

Appendix 1 - Parental Agreement Terms and Conditions of Early Education Funded Places

1. Early Education Funded (EEF) Hours

- 1.1. The maximum number of EEF hours is:
 - 15 hours per week for golden ticket 2-year-old families (maximum of 570 hours per academic year)
 - 15 hours per week for all 3&4-year-old children (maximum of 570 hours per academic year)
 - 30 funded hours per week for eligible working parents' of children aged 9 months, up to child starting school (maximum of 1140 hours per academic year)
- 1.2. Where a child takes up their funded entitlements part way through an academic year, the funded entitlements will be pro-rated for the remainder of the academic year.
- 1.3. EEF hours cannot exceed 10 hours per day in total.
- 1.4. Where the provider allows it, EEF hours can be stretched over more than 38 weeks, providing this does not exceed the maximum annual number of hours allowed.
- 1.5. The maximum hours that can be claimed for a child by providers in any term is as follows:
 - Autumn - 210 hours, or 420 if eligible for the working parents' entitlements
 - Spring - 165 hours, or 330 if eligible for the working parents' entitlements
 - Summer - 195 hours, or 390 if eligible for the working parents' entitlements
- 1.6. Where the provider chooses to offer the ability for parents to stretch or bank hours to be used over other periods such as school holidays etc. these days/hours need to be agreed between parent and provider and the following applies:
 - There will be no charge to the parent if the provider offers this flexibility option.
 - The maximum EEF entitlement within any week, including the banked hours cannot exceed 15 hours per week or 30 hours if the parent is eligible for the working parents' entitlement.
 - Where a parent gives written notice to their current provider, any hours that have been stretched/banked from a previous term(s) in the current academic year, that have not been used by the end of the required notice period, can be transferred to an alternative provider.
 - The provider will be responsible for re-paying any unused stretched/banked hours to the Local Authority.
 - The total number of EEF hours including banked hours cannot exceed 570 hours or 1140 hours if the parent is eligible for the working parents' entitlements.

2. Additional Charges and Services

- 2.1. The government funding for the EEF entitlements is not intended to cover the cost of meals, snacks, non-food consumables (e.g. nappies or sun cream) extra/enhanced activities such as trips, yoga, specialist teaching/activities, or any additional hours.
- 2.2. Providers can therefore charge for meals, snacks, consumables, and other additional hours/services that are not part of the EEF entitlements.
- 2.3. Any charges for meals, snacks, consumables, and other additional hours/services cannot be a condition of taking up the funded entitlements with a provider.
- 2.4. Where parents choose not to pay for meals, snacks and consumables, providers are responsible for setting their own policy on how to respond, with options including waiving or reducing the cost of meals, snacks and consumables or allowing parents to supply their child's own (subject to the provider's health and safety policies).
- 2.5. The provider should ensure their invoices and receipts are clear, transparent, and itemised, allowing parents to see that they have received their EEF entitlement completely free of charge and understand any fees they have been charged for additional hours or services.

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- 2.6. The provider should also ensure that receipts contain their full details so that they can be identified as coming from a specific provider.
- 2.7. The provider cannot ask the parent to pay any fee associated with their child's EEF place other than a refundable deposit, required to initially secure the place. The deposit must be refunded within four weeks of the child accessing their funded place.

3. Notice Period and Transfer of Entitlement

- 3.1. For funding to be made available with a different provider in the current term, parents must give the required written notice (as outlined in their signed parental agreement) by the Sunday before the termly census/headcount date. The termly census/headcount dates are as follows:
 - Autumn term - the first Thursday in October.
 - Spring term - the third Thursday in January
 - Summer term - the third Thursday in May
- 3.2. Where written notice is given prior to the termly census/headcount dates as detailed above, the following will apply:
 - Any remaining funding will be made available from the end of the written notice period, providing the child has attended in the term leading up to the current census/headcount date.
 - If the child has not attended in the term leading up to the current census/headcount date, the provider is not permitted to claim the early education funding. Where this is the case the full termly funding will be made available for a parent to use at a new provider, however the original provider may charge the parent for the notice period.
- 3.3. Where written notice is given after these dates any remaining funding cannot be transferred to a new provider in the current term.
- 3.4. Where the provider gives a parent/child written notice at any point in the term, the remaining funding will be made available for a parent to use at a new provider, from the end of the written notice period.

4. Accessing EEF Entitlement Across Multiple Childcare Providers

- 4.1. A Parental Agreement must be completed at each provider where a child claims their EEF entitlement.
- 4.2. Children can attend a maximum of two childcare sites in a single day.
- 4.3. If a child attends more than one provider, the EEF entitlement will be split between the providers in line with the information recorded in each Parental Agreement.
- 4.4. The total number of EEF hours across all providers cannot exceed a maximum of 570 funded hours or 1140 hours if the parent is eligible for the working parents entitlements.

5. Early Years Pupil Premium (EYPP)

- 5.1. Some children are entitled to EYPP which is paid to the provider to enhance the quality of your child's early years' experience by improving the teaching and learning, facilities, and resources, with the aim of impacting positively on your child's progress and development. The local authority will check to see if your child will be entitled to EYPP by using your National Insurance/ Asylum Support Reference Number (previously NASS) details supplied in the Parental Agreement.

6. Disability Access Fund (DAF)

- 6.1. Some children, who are in receipt of child Disability Living Allowance and taking up their EEF entitlements are eligible for the Disability Access Fund (DAF).

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- 6.2. DAF is paid to the provider as a fixed annual rate, each financial year, up until the child starts school.
- 6.3. If a child is splitting their EEF across two or more providers, parents must confirm via the Parental Agreement which provider/school they want to claim the DAF entitlement for their child.
- 6.4. The funding is a one-off lump sum payment and is not transferable if a child moves to a different provider part way through the financial year. Subsequent providers will not receive any funding if the DAF has already been paid in that financial year.

7. Grace Period of Entitlement for the Working Parent Entitlements

- 7.1. For children currently in a funded place whose parents cease to meet the eligibility criteria for the working parents' entitlements the child's placement will continue to be funded for until the grace period end date as detailed below:

Date Parent Carer receives ineligible decision on reconfirmation:	Grace Period End date
1 January – 10 February	31 March
11 February – 31 March	31 August
1 April – 26 May	31 August
27 May – 31 August	31 December
1 September – 21 October	31 December
22 October – 31 December	31 March

- 7.2. The working parents' entitlement hours will not be funded beyond the grace period end date if a parent becomes ineligible or fails to reconfirm their details with Childcare Choices by the termly deadlines. Parent's **must** therefore ensure they re-confirm their working parent eligibility code before the code expires, otherwise they will lose out on funding.
- 7.3. If a parent falls back into eligibility during the grace period, their child's extended/expanded 15 hours, beyond the grace period, are subject to availability with the provider.
- 7.4. Parents cannot claim the working parents' entitlements if they move their child to a different childcare provider once they have fallen into the grace period (i.e. if they become ineligible or fail to reconfirm their details with Childcare Choices by the specified deadlines).

8. Ofsted Inspections – Inadequate Judgements

- 8.1. If Ofsted publish an inadequate inspection judgement for a private, voluntary, or independent childcare provider, the local authority will continue to fund the provider until they are re-inspected. If the provider remains 'inadequate' at the re-inspection, funding will cease 4 weeks from the date the re-inspection judgement is published.
- 8.2. If Ofsted judge a Childminder Agency to be ineffective the local authority will continue to fund the childminders who are registered with the agency until they are re-inspected. If the Childminder Agency remains 'ineffective' at the re-inspection, dependent on the quality rating of the individual childminders, funding may be withdrawn by the local authority,
- 8.3. In the event of the first inadequate or ineffective inspection judgment, where a parent chooses to secure alternative childcare before the provider is re-inspected the local authority will only fund the provider for a period of four weeks after the date the inadequate or ineffective inspection judgement was published.
- 8.4. Any remaining funding after this date will be made available for parents to access their child's EEF entitlement with a different provider.

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8.5. LCC's Family Information Service can assist parent's in finding alternative provision, if required.

9. General Points

- 9.1. If a parent registers their child for 2-year-old golden ticket funding or the working family entitlements for children aged 9 months to 4 years and is found to be not eligible, the parent will be liable for the full cost of the placement.
- 9.2. If a parent claims funding under the 2-year-old working parents' entitlements LCC will also check eligibility under the 2-year-old golden ticket funding (i.e. low-income eligibility criteria). Where the family is found to be eligible under both criteria, LCC will notify the childcare provider that the child will be funded under the 2-year-old low-income eligibility criteria, as this guarantees the child will be able to access a 2-year-old funded place until they transition to the 3 & 4 year old universal funding.
- 9.3. If a child's home address is outside of Lancashire County Council's boundaries and they also access the funded entitlements at a provider within their home local authority, the parent may be liable for the costs to the Lancashire provider, if the child accesses more hours than the termly/annual entitlements in total.
- 9.4. For children to receive the greatest benefit from the EEF entitlement, it is important children's attendance is in line with the agreed hours in the signed parental agreements. Children are expected to regularly attend the hours agreed in the parental agreement. The provider may need to negotiate alternative days/times if the child is not in regular attendance for the agreed hours as the government funding cannot be paid for children that do not attend the agreed hours.
- 9.5. Whilst it is appreciated that absences may occur due to unforeseen circumstances, providers may report a child's absence, in accordance with their safeguarding policy.
- 9.6. An Early Education funded place cannot be provided to a child by a provider if the child is related, (as defined in the Childcare Act 2006 (Ch21, pt1.18)) to the registered owner of the childcare setting, where the registered owner is directly providing the childcare to the related child. This clause is of particular relevance to childminders. It will not apply in a pre-school or nursery setting provided the registered owner is not included in the ratios of staff providing childcare directly to a group that includes their related child/ren (e.g. key person)