Years Foundation Stage Statutory Framework.

Data Protection and Handling

- 3.15. It is vital that those who collect and use personal data maintain the confidence of those who provide it; by ensuring full compliance with the requirements of Data Protection Law.
- 3.16. Any Provider who decides how and why personal data (which could include copies of passports or birth certificates) is processed (data controllers), must comply with the rules of good information handling, known as the data protection principles, and the other requirements of Data Protection Law. Processing occurs when any operation or set of operations is carried out on personal data.
- 3.17 Annex B details some of the key data protection rules and principles that must be achieved. Failure to meet all the rules and principles outlined in Data Protection Law could lead to the Information Commissioner's Office taking enforcement action. It could also lead to an individual seeking compensation through the courts.
- 3.18 The Provider must ensure that documents with statutory retention periods are held securely, can be traced, are accessible and can be retrieved throughout the retention period, if required. The Council stipulates that financial records (such as Parent Agreements and funding claim forms) should be retained for a period of 6 years plus current year.

Eligibility

- 3.19 The Provider should check copies of documentation to confirm a child has reached the eligible age on initial registration for all funded entitlements. The Provider can retain paper or digital copies of documentation to enable the Council to carry out audits and fraud investigations. Where a Provider retains a copy of documentation this must be stored securely and deleted when there is no longer a good reason to keep the data. Annex B details some of the key data protection rules and principles that must be achieved. Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately. Providers are asked to pay particular note to advice from the Information Commissioner's Office on holding personal data including sensitive personal data available at: <https://ico.org.uk/for->

[organisations/uk-gdpr-guidance-and-resources/training-videos/handling-more-sensitive-information/](#)

- 3.20. The Provider should offer disadvantaged 2-year-old places on the understanding that the child remains eligible until they become eligible for the universal entitlement for three and four-year-olds.
- 3.21. The Council must ensure that a child has a funded entitlement place no later than the beginning of the term following the child and the parent meeting the eligibility criteria for the funded entitlements.
- 3.22. Alongside the eligibility code, which is the child's unique 11-digit number, and copies of documentation (see 3.19), a provider must acquire written consent from, or on behalf of, the parent to be able to receive confirmation and future notifications from the Council of the validity of the parent's eligibility code. The Provider should use the Parental Agreement form in **Annex D** which asks the parent for the necessary information and consents.
- 3.23. Once a provider has received written consent from the parent, they should verify the eligibility code with the Council. The Council will confirm the validity of eligibility codes to allow providers to offer funded places for eligible children aged 9 months and above. The Council will provide a validity checking service to providers to enable them to verify eligibility codes. The Eligibility Checking Service (ECS) allows all Councils to make instant checks for code validity.

Eligibility Code Validity Checking Service

- 3.24. The Council will use a web-based provider portal to gather and validate the eligibility codes. Providers will be expected to register on the site. Registered providers will be able to logon to enter the eligibility codes and receive instant validation, along with eligibility start dates, end dates and grace periods.
- 3.25. The Council will automatically complete audit checks to review the validity of eligibility codes for children who qualify for the working parent entitlement at 6 fixed audit points in the year, both at half-term and at the end of term across the year (in line with the dates as listed at table A below). Where these dates fall on weekends or bank holidays the Council will seek to inform providers of the results as near to this date as practicable. It is the Council's responsibility to notify a provider where a parent has fallen out of eligibility and inform them of the grace period end date. This information is provided via the provider portal.

Table A:

Date Parent receives ineligible decision on reconfirmation:	Council audit date:	Grace Period End date:
1 Jan – 10 Feb	11 February	31 March
11 Feb – 31 March	1 April	31 August

1 April – 26 May	27 May	31 August
27 May – 31 August	1 September	31 December
1 September – 21 October	22 October	31 December
22 October – 31 December	1 January	31 March

The Grace Period

- 3.26. A child will enter the grace period when the child's parents cease to meet the eligibility criteria set out in the Childcare (Early Years Provision Free of Charge for Working Parents) (England) Regulations 2022 as determined by HMRC (or where the child is in foster care, the responsible Council) or a First Tier Tribunal in the case of an appeal.
- 3.27. Councils will be able to access information about whether a child has ceased to meet the eligibility criteria and entered the grace period via the Eligibility Checking Service. The grace period end date will automatically be applied to eligibility codes.
- 3.28. The Council should continue to fund a place for a child who enters the grace period as set out in the Early Education and Childcare Statutory guidance for Local Authorities 2025 or such future guidance which may supersede this guidance.
- 3.29. Updated eligibility and grace periods will be displayed on the Provider Portal. The Provider shall review the Provider Portal on a regular basis and is expected to notify parents accordingly.

Flexibility

- 3.30. Provision must be offered within the national parameters on flexibility as set out in Section A2 of Early Education and Childcare Statutory guidance for Local Authorities within the following parameters:

Flexible packages of funded hours, subject to the following standards which will enable children to access regular, high-quality provision in keeping with the evidence of the benefits of doing so, whilst maximising flexibility for parents and ensuring a degree of stability for providers.

- no session to be longer than 10 hours
- no minimum session length (subject to the requirements of registration on the Ofsted Early Years Register)
- not before 6.00am or after 8.00pm
- a maximum of two sites in a single day

Funded places can be delivered:

- up to 52 weeks of the year
 - outside of maintained school claim periods
 - at weekends
- 3.31. The Provider should work with the Council and share information about the times and periods at which they are able to offer funded entitlements to support the Council to secure sufficient stretched and flexible places to meet parental demand in the borough. This includes **ensuring provider information on the Cheshire West Livewell website is accurate and up to date and that termly Childcare Sufficiency Audit surveys are completed**. The Provider should also make information about their offer and admissions criteria available to parents at the point the child first accesses provision at their setting.
- 3.32. The Parent Agreement in **Annex D** includes a table for parents to provide details of how they want to claim their funded entitlement hours whether that is 15 or 30 hours. Where a child takes their entitlement at more than one provider the Council will pay providers in accordance with the hours laid out on the Parent Agreement.
- 3.33. In the event that two or more providers submit a funded entitlement claim in excess of 15 or 30 hours of funded early years provision for an eligible child, both Providers will be contacted and asked to provide evidence of the signed Parent Agreement. If the signed Parent Agreements held by both Providers exceed 15 or 30 hours (as applicable), the parents must decide how the claim is to be split and will be liable to the relevant Provider for any excess hours on a charged for basis.

Partnership working

- 3.34. Partnerships should be supported by Councils on four levels between:
- Councils and providers
 - Providers working with other providers, including childminders, schools and organisations
 - Providers and parents
 - Councils and parents.
- 3.35. The Council will promote partnership working between different types of providers, including childminders, across all sectors and encourage more providers to offer flexible provision, alongside other providers.
- 3.36. The Provider should work in partnership with parents, carers and other providers to improve provision and outcomes for children in their setting. An interactive toolkit has been developed to help providers set up or join a partnership, maximise the benefits of working together and tackle the challenges joint working can bring. The interactive toolkit can be found at www.familyandchildcaretrust.org/dfes-30-hour-mixed-model-partnership-toolkit
- 3.37. The Provider should discuss and work closely with parents to agree how a child's

overall care will work in practice when their funded entitlement is split across different providers, such as at a maintained setting and childminder, to ensure a smooth transition for the child. Providers should enable a regular two-way flow of information with parents and/or carers, and between providers, if a child is attending more than one setting.

Special educational needs and disabilities

- 3.38. The Council must strategically plan support for children with special educational needs and/or disabilities (SEND) to meet the needs of all children in their local area as per the Special Educational Needs and Disability code of practice: 0 to 25 years.
- 3.39. The Provider must ensure owners and all staff members are aware of their duties in relation to the SEND Code of Practice 2014 and the Equality Act 2010 including their responsibilities when a child under compulsory school age has special educational needs if he or she is likely to fall within the definition of SEND as contained in the Code of Practice when they reach compulsory school age or would do so if special educational provision was not made for them (Section 20 Children and Families Act 2014 or provision of equivalent effect).
- 3.40. The Council must be clear and transparent about the support on offer in their area, through their Local Offer, so parents and providers can access that support.
- 3.41. The Provider should be clear and transparent about the SEND support on offer at their setting and make information available about their offer to support parents to choose the right setting for their child with SEND.

Supporting disadvantaged children

- 3.42. The Council shall promote equality and inclusion, particularly for disadvantaged families, looked after children and children in need by removing barriers of access to funded places and working with parents to give each child support to fulfil their potential.
- 3.43. The Provider shall ensure that they have identified the disadvantaged children in their setting as part of the process for checking Early Years Pupil Premium (EYPP) eligibility. They will also use EYPP and any locally available funding streams or support to improve outcomes for this group.
- 3.44. There may be some circumstances where households meet the eligibility criteria for both the disadvantaged two-year-old entitlement and the working parent entitlement. In these circumstances, the childcare should be provided under the disadvantaged 2-year-old entitlement. The child will remain on the disadvantage entitlement until they become eligible for the universal entitlement for 3- and 4-year-olds or 30 hours free childcare for 3- and 4-year-olds if they meet the eligibility criteria. Therefore, households will not lose eligibility for their 15 hours free early education, as is currently the case for the disadvantage entitlement. From September 2025, when the working parent entitlement increases to 30 hours, where households meet the eligibility criteria for both 2- year-old

entitlements, they should be recorded as taking up 15 hours of the disadvantage entitlement and 15 hours of the working parent entitlement. They will need to reconfirm eligibility every 3 months for the working parent entitlement and from September 2025, they will not be defaulted automatically onto the disadvantage entitlement should they lose eligibility for the working parent entitlement.

Quality

- 3.45. The Early Years Foundation Stage (EYFS) Statutory Framework is mandatory for all schools that provide early years provision and Ofsted-registered early years providers or with an Ofsted registered Childminder Agency in England. The EYFS sets the standards that all early years providers must meet to ensure that children learn and develop well and are kept healthy and safe.
- 3.46. Ofsted and inspectorates of independent schools have regard to the EYFS in carrying out inspections and report on the quality and standards of provision. Childminder agencies (CMAs) are organisations that can register and quality assure childminders as an alternative to registering with Ofsted. Ofsted inspection judgements (or the inspection judgement of an independent inspectorate approved by the Secretary of State for Education), and a CMA's reasonable opinion of quality at a childminder registered with it, are the sole benchmarks of quality that local authorities can consider when securing quality for the free entitlements
- 3.47. Councils have a legal duty to provide information, advice and training on meeting the requirements of the EYFS, meeting the needs of children with SEND and on effective safeguarding and child protection for all providers. All providers judged to be less than 'good' by Ofsted will have Provider/ Childminder Causing Concern process implemented by Cheshire West and Chester Early Years Team. This will include childminders registered with a childminder agency where the childminder agency is judged to be 'ineffective' by Ofsted.
- 3.48. Provision must be offered in accordance with the national parameters on quality as set out in Section A3 of Early Education and Childcare Statutory Guidance for Local authorities and the EYFS statutory framework. Providers are expected to engage in events, training and support offered by the Council's Early Years Team, including through monitoring visits, and to support staff to undertake appropriate training and professional development opportunities to ensure they offer quality learning and development experiences for children that continually improves. If necessary, this will also include engagement in the Council's Provider/ Childminder Causing Concern protocol.
- 3.49. Where providers including childminders have yet to be inspected, prior to granting entitlement funding, the Early Years Team will visit to ensure they have sound knowledge of both the EYFS and safeguarding statutory duties.
- 3.49A For a provider registered with a childminder agency which has yet to undergo a quality assurance visit by the childminder agency, a quality assurance visit will be undertaken by the Council.

Business planning

- 3.50 The Provider will submit a count of the number of hours which are to be claimed for the forthcoming claim period (term) (via the Early Years Provider Portal), prior to the claim period commencing. The Provider will receive equal monthly payments during the claim period based on the submitted initial funding claim when the claim period commences. A headcount of actual children claiming Early Years Foundation Stage Funded entitlement places will be required to be completed on a specified date in the first month of the claim period. This will need to be submitted via the Provider Portal to the Council by the deadline date for each funding period.
- 3.50A Prior to signing the contract via Docusign, the Provider shall return the duly completed Provider Registration Details Form including email addresses for the relevant personal authorised to sign the Early Years Funding contract in accordance with Companies House and/or The Charity Commission depending on the status of the provider organisation.
- 3.51. Annually, on the third Thursday in January, an Early Years Census takes place. The Council requires all private voluntary and independent providers to provide the normal headcount data and complete the Early Years Census Form (via the Provider Portal) including additional child details and operational information on the Provider including staffing numbers.
- 3.52. The Council does not charge providers penalties for providing late or incomplete information, that lead to additional administration in the processing of funded entitlements but failure to return the headcount within the prescribed period may result in:
- (a) the claim being inaccurate
 - (b) payment being delayed
 - (c) payment being suspended
- 3.53. The Council shall not carry out audit regimes which are disproportionate or are unnecessarily burdensome to providers.
- 3.54. The Council will on an annual basis review a cross-section of approximately 10% of all funded providers. The Provider agrees (at their own cost) to take part in the review process, providing invoices, details of their funded offer including fees and charges, Parental Agreements, records of sight of birth certificates, records documenting the breakdown on what Early Years Pupil Premium and SEND Inclusion payments have been spent and copies of registers. These audit checks will look at the following areas:
- Are the funded hours that children receive presented clearly by the Provider to parents in hours on the Provider's billing information?
 - Has the Provider retained (for audit purposes) documentation signed by the parent, that confirms the child's personal details, and confirmation by the parents that the child is accessing only one entitlement?
 - Does the Provider only submit claims for children for which a member of staff has had sight of the child's birth certificate?

- 3.55. The Provider should ensure they submit timely and accurate information when requested, including, but not limited to, headcount data, census data, Parental Agreements invoices, as per the financial guidelines of their Council. Failure to do so may result in inaccurate, delayed, or suspended funding.
- 3.56. The Provider shall maintain accurate financial and non-financial records relating to funded entitlement places and should give the Council access on reasonable notice to all financial and non-financial records relating to funded entitlement places funded under the Provider agreement, subject to confidentiality restrictions.

Charging

- 3.57. Government funding is intended to deliver 15 or 30 hours a week of free, high quality, flexible childcare. The 15 or 30 hours must be able to be accessed free of charge to parents. There must not be any mandatory charges for parents in relation to the free hours. Government funding is not intended to cover the costs of meals, other consumables, additional hours or additional services.
- 3.58. Providers can charge parents for the following extras in connection with the free hours, but these charges must be voluntary for the parent:
 - **consumables** to be used by the child, such as nappies or sun cream
 - **meals and snacks** consumed by the child - in limited circumstances where a provider is unable to enable parents to bring their own food to a setting, providers may charge for food, but this cost must be reflective of the costs of the food itself, and must not exceed the reasonable cost of the food provided.
 - **extra optional activities** such as events, celebrations, specialist tuition (for example music classes or foreign languages) or other activities that are not directly related or necessary for the effective delivery of the Early Years Foundation Stage (EYFS) statutory framework

Charges should be set out in accordance with the above categories, a pragmatic approach to aggregating costs can be taken and every single individual cost does not need to be itemised. Providers can also charge parents for any additional, private paid hours according to their usual terms and conditions provided taking up private paid hours is not a condition of accessing a free place.

- 3.59. The costs of chargeable extras should be published on provider websites by no later than 1st January 2026 or, where they do not have any website, Cheshire West and Chester's Live Well website by this date. These charges should be clear, up-to-date and easily accessible to parents, to enable parents to make an informed choice of provider. They should set out, for each setting, the amounts charged for all the chargeable extras listed, as well as the pattern of hours that parents can take the entitlements. Providers should follow the DfE's template (**Annex C**) of how to set out these costs. Childminders and providers caring for 10 or fewer children at any one time are exempt.
- 3.60. Invoices and receipts should be itemised, providers should ensure their invoices

break down separately into:

- the free entitlement hours
- additional private paid hours
- food charges
- non-food consumables charges
- activities charges

Providers should ensure these itemised invoices are in place by January 2026 and it matches the information available on their website or the Cheshire West and Chester's Livewell website. Where parents are only accessing their child's free 15/30 hour entitlement and no charges apply, the provider must provide a nil invoice. This is to allow parents to see that they have received their child's free entitlement hours completely free of charge and understand that any fees paid are for additional hours or optional services. Invoices and receipts should include the provider's full details so that they can be identified as coming from a specific provider.

- 3.61. Parents must be able to opt out of paying for chargeable extras and the associated consumable or activity for their child. This should be reviewed with parents on a termly basis. For activities and extra services, providers should be made aware that participation in any optional extra activity should be on the basis of parental choice and a willingness to meet the charges. In these circumstances, providers should ensure that children who do not participate in optional activities continue to receive provision that complies with the EYFS.
- 3.62. Providers should be mindful of the impact of charges on families, particularly the most disadvantaged. Providers, who choose to offer the free entitlements, are responsible for setting a policy on providing parents with options for alternatives to additional charges. This policy must offer reasonable alternatives that allow parents to access the entitlement for free, including allowing parents to supply their own, or waiving or reducing the cost of these items. Offering free places only to some eligible children is not considered an acceptable alternative. Furthermore, providers are free to produce their own 'packed lunch policy' regarding what food is permitted providing this complies with equality legislation. Providers must ensure their 'packed lunch policy' ensures all children are offered healthy and nutritious food, to reduce choking risks, and to help prevent allergic reactions for children who may have airborne food allergies. For further information providers should refer to the EYFS.
- 3.63. In all cases, these chargeable extras must not be a condition of taking up a free place. All parents, including disadvantaged families, must have fair access to a free place. The Council will intervene if a provider seeks to make additional hours, optional services or optional consumables a mandatory condition of taking up a free place.
- 3.64. Providers should deliver the free entitlements consistently, so that all children within a setting accessing any of the free entitlements receive the same quality and access to provision, regardless of whether they choose to pay for voluntary hours, voluntary extra services, meals or consumables.

- 3.65 Providers are to ensure that the free entitlements are available free of charge and do not charge parents for the following in connection with the entitlement hours:
- Top-up fees (any difference between a provider's normal charge to parents and the funding they receive from the local authority to deliver free places)
 - The supply of or use of any materials, including, but not limited to, craft materials, crayons, paper, books, instruments, toys, or other equipment or learning resources that are necessary for the effective delivery of childcare
 - Business running costs, including, but not limited to, rent, staff wages, cleaning materials, insurance, or utility bills such as energy, gas or water
 - Registration fees as a condition of taking up a child's free entitlement place
 - non-refundable deposits as a condition of taking up a child's entitlement place
 - General charges, including but not limited to, non-itemised enrichment charges, sustainability charges, business continuity charges, additional charges, enhanced ratios, hourly rates, or any other supplementary charges on top of the free hours - Any additional fees that are not specifically identified and itemised as being for chargeable extras as described in 3.60.
- 3.66 Providers should work with parents so that parents understand which hours or sessions can be taken as free provision. Not all providers will be able to offer fully flexible places, but providers should work with parents to ensure that as far as possible the pattern of the entitlement hours are convenient for parents' working hours. Providers should ensure that children are able to take up their free hours in continuous blocks if they wish to, and there should be no artificial breaks in the entitlement hours.
- 3.67 Providers should be aware that the Early Years Pupil Premium (EYPP) is available to provide additional funding to providers to support the quality of early education for eligible children taking up early education and childcare entitlements. This additional funding available should be communicate with all families accessing the entitlements. Providers should also be aware and share with families the availability of the Disability Access Fund (DAF) which supports eligible, disabled children's access to the entitlements.

Funding

- 3.68. The Council is a signatory to the Prompt Payment Code that has been produced by the Institute of Credit Management.
- 3.69 The Provider shall accurately complete and submit headcount and other necessary data returns by the agreed date to support the Council to make payment in accordance with the payment schedule published on the Provider Portal.

Funding Formula

- 3.70. In consideration of providing the funded entitlement to eligible children, the Provider will receive payment on a per child per hour basis applying the following formula:

- i) Base rate per child per hour of:
 - a. **£5.45** for children in receipt of 3- and 4-year-old entitlements
 - b. **£7.65** for children in receipt of 2-year-old entitlements
 - c. **£10.33** for children under 2 years old in receipt of entitlements;
- ii) Disadvantage Supplement - Additional payment paid on the hours claimed by the Provider for any child in their care who reside in the 30% most disadvantaged areas in England on the Income Deprivation Affecting Children Index ("IDACI") or in the 30% most disadvantaged areas in Wales on the Welsh Index of Multiple Deprivation. Payment of **£0.50** per child per hour will be made for any child on the Providers headcount submission with an eligible postcode.
- iii) Rurality Supplement - Additional lump sum payment for the financial year of **£2,000** if a Provider is defined as being in a Rural or Pre-dominantly Rural Super Output Area under the Department for Environment, Food and Rural Affairs (DEFRA) Rural/Urban Classification and in addition there is sparse provision in a 2 mile radius and the provider can demonstrate occupancy rates below 77% (occupancy needed for a day nursery to break even as determined by Department for Education, 2012 listed in Family and Childcare Trust Childcare Survey 2016). This will be determined once a year as part of the early years census.
- iv) Quality Supplement –. Additional payment of **£0.07** per child hour will be received for eligible providers employing staff members with Qualified Teacher Status to support additional cost pressures that may be incurred in relation to pay and pension contribution. Providers recording a member of staff with Qualified Teacher Status on their Early Years Census return will be invited to apply for the supplement, providing evidence of pay in accordance with those set by the School Teachers Review Body and membership of the Teachers Pension Scheme.

In all Early Years Foundation Stage provision the Council's definition of appropriate Qualified Teacher Status is a Qualified Teacher who has an Initial Teacher Training Qualification in Early Childhood Studies (or an equivalent which is acceptable to the Council, which will include any previous similar qualification). This does not include Early Years Teacher Status.

This Quality Supplement will only be made if the relevant staff member has a leading professional role in the delivery of high-quality Early Years Foundation Stage in the Provider. A "leading professional role" requires the relevant staff member to be working directly with staff and children for at least 15 hours per week for a minimum of 38 weeks per year to deliver high quality Early Years Foundation Stage in the Provider, or longer hours where the Council reasonably considers that this is necessary to achieve identified learning and development outcomes for children attending the Provider. Where a Provider has children across the 0 to 5 years age range the relevant staff member must spend a substantial amount of this time working with 3- and 4-year old's.

The Provider will notify the Council if the relevant staff member leaves the Provider or is on continuous leave (or is expected to be on continuous leave) for any reason for a period of more than six weeks. The Council will, if practicable, assist the Provider in identifying alternative staffing arrangements to retain the quality of provision in the Provider during the period of absence, however the Council may reduce the payment made to the Provider by the value of the Quality Supplement for the period during which the absence takes place if the Provider does not use a suitably qualified replacement to cover for the absent staff member. If the Provider fails to notify the Council of a relevant absence as required by this clause, the Council will require repayment of the Quality Supplement for the period during which the absence takes place. If the Provider no longer has a Qualified Teacher in a leading professional role as a result of a staff member leaving, the Provider will cease to receive a Quality Supplement.

- v) Nationally agreed rates for Disability Access Funding (DAF) and Early Years Pupil Premium (EYPP) will be paid in accordance with eligibility criteria. Evidence of DAF eligibility must be shared with the Council to enable the Council to retain this for audit purposes.

Conditions for Payment

- 3.71. The Provider will notify the Council one month before the end of each term of any change in its operation, designation or staffing which may affect its entitlement to receive supplements. This time period is subject to Clause 3.73A below.

The Council will confirm the per child per hour payment rate that the Provider will receive for the following financial year by 28th February, subject to any changes in the funding formula supplements applying to the Provider.

For private, voluntary and independent sector childcare providers, payment will be made in two installments per claim period based on the following process:

- The Provider will estimate and submit a count of the number of hours (via the Provider Portal) which are to be claimed for the forthcoming term for each age group, prior to the claim period commencing. Based on the estimate submitted the Provider will receive equal monthly payments in accordance with their estimate claim submitted via the Provider Portal.
- A headcount of actual eligible children claiming Early Years Foundation Stage funded entitlement places will be required to be completed on a specified headcount date (dates can be found on the Provider Portal) in the first month of the claim period. This will need to be entered on the Provider Portal by the prescribed deadline.
- The Council will check that the children listed on the headcount returns are eligible to receive the funded early years entitlement and will check any information provided regarding the funding formula supplements.
- The Provider will receive a final monthly payment after submission via the Provider Portal of the final adjusted claim no later than the end of the first

full week of the final month in the claim period (dates can be found on the Provider Portal).

- The Council reserves the right to make adjustments to payments to reflect the actual numbers of hours provided to eligible children and any changes to the funding formula supplements that the Provider receives. Any such changes which occur before the final payment is made will be included as part of this payment but any changes after the final payment will be included as an adjustment to the estimate payment(s) for the next claim period.
- For maintained sector childcare providers, payment will be made based on submitted estimates as part of the Provider's annual budget on or around the 1st April. The Provider will be required to complete the same claim process for actual children claiming funded entitlement places as set out above. Adjustments to the budget will be made each claim period to reflect the actual numbers of hours provided to eligible children and any changes to the funding formula supplements that the Provider receives.
- The Provider will ensure that parents of children for whom they are in receipt of funding certify they are not attending more than 15 hours or 30 hours (as applicable) in any one week for which the Council or another Council is making payments. Where a child changes provider or the pattern of their funded hours the Provider must discuss these changes with the parent to ensure that the eligible allocation of hours is not exceeded.
- The Provider will ensure that an appropriate parent/carer for each child enters into a Parent Agreement preferably in the Council's prescribed format before the child starts attending their funded entitlement and will ensure that the Parent Agreement is renewed each claim period for the duration of the child's funded entitlement at the Provider. The Council's preferred format of Parent Agreement is included in Annex D which should be used for the appropriate financial year to which it relates (1st April 2025 to 31st March 2026 covering the three academic terms within that period).

The Provider will inform the Council of any material change in their circumstances which may affect the provision of a funded early years foundation stage place or if any eligible child listed on the headcount is absent from the Provider for a continuous period of more than three weeks. The Provider should notify the Early Years Worker at the Childrens Centre if a child in receipt of a disadvantaged two year old funded place does not attend consistently or is absent or leaves the Provider.

Changes in Provider

- 3.72. If a child either leaves the Provider or starts at the Provider part way through the claim period then a late claim should be completed. The reason for submitting a late claim should fall under one of the exceptional categories as per the Parent Agreement guidance notes. Clarification on individual cases can be sought from the Council. If the reason for the late claim does not fall under one of the exceptional categories, then the claim will not be processed, and the funding will

remain as set out on the headcount form. **Please note that late claims should be submitted no later than one month after the end of the term for payment to be considered. Any late claims received after this date will not be processed.**

- 3.73A In the event a Provider has the intention to and/or does sell and/or disposes of the business during a claim period, the Provider shall provide the Council with a minimum of 3 months' notice.
- 3.73B Any unspent payment/funding received by the Provider that was not used in providing the services during the claim period, shall be returned to the Council within 14 days of notifying the Council of the intention to sell and /or change in business. The Council has the right to terminate the contract and to reclaim any funding that has been provided but yet to be utilised towards the provision of services by the Provider.
- 3.73C Alternatively, in the event that there is a change of ownership during the claim period, the Provider shall ensure to obtain written confirmation from the buyer/new provider that they are in receipt of the sums from the Provider to be able to continue to provide the services during the claim period.
- 3.73D Pursuant to Clause 3.73C, the Provider shall provide the Council with the written confirmation obtained from the buyer/new provider that they are in receipt of any outstanding funding in order to provide the services for the remainder of the relevant claim period.

Multiple Providers

- 3.74. Where a child takes their entitlement at more than one provider the Council will pay providers in accordance with the hours laid out on the Parent Agreement. In the event of an over claim please see the procedure as laid out in clause 3.33 above.

Compliance

- 3.75. The Council may, at their sole discretion carry out checks and/or audits on providers to ensure compliance with the requirements of delivering the funded entitlements, and providers shall co-operate fully with such checks and/or audits.
- 3.76. The Council will on an annual basis review a cross-section of approximately 10% of all Early Years Foundation Stage providers. The Provider agrees (at their own cost) to take part in the review process, providing invoices, list of fees and charges, Parental Agreements, records of sight of birth certificates, records documenting the breakdown on what Early Years Pupil Premium payment have been spent, copies of registers and where SEND inclusion funding or Disability Access Funding is awarded will be able to provide a termly record of what this funding has been spent on.

Termination and withdrawal of funding

- 3.77. Suspension of registration by Ofsted or a breach of statutory requirements or safeguarding issues may result in the termination of the arrangement and withdrawal of funding.
- 3.77A The Council may at its sole discretion, terminate the arrangement and withdraw the funding for breach of Section 3.73A, Section 3.73B, Section 3.73C and Section 3.73D.
- 3.78. The Parties (without prejudice to other rights) may terminate this agreement upon service of a minimum of one calendar month's prior written notice to the other party, provided that such notice must expire on 31st August, 31st December or 31st March, unless otherwise agreed by both parties.
- 3.79. The Council may terminate this agreement in whole or in part immediately and demand repayment of all or any part of the funding should the Provider:-
- i) fail to comply with the requirements of this agreement or breach any of the other conditions of this agreement;
 - ii) lose the relevant Ofsted grading required to offer funded places (a minimum of "Good" or "Outstanding" for disadvantaged 2 year old places and "Requires Improvement" for universal and working families entitlements dependent on the actions from the inspection and sufficiency of places in the area) or if the provider is a childminder registered with an agency which loses their 'effective' Ofsted grading to offer funded places at its most recent early years childminder agency inspection;
 - iii) have withdrawn any registration which it must maintain or accreditation which it must hold to operate as a childcare provider;
 - iv) cease to carry on its business as a childcare provider or cease to offer the funded early years entitlement at the setting for any reason;
 - v) (If the Provider is a corporate body) have a receiver, administrator or liquidator appointed over it, make a composition or arrangement for the benefit of its creditors, or wind itself up;
 - vi) (if the Provider is an individual) be declared bankrupt, or have a bankruptcy petition filed against it at court, or take any steps to make itself bankrupt or attempt to make a composition or arrangement for the benefit of its creditors; or
 - vii) in the event of any safeguarding issues arising.
- 3.80 Notices may be given by the Council or the Provider either personally, or by post to the addresses set out on the front page of this agreement. A notice given by post shall be deemed to have been given the third working day after it was posted.

Appeals process

- 3.81. A Provider may have their funding withdrawn as set out above. The Provider can appeal against that decision.
- 3.82. To appeal the decision of the Council the Provider must notify the Council in writing within 10 working days of the notice (decision) being given. The Provider

must give the grounds for objecting to the decision and provide relevant evidence in support. The Provider can do this by following the Council's corporate complaints procedure as laid out on their website. This can be found at:

<https://www.cheshirewestandchester.gov.uk/residents/contact-us/complaints-and-feedback/comment-complain.aspx>

If the Provider remains dissatisfied after the complaint has been dealt with at both stages of the Corporate Complaints Policy they may wish to contact the Local Government and Social Care Ombudsman. A complaint may be raised at any time to the Local Government and Social Care Ombudsman, who is independent of the Council and can investigate on behalf of the Provider.

Local Government and Social Care Ombudsman Advice Team: Telephone: 0300 061 0614.

Complaints process

- 3.83. If a parent is not satisfied that their child has received their funded early education place, that the Provider meets the requirements expected, or is unhappy about any aspect of their child's funding from the Council, then they should in the first instance contact the Provider and:

- Check their entitlement
- Check any bills/receipts and invoices that they been issued
- Check the Provider handbook and Ofsted report

A parent must follow the Providers own complaints process which is available from the setting.

If a parent is not satisfied with the Council then they can make a complaint by following the Council's corporate complaints procedure as laid out above in on their website.

<https://www.cheshirewestandchester.gov.uk/residents/contact-us/complaints-and-feedback/comment-complain.aspx>

- 3.84. The Provider should ensure they have a complaints procedure in place that is published and accessible for parents who are not satisfied their child has received their funded entitlement in the correct way, as set out in this agreement and in Early Education and Childcare Statutory guidance for local authorities.
- 3.85. If a parent or provider is not satisfied with the way in which their complaint has been dealt with by the Council or believes the Council has acted unreasonably, they can make a complaint to the Local Government and Social Care Ombudsman. Such complaints will only be considered when the local complaints procedures have been exhausted.

Variation

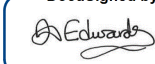
- 3.86. The Council shall be entitled to vary the terms of this Agreement by providing not less than one month's prior written notice to the Provider if such variation is necessary or desirable to enable the Council to give effect to any legal

requirements or guidelines issued by the Department for Education or it appears to the Council that it is appropriate to vary this Agreement.

- 3.87. Apart from in the circumstances set out in clause 3.86, any variation to this Agreement will only be effective if it is made in writing and signed by both the Council and the Provider.

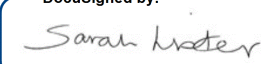
PROVISION OF FUNDED EARLY YEARS FOUNDATION STAGE PLACES
THE CONTRACT

SIGNED for and on behalf of the Council

DocuSigned by:

Authorised signatory.....
(Cheshire West and Chester Borough Council)
Printed Name: Debbie Edwards

Position: Head of Service

--

DocuSigned by:

Authorised signatory.....
(Cheshire West and Chester Borough Council)
Printed Name: Sarah Lister

Position: Early Years Team Manager

--

SIGNED for and on behalf of the Provider:

Provider name: Saughton C of E Primary School & Pre-School

Signed by:

Authorised signature: Sue Dawson - Saughton Church of England Primary School & Pre-School

Printed name: Sue Dawson - Saughton Church of England Primary School & Pre-School

Position: Headteacher

Date: 25 March 2025 | 2:07 PM GMT

Annex A: Legislative context

The following frameworks and legislation underpin this agreement:

- Statutory guidance for local authorities on the provision of early education and childcare 2025: Early education and childcare (effective from 1 April 2025) - GOV.UK
- Childcare Act 2006
- Childcare Act 2016
- Equality Act 2010
- School admissions code 2014
- Statutory framework for the early years foundation stage 2014 (as amended in January 2024)
- Childcare (Early Years Provision Free of Charge for Working Parents) (England) Regulations 2022
- Children and Families Act 2014
- Special educational needs and disability code of practice: 0 to 25 years 2014
- Data Protection Act 2018
- Privacy notice: <https://www.cheshirewestandchester.gov.uk/system-pages/privacy-notices/education-privacy-notice>
- Schools forum webpage: Schools Forum | Cheshire West and Chester Council

Annex B: Key data protection rules and principles

Data Controller:	has the meaning given under Data Protection Law;
Data Processor:	has the meaning given under Data Protection Law;
Data Protection Law:	all Law relating to the processing of personal data and privacy, including all applicable guidance and codes of practice issued by the Information Commissioner's Office or any replacement and/or equivalent data protection or related privacy Law in force in England and Wales as amended from time to time;
Data Subject:	has the meaning given under Data Protection Law;
Personal Data:	personal data, as defined under Data Protection Law, concerning either residents or employees or workers of the Provider or any SubProvider and which is obtained or Processed in connection with the Works or this Contract;
Personal Data Breach	any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law);
Processing:	has the meaning given under Data Protection Law and "Process" and "Processed" shall be construed accordingly;
Protective Measures:	<p>appropriate (having regard to nature of the Personal Data to be protected, the harm that might result from a Personal Data Breach, the state of technological development and the cost of implementation) technical and organisational measures including (where applicable):</p> <ul style="list-style-type: none"> • pseudonymising and encrypting Personal Data; • ensuring the confidentiality, integrity, availability and resilience of systems and services; • ensuring that the availability of and access to Personal Data can be restored promptly after an incident; and • regularly assessing and evaluating the effectiveness of such measures;

1. DATA PROTECTION

- 1.1 Each Party shall comply with Data Protection Law in connection with this Contract and shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Contract.
- 1.2 Depending on the factual situation, the Council and the Provider may each act as either Data Controller or Data Processor in relation to Personal Data under this Contract. The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in Schedule 1
- 1.3 Where either Party Processes Personal Data of which the other Party is the Data Controller the Processing Party shall:
 - (a) do so only on written instructions from the Data Controller (the first such instructions being those set out in this Contract) as revised by the Data Controller from time to time (where applicable) in accordance with clause 1.5;
 - (b) notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe Data Protection Law;
 - (c) maintain appropriate Protective Measures to protect against a Personal Data Breach;
 - (d) ensure that all persons the Data Processor authorises to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (e) provide the Data Controller with full assistance in complying with Data Protection Law and enabling Data Subjects to exercise their rights under Data Protection Law including maintaining appropriate organisational and technical measures to facilitate this;
 - (f) notify the Data Controller promptly following any Personal Data Breach and provide the Data Controller with such assistance as the Data Controller requests including with any notifications to the Information Commissioner's Office and affected Data Subjects;
 - (g) not transfer Personal Data outside of the UK without the prior written consent of the Data Controller;
 - (h) on request, provide the Data Controller promptly with all information that the Data Controller needs to show that both the Data Controller and Data Processor have complied with Data Protection Law in relation to this Contract; and
 - (j) at the written direction of the Data Controller, delete or return all Personal Data (and copies) to the Data Controller on following termination of this Contract unless the Data Processor is required by Law to retain it.

- 1.4 A Party that is a Data Controller may inspect and audit the other Party's facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this Contract and Data Protection Law.
- 1.5 A Party that is a Data Controller may revise their instructions to the Data Processor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle either Party to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. The Data Controller shall use reasonable endeavours to give the Data Processor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.
- 1.6 The Provider shall not allow a Sub-Provider to Process any Personal Data of which the Council is Data Controller without the prior written consent of the Council. Where the Provider wishes a SubProvider to be able to do so, the Provider shall provide the Council with such evidence as the Council requires in order to be satisfied that the proposed SubProvider is capable of complying with the Provider's obligations under this Contract and under Data Protection Law in relation to that Personal Data. The appointment of a SubProvider shall not relieve the Provider from any of its obligations under this Contract and the Provider shall be liable to the Council for the performance of the SubProvider's obligations in relation to Personal Data under this Contract.
- 1.7 Where the Council allows a Sub-Provider to Process Personal Data in accordance with clause 1.6, the Provider shall:
- 1 include provisions substantially the same as those in this clause 1.7 in the subcontract with that Sub-Provider; and
 - 2 provide in the subcontract that the Council may enforce such obligations directly against the Sub-Provider under the Contracts (Rights of Third Parties) Act 1999.

	Personal Data of which the Council is Data Controller	Personal Data of which the Contractor or a Subcontractor is Data Controller
Data Processor:	Provider	Council
Categories of Data Subject:	Residents (under 2, 2, 3 and 4 year old funded children and their parents)	Staff of the Provider or Council
Subject matter of Processing (including	Personal Data concerning Residents including for funded children names,	Personal Data comprising funding claims for eligible

types of Personal Data that may be Processed):	addresses, date of birth, special educational needs, ethnicity, gender, details of any care arrangements such as adoption or child in care and where eligibility checks are required the parents name, contact details, date of birth, national insurance number, eligibility code.	children and results of the parents eligibility checks.
Nature and purpose of Processing:	Interrogation of the Personal Data for the purpose of carrying out the Services, including carrying out our eligibility checks, submitting funding claims, and correcting any Personal Data found to be incorrect whilst carrying out the Services.	Disclosure of Personal Data concerning funded children to the Council: <ul style="list-style-type: none"> • to identify which children are eligible and claiming a funded place. • to target support and services of Starting Well service to vulnerable families.
Duration of Processing:	During the Contract Period and for 20 (twenty) Working Days after its end. Data to be returned to the data controller within 20 (twenty) working days following the end of the Contract. Data should be retained for 7 years once support has ceased and then securely destroyed.	During the Contract Period and up to 4 (four) months after its end (whilst overseeing a TUPE transfer).

- 1.8 The Council may use copies of the data you provide when updating and testing its IT systems. If personal data is used for system testing, it will be copied into a test environment with appropriate security precautions and permissions will be applied to the data.

Annex C: Chargeable extras template: how to set out costs

[Opening text for providers to give information about the services that they offer]

Description	Unit	Unit price	Line total
Free entitlement hours –15/30 hours per week (must not have a charge). [enter number of free hours per week, explain any stretched offer provided] E.g. State funded offer below: Term time: 15 hours per week/ 30 hours per week (38 weeks) All year/stretched:11.18 hours per week/ 22.36 hours per week (51 weeks) Monday to Friday 8am until 6pm Monday to Friday 9am until 3pm	Weekly	Free	Free
Additional hours purchased – xxx hours per week [enter number of hours per week] E.g. state non-funded offer: sessions and times (Morning/ Afternoon/ Full day)	Hourly/ Session/ Daily	Cost per hour/ per session/ per day	£
Meals/snacks [Explain how many meals are provided and the type of meals] E.g. State if per meal or overall charge and what this includes.	Daily / Weekly / Per meal	Cost per meal/overall	£
Consumables (for example, nappies and sun cream) [Provide details of the charges made for consumables and itemised details of what these charges relate to.] Excludes items listed in clause 3.65.	Session/ Daily/ Weekly/ per item	Cost(s)	£
Additional voluntary services (for example, trips, forest school sessions or foreign language lessons) [Provide details of the charges made for additional services and itemised details of what these charges relate to.] E.g. Services/activities or overall charge and what this includes.	Session/ Daily/ Weekly/ Ad Hoc	Cost(s)	£
		Total	£

[If you allow Tax Free Childcare or Universal Credit Childcare to claim back some of the costs, explain how this works in your setting here]

If you do not wish to pay for specific consumables, for example because you wish to provide your own, please make your nursery aware so next steps can be discussed.

Annex D: SAMPLE Parental Agreement for Early Years Entitlement FurSetting Name: **Marmalade Day Nursery**Ofsted URN: **EY012345****1: CHILD'S DETAILS (As stated on Birth Certificate)**

First Name	Paddington				Middle Name/s	Bear	
Surname	Brown						
Name by which the child is known (if different to above)							
Date of Birth	01/02/2022				Gender	Male <input checked="" type="checkbox"/> Female <input type="checkbox"/>	
Ethnic Group	W	B	R	I	SEN Provision	None <input type="checkbox"/> Early Years Support <input type="checkbox"/> EHC Plan <input type="checkbox"/>	
Address	The Portal, Wellington Road, Ellesmere Port						
	Cheshire				Postcode	CH64 OBE	

2: DOB EVIDENCE (does the child meet the cut off for the claim period, see guidance note)

DOB Evidence	Birth certificate	Date Seen	01/03/2024
Staff Name	Sam Gruber	Staff Signature	S Gruber

3: ADDITIONAL DETAILS FOR WORKING FAMILIES ENTITLEMENT CHILDCARE, EARLY YEARS PUPIL PREMIUM (EYPP) & DISABILITY ACCESS FUNDING (DAF)

Eligibility Code	50012345678	Parent / Carer NI or NASS Number	JB123456A
Parent / Carer DOB	31/12/1989	Parent/ carer Surname	Brown

Additional funding may be available through the **Early Years Pupil Premium (EYPP)** for families in receipt of certain benefits. This funding is paid to early years providers for the provision of extra support for your child to improve teaching and learning facilities and resources to impact positively on your child's progress and development. For more information, please speak to your childcare provider.

EYPP is also available to children who have left care through adoption, special guardianship or a child arrangement order, please contact earlyyearspaymentsteam@cheshirewestandchester.gov.uk

Do you wish to apply for EYPP for your child?	Yes / No
Children who are in receipt of Disability Living Allowance and are receiving Early Years Entitlements are eligible for the Disability Access Fund (DAF) . DAF is paid to the child's early years setting as a fixed annual rate per eligible child.	
Is your child eligible in receipt of Disability Living Allowance (DLA)	Yes / No
If your child is splitting their Entitlement across two or more providers, is this the setting you nominate to receive DAF	Yes / No / N/A
DLA evidence provided to setting	Yes / No

4: SETTING AND ATTENDANCE DETAILS

You need to agree and complete this Declaration Form with each setting your child attends for their Entitlement to ensure that funding is paid correctly. Your child can use their funded hours across a maximum of **two** settings on the same site in a single day and a maximum of **10** hours per day.

Please use **U** for 3- and 4-year-old Universal Entitlement, **E** for Working Families Entitlements and **D** for 2-year-olds in receipt of additional government support.

Please visit www.childcarechoices.gov.uk to find out about savings on any non-funded childcare hours.

Term	Summer		Term	20	25
Setting Name:	Please enter the number of hours attended per day	Entitlement type:		No. of weeks per	

Annex D: SAMPLE Parental Agreement for Early Years Entitlement Funding

Marmalade Day Nursery	Mon	Tues	Wed	Thu	Fri	U only, U&E, E only, D	Total hours	year (e.g. 38 or 51)
Total number of hours at setting per day	6	6	6	6	6		30	38
Number of funded hours per day	3	3	3	3	3	U	15	38
Funding Start Date:	1 st April 2025				Funding End date:	31 st August 2025		

My child is also attending the following setting(s) for Entitlement hours:

Jungle Preschool	3	3	3	3	3	E	15	38
Total Daily Entitlement Hours	6	6	6	6	6		30	38

5: PARENT / GUARDIAN DECLARATION

I (Insert name) **Mary Brown**
of the address given above in Section 1 confirm that the information I have provided above is accurate and true.

I understand and agree to the conditions set out in this document and I authorise (please insert name of provider)

..... **Marmalade Day Nursery** to claim Entitlement funding as agreed above on behalf of my child.

I agree that the information I have provided can be shared with the Council and Department for Education, who will access information from other government departments to confirm my child's eligibility and enable this provider to claim Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) on behalf of my child.

My provider has given me information about the Entitlement funding and their funded offer including any additional charges for meals, consumables and additional services. I understand that the Entitlement is **free** at the point of delivery and that I cannot be charged for this in advance.

I agree to the pattern of funded hours detailed on this form and that my child will attend regularly throughout the term and will not be absent without good reason. I will notify my provider if my child is absent. If I want to alter my child's hours or pattern of attendance, I will check with my provider who will inform the Council where it affects the Entitlement funding.

I understand the Entitlement is capped at 570 hours (up to 15 hours per week) or 1140 hours (up to 30 hours per week) each year and if I choose a 'stretched offer' this may affect the remaining hours available to me if I move provider during the year.

I cannot change the provider(s) detailed within the term without permission from my provider(s) and the Council. Permission will only be given in certain circumstances. If I change provider without permission the Entitlement funding will not necessarily follow my child, and I agree to pay the fees at the new setting until the start of the next term.

The Council is under a duty to protect the public funds it administers and will use the information you have provided on this form for the prevention and detection of fraud. We may also share this information with other bodies responsible for auditing or administering public funds for these purposes. I understand that if I make a false or incorrect declaration on this form that leads to an overpayment or to a duplicate claim, I will be liable to return any overpayment of funded provision and any resulting administration or legal costs.

In collecting your data for the purposes of checking your eligibility for the free Entitlements, Early Years Pupil Premium (EYPP) or Disability Access Fund (DAF) the Council is exercising the function of a government department and is authorised to collect this data pursuant to Section 13 of the Childcare Act 2006.

Data Privacy

The Data Protection Act 2018 puts in place certain safeguards regarding the use of personal data by organisations, including the Department for Education (DfE), local authorities and schools. The Act gives rights to those (known as data subjects) about whom data is held, such as pupils, their parents and teachers. This includes:

- the right to know the types of data being held

Annex D: SAMPLE Parental Agreement for Early Years Entitlement Funding

- why it is being held, and
- to whom it may be communicated

Should you have any concerns relating to how your information or the information relating to your child/ren is being or will be used, please contact your provider or the Council. Please note that information about whether a child is in receipt of Disability Living Allowance is, under the Act, Special Category Data which should be handled appropriately. Providers are asked to pay particular note to advice from the Information Commissioner's Office on holding personal data including sensitive personal data available at: <https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/training-videos/handling-more-sensitive-information/>

Parent / Carer with legal responsibility		Childcare Provider	
Signed	<i>M Brown</i>	Signed	<i>L. Bird</i>
Print Name	Mary Brown	Print Name	Lucy Bird
Date	15/3/25	Date	15/3/25

Please complete the following table prior to the start of the next term.

Term	Autumn					Term	20_25	
Setting Name:	Please enter the number of hours attended per day					Entitlement type: U, U&E, E only, D	Total hours per week	No. of weeks per year (e.g. 38 or 51)
	Mon	Tues	Wed	Thu	Fri			
Total number of hours at setting per day								
Number of funded hours per day								
Funding Start Date:					Funding End date:			

My child is also attending the following settings for Entitlement hours:

Total Daily Entitlement Hours								

DECLARATION

I confirm that I have re-read the Parent / Guardian Declaration and the privacy Notice in Section 5 above and confirm that I wish the setting named above to continue to claim Entitlement funding on behalf of my child as detailed above.

Parent / Carer with legal responsibility		Childcare Provider	
Signed		Signed	
Print Name		Print Name	
Date		Date	

Annex D: SAMPLE Parental Agreement for Early Years Entitlement Funding

Term 3	Spring					Term	2026	
Setting Name:	Please enter the number of hours attended per day					Type of Entitlement: U only U & E E only	Total hours per week	No. of weeks per year (e.g. 38 or 51)
	Mon	Tues	Wed	Thur	Fri			
Total number of hours at setting per day								
Number of funded hours per day								
Funding Start Date:					Funding End date:			

My child is also attending the following settings for entitlement hours:								
Total Daily Entitlement Hours								

DECLARATION			
I confirm that I have re-read the Parent / Guardian Declaration and the privacy Notice in Section 5 above and confirm that I wish the setting named above to continue to claim Entitlement funding on behalf of my child as detailed above.			
Parent / Carer with legal responsibility		Childcare Provider	
Signed		Signed	
Print Name		Print Name	
Date		Date	