

## **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 universal hours per week and 15 extended hours per week, up to a maximum of 570 universal or 1140 if eligible for the extended 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, if taking less than 15 universal and/or 15 extended hours per week, 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 universal, 210 extended
  - Spring – 165 universal, 165 extended
  - Summer 195 universal, 195 extended
- 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 universal hours per week and 15 extended hours per week.
  - 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 universal and/or 570 extended for the year

### **2. Additional Charges and Services**

- 2.1. The government funding for the EEF entitlement place is not intended to cover the cost of meals, snacks consumables (e.g. nappies or sun cream) or any additional services such as trips yoga, specialist teaching/activities.
- 2.2. Providers can therefore charge for meals, snacks, consumables, and other additional services that are not part of the EEF entitlements.
- 2.3. Any charges for meals snacks, consumables and other additional services must be voluntary for the parent and cannot be a condition of taking up their funded entitlements with a provider.
- 2.4. If a parent is unable or unwilling to pay for meals and consumables, providers who choose to offer the EEF entitlements are responsible for setting their own policy on how to respond, with options waiving or reducing the cost of meals and snacks or allowing parents to supply their child's own meals, snacks, and consumables (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 will 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.

### **3. Notice Period and Transfer of Entitlement**

- 3.1. For funding to be made available with a different provider parents must give the required written notice (as outlined in their signed parental agreement) by the Sunday before the termly headcount date. The termly 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 the written notice is given prior to the termly headcount, any remaining EEF funding entitlement for the current term will be made available from the end of the written notice period.
- 3.3. Where written notice is given after these dates there will be no transfer of EEF entitlement for the current term to a new provider.
- 3.4. Where the provider gives a parent/child written notice at any point in the term, any remaining/unused EEF entitlement will be made available for a parent to use with 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 universal hours and 570 extended hours per year

### **5. Early Years Pupil Premium (EYPP)**

- 5.1. Some three and four year olds 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.
- 5.2. EYPP is only payable against universal hours claimed. For more information regarding EYPP speak to your provider.

### **6. Disability Access Fund (DAF)**

- 6.1. Three and four year old children who are in receipt of child Disability Living Allowance and taking up their EEF entitlements are eligible for the Disability Access Fund (DAF).
- 6.2. DAF is paid to the provider where the child attends as a fixed annual rate of £828 per eligible child per financial year.

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- 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 Extended 15 hours

- 7.1. For children currently in a 30 hours place whose parent ceases to meet the eligibility criteria for the extended 15 hours the child's placement will continue to be funded for the extended 15 hours 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 extended 15 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 30H eligibility 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 15 hours beyond the grace period are subject to availability with the provider.

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

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### **9. General Points**

- 9.1. If a parent registers their child for 2 year old funding or the 15 hours extended funding and is found not to be eligible, the parent will be liable for the full cost of the placement.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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)

### **10. Data Privacy**

The UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA 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 Regulations give 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
- why it is being held
- and to whom it is being 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 Lancashire County 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:

[Guide to the UK General Data Protection Regulation \(UK GDPR\) | ICO](#)